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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

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TO:

2013 DEC -9 AM 10: 27

MICHAEL B. BROWN
RECORDER

Sheppard Mullin Richter &
Hampton, LLP
70 West Madison Street
Suite 4800
Chicago, Illinois 60602
Terrence E. Budny, Esq.

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SECOND MODIFICATION

471736 CTFC
(Lake Co.) CM

THIS SECOND MODIFICATION (this "Agreement") is dated as of November 19, 2013, by and between LAKE COUNTY TRUST COMPANY, not personally but solely as Trustee under a Trust Agreement dated as of November 27, 1989 and known as Trust No. 4016 ("Mortgagor"), and FIFTH THIRD BANK, an Ohio banking corporation, its successors and assigns ("Mortgagee").

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Recitals

A. Mortgagee has heretofore made a loan to Mortgagor in the principal amount of \$398,546.71 (the "Loan") as evidenced by, among other things, that certain Amended and Restated Promissory Note from Mortgagor in favor of Mortgagee dated September 20, 2012 and effective as of July 1, 2012, in the principal amount of the Loan (as hereafter amended, restated, replaced or supplemented, the "Note"). The current principal balance of the Loan is \$355,905.00.

B. The Note is secured by (i) that certain Mortgage from Mortgagor in favor of Mortgagee dated December 27, 1990 and recorded December 28, 1990 with the Lake County, Indiana Recorder (the "Recorder") as document no. 141056, encumbering the real property legally described in Exhibit A attached hereto and made a part hereof (the "Property"), as amended by that certain Modification of Mortgage and Affidavit of Succession made by Trustee 4016 and Mortgagee dated September 20, 2012 and effective July 1, 2012, and recorded October 3, 2012 with the Recorder as document no. 2012 069529 (the "Modification", with such Mortgage, as amended by the Modification, and as hereafter amended, restated, replaced or supplemented being referred to herein as the "Mortgage"), (ii) that certain Security Agreement from Trustee 4016 in favor of Mortgagee dated December 27, 1990, and recorded December 28, 1990 with the Recorder as document no. 141058, as amended by the Modification (as hereafter amended, restated, replaced or supplemented, the "Security Agreement"), and (iii) that certain Assignment of Rents from Trustee 4016 in favor of Mortgagee dated December 27, 1990 and recorded December 28, 1990 with the Recorder as document no. 141057, as amended by the

CHICAGO TITLE INSURANCE COMPANY

\$ 28
CA

3Ref

Modification (as hereafter amended, restated, replaced or supplemented, the "Assignment of Rents").

C. Mortgagor and Mortgagee and certain other parties have entered into a Loan Amendment Agreement of even date herewith that, among other things, amends the Loan (as hereafter amended, restated, replaced or supplemented, the "Loan Amendment Agreement").

D. Mortgagor and Mortgagee desire to amend the Mortgage, Security Agreement and Assignment of Leases in accordance with the provisions of the Loan Amendment Agreement.

Agreements

NOW, THEREFORE, in consideration of (i) the facts set forth hereinabove (which are hereby incorporated into and made a part of this Agreement), (ii) the agreements by Mortgagee to modify the Mortgage, Security Agreement and Assignment of Leases as provided herein, and (iii) the other covenants and agreements contained herein, and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Modification of Mortgage. The Mortgage is amended as follows:

(a) By deleting the period after the first sentence of the second grammatical paragraph on the first page of the Mortgage, and inserting the following:

“; the indebtedness under and as evidenced by that certain Amended and Restated and Consolidated Promissory Note from George D. Hanus, not individually but solely as Trustee on behalf of National Surety Trust No. MC-98 under a Trust Agreement dated May 1, 1998 in favor of Mortgagee dated July 13, 2012 in the principal amount of \$703,024.58, as amended by that certain Loan Amendment Agreement dated November 19, 2013 by and among Mortgagor, George D. Hanus, not individually but solely as Trustee on behalf of National Surety Trust No. MC-98 under a Trust Agreement dated May 1, 1998, and George D. Hanus, individually, as Borrowers, George D. Hanus, as Guarantor, and Mortgagee (the "Loan Amendment Agreement") (as hereafter amended, restated, replaced or supplemented, the "Hanus Trustee Note"); and the indebtedness under and as evidenced by that certain Amended and Restated Draw Note dated April 1, 2012, in the principal amount of \$3,658,087.99, made by George D. Hanus in favor of Mortgagee, as amended by the Loan Amendment Agreement (as hereafter amended, restated, replaced or supplemented, the "Hanus Borrower Note").”

(b) By inserting the following in the second sentence of paragraph 8, before the phrase "then, and in any such event":

“or a default or Event of Default occurs under the Hanus Trustee Note or any document securing the Hanus Trustee Note, or a default or Event of Default occurs under the Hanus Borrower Note or any document securing the Harris

Borrower Note, or an Event of Default occurs under the Loan Amendment Agreement.”

2. Modification of Security Agreement and Assignment of Rents. Both the Security Agreement and Assignment of Rents are amended to provide:

(a) that the indebtedness secured by each of them includes the Hanus Borrower Note and the Hanus Trustee Note, as defined in the Mortgage, as amended by this Agreement; and

(b) that a default or Event of Default occurring under the Hanus Trustee Note or any document securing the Hanus Trustee Note, or a default or Event of Default occurring under the Hanus Borrower Note or any document securing the Harris Borrower Note, or an Event of Default occurring under the Loan Amendment Agreement, shall each be a default under the Security Agreement and the Assignment of Rents.

3. Intention of the Parties. For the avoidance of doubt, it is the intention of the parties that the foregoing amendments shall result in each of the Mortgage, the Security Agreement and the Assignment of Rents securing the indebtedness under and as evidenced by the Note, the Hanus Trustee Note and the Hanus Borrower Note, and that a default or Event of Default occurring under either the Note, the Hanus Trustee Note, the Hanus Borrower Note or the Loan Amendment Agreement shall allow the Mortgagee to exercise remedies available under the Mortgage, the Security Agreement and the Assignment of Rents, including without limitation foreclosure under the Mortgage.

4. Reaffirmation of Mortgage, Security Agreement and Assignment of Rents. Mortgagor and Mortgagee ratify and reaffirm the Mortgage, the Security Agreement and the Assignment of Rents, and agree that the Mortgage, the Security Agreement and the Assignment of Rents, as amended by this Agreement and the Loan Amendment Agreement, are in full force and effect and, following the execution and delivery of this Agreement, they continue to be the legal, valid and binding obligations of Mortgagor.

5. Successors and Assigns. This Agreement shall bind and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

6. Trustee Exculpation. This Agreement is executed by Lake County Trust Company, not personally but solely as Trustee of Trust No. 4912 and Trust No. 4998 (“Trustee”) in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said Trustee hereby warrants that it possesses full power and authority to execute this instrument). It is expressly understood and agreed that all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by the Trustee solely in its capacity as trustee and not personally. It is further understood and agreed that the Trustee merely holds title to the Property and has no agents, employees or control over the management of the Property and no knowledge of other factual matters except as represented to the Trustee by the beneficiary. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the

Trustee in this Agreement, all such liability being expressly waived by the Mortgagee and by every person now or hereafter claiming any right or security hereunder; and the owner of any of the Indebtedness (as defined in the Mortgage) or cause of action for breach of any warranty, indemnity, representation, covenant, undertaking or agreement accruing hereunder shall look solely to the Trust estate or the Property conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in the Notes provided or by action to enforce the personal liability of any guarantor.


SIGNATURE PAGE FOLLOWS



IN WITNESS WHEREOF, the parties hereto have executed this Agreement dated as of the day and year first above written.

MORTGAGEE:

FIFTH THIRD BANK, an Ohio banking corporation

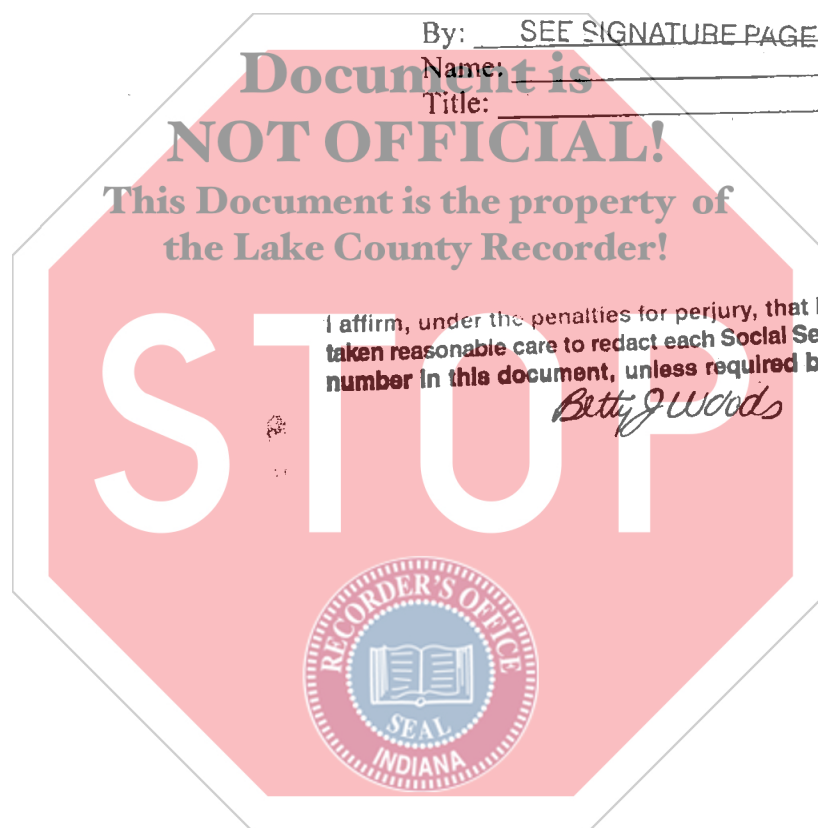
By: 
Name: Andrew Roberts
Title: Vice President

MORTGAGOR:

LAKE COUNTY TRUST COMPANY, not personally but solely as Trustee under a Trust Agreement dated as of November 27, 1989 and known as Trust No. 4016

By: SEE SIGNATURE PAGE ATTACHED

Name: _____
Title: _____



It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against LAKE COUNTY TRUST COMPANY on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

In making any warranty herein the Trustee is relying solely on information furnished to it by the beneficiaries and not of its own knowledge and specifically exculpates itself from any liabilities, responsibilities or damages as a result of including any warranty in this instrument.

The information contained in this instrument has been furnished the undersigned by the beneficiaries under aforesaid Trust and the statements made therein are made solely in reliance thereon and no responsibility is assumed by the undersigned, in its individual capacity for the truth or accuracy of the facts herein stated.

IN WITNESS WHEREOF, LAKE COUNTY TRUST COMPANY, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Trust Officer this 19th of November, 2013.

LAKE COUNTY TRUST COMPANY, not personally but as Trustee under the provisions of a Trust Agreement dated November 27, 1989 and known as Trust No. 4016.

By:

Donna LaMere
Donna LaMere, Trust Officer

STATE OF INDIANA)

) SS:

COUNTY OF LAKE)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Donna LaMere Trust Officer of the Lake County Trust Company, who acknowledged the execution of the foregoing instrument as the free and voluntary act of said corporation, and as her free and voluntary act, acting for such corporation as Trustee.

Witness my hand and seal this 19th day of November, 2013.



Stacie L. James
Stacie L. James, Notary Public

My Commission expires: 02-17-2019

Lake County, IN. resident

STATE OF INDIANA)
) SS.
COUNTY OF LAKE)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that _____, the _____ of Lake County Trust Company, Trustee aforesaid of Trust No. 4016, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such _____, appeared before me this day in person and acknowledged that he (she) signed and delivered the said instrument as his (her) own free and voluntary act and as the free and voluntary act of said Trustee, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this _____ day of _____, 2013.

Notary Public

My Commission Expires: _____

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This Document is the property of the Lake County Recorder!

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK (DuPage)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Andrew Roberts, Vice President of Fifth Third Bank, an Ohio banking corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he (she) signed and delivered said instrument as his (her) own free and voluntary act, and as the free and voluntary act of said Bank, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 25th day of November, 2013.



[Signature]

Notary Public

Notary Public

My Commission Expires:

Sept 18, 2016



EXHIBIT A

LEGAL DESCRIPTION

Lots 8, 9, 10, 11 and 12 in Block 5, Subdivision of Part of the Southeast ¼ of Section 29, Township 37 North, Range 9 West of the Second Principal Meridian, in the City of East Chicago, as per Plat thereof, recorded in Plat Book 2, Page 11, in the Office of the Recorder of Lake County, Indiana

Address: 4705 Indianapolis Boulevard
East Chicago, Indiana 46312

Tax I.D. No.: 45-03-29-412-001.000-024

