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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2014 010411

2014 FEB 21 AM 8:54

MICHAEL B. BROWN
RECORDER

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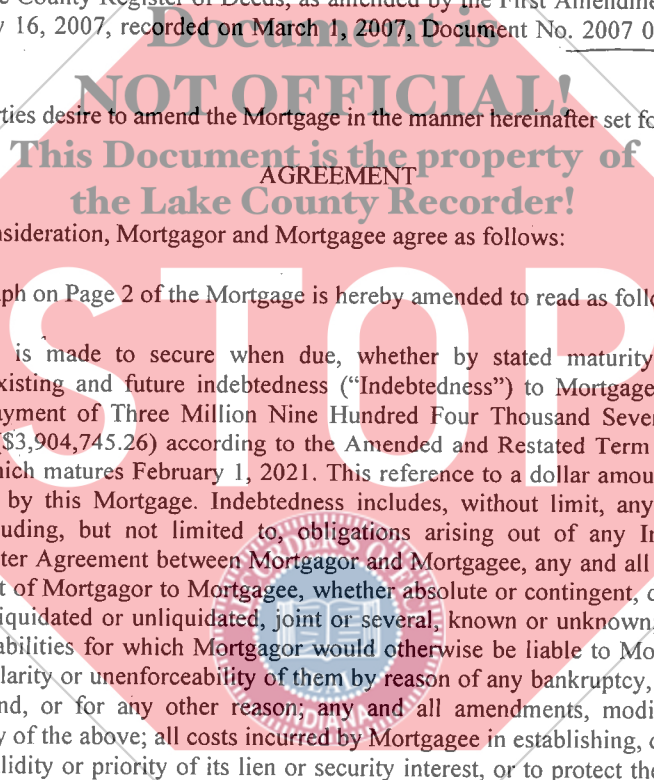
SECOND AMENDMENT TO CONTINUING COLLATERAL MORTGAGE

This Second Amendment to Continuing Collateral Mortgage ("Amendment") is dated as of February 7, 2014, between U.S. 31 PROPERTIES, L.L.C., an Indiana limited liability company (the "Mortgagor") of 5302 North Grape Road, Mishawaka, Indiana 46545, and COMERICA BANK, a Texas banking association, of 39200 Six Mile Road, Livonia, MI 48152, Attention: Collateral Operations, Mail Code 7578 ("Mortgagee").

RECITALS:

A. On March 15, 2006, Mortgagor granted to Mortgagee a Continuing Collateral Mortgage ("Mortgage") on certain real property located in the County of Lake, and State of Indiana, which is described in the attached Schedule of Real Estate ("Premises"), and which Mortgage was recorded on April 17, 2006, Document No. 2006 031282, of the Lake County Register of Deeds, as amended by the First Amendment to Continuing Collateral Mortgage dated February 16, 2007, recorded on March 1, 2007, Document No. 2007 018128, of the Lake County Register of Deeds.

B. The parties desire to amend the Mortgage in the manner hereinafter set forth.



For valuable consideration, Mortgagor and Mortgagee agree as follows:

1. The first paragraph on Page 2 of the Mortgage is hereby amended to read as follows:

"This Mortgage is made to secure when due, whether by stated maturity, demand, acceleration or otherwise, all existing and future indebtedness ("Indebtedness") to Mortgagee of Mortgagor, including without limit payment of Three Million Nine Hundred Four Thousand Seven Hundred Forty-Five and 26/100 Dollars (\$3,904,745.26) according to the Amended and Restated Term Note dated as of February 7, 2014, which matures February 1, 2021. This reference to a dollar amount does not limit the dollar amount secured by this Mortgage. Indebtedness includes, without limit, any and all rate management obligations, including, but not limited to, obligations arising out of any International Swap Dealers Association Master Agreement between Mortgagor and Mortgagee, any and all obligations or liabilities of whatever amount of Mortgagor to Mortgagee, whether absolute or contingent, direct or indirect, voluntary or involuntary, liquidated or unliquidated, joint or several, known or unknown; any and all indebtedness, obligations or liabilities for which Mortgagor would otherwise be liable to Mortgagee were it not for the invalidity, irregularity or unenforceability of them by reason of any bankruptcy, insolvency or other law or order of any kind, or for any other reason; any and all amendments, modifications, renewals and/or extensions of any of the above; all costs incurred by Mortgagee in establishing, determining, continuing, or defending the validity or priority of its lien or security interest, or to protect the value of the Premises, or for any appraisal, environmental audit, title examination or title insurance policy relating to the Premises, or in pursuing its rights and remedies under this Mortgage or under any other agreement between Mortgagee and Mortgagor; all costs incurred by Mortgagee in connection with any suit or claim involving or against Mortgagee in any way related to the Premises, the Indebtedness or this Mortgage; and all costs of collecting Indebtedness; all of the above costs including, without limit, attorney fees incurred by

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Mortgagee. Mortgagor agrees to pay Mortgagee, upon demand, all costs incurred by Mortgagee which are Incurred, and until paid all costs shall bear interest from the time incurred at the highest per annum rate applicable to any of the Incurred, but not in excess of the maximum rate permitted by law. Any reference in this Mortgage to attorney fees shall be deemed a reference to all reasonable fees, charges, costs and expenses of both in house and outside counsel and paralegals, whether or not a suit or action is instituted, and to court costs if a suit or action is instituted, and whether attorney fees or court costs are incurred at the trial court level, on appeal, in a bankruptcy, administrative or probate proceeding or otherwise. Notwithstanding the foregoing, this Mortgage shall not secure that part of the Incurred, if any, which constitutes a consumer loan, other than a consumer loan made at the same time as this Mortgage and specifically referenced as being secured by this Mortgage (and all extensions, renewals, modifications or replacements thereof).”

2. Mortgagor represents and agrees that:

2.1 Except as expressly modified in this Amendment, the representations, warranties, and covenants set forth in the Mortgage and in each related document, agreement, and instrument remain true and correct, continue to be satisfied in all respects, and are legal, valid and binding obligations with the same force and effect as if entirely restated in this Amendment.

2.2 When executed, this Amendment will be a duly authorized, legal, valid, and binding obligation of Mortgagor enforceable in accordance with its terms. The Mortgage, as modified by this Amendment, is ratified and confirmed and shall remain in full force and effect.

2.3 There is no default continuing under the Mortgage, or any related document, agreement, or instrument, and no event has occurred or condition exists that is or, with the giving of notice or lapse of time or both, would be such a default. Execution of this Amendment does not waive any default.

3. Except as specifically provided in this Amendment, it does not vary the terms and provisions of, and shall not impair the rights, remedies, and security given in and by the Mortgage. The terms of this Amendment shall control any conflict between its terms and those of the Mortgage. In this Amendment, capitalized terms used without definition have the meanings given them in the Mortgage.

4. Mortgagee is authorized to file this Amendment for recording in the public records and to place a notation on the Mortgage that it has been modified by this Amendment.

5. Mortgagor shall pay Mortgagee for all costs and expenses incurred in the preparation, execution, recording and enforcement of this Amendment. Mortgagor waives any claims it may have against Mortgagee through this Amendment date arising out of or related to the Mortgage.

[Signatures on Following Page]



This Second Amendment to Continuing Collateral Mortgage is made on the date stated above.

MORTGAGOR:

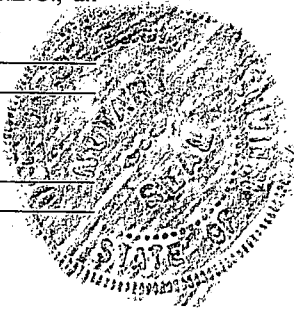
U.S. 31 PROPERTIES, L.L.C.

By: [Signature]
Michael R. Leep, Sr.
Its: Manager

STATE OF INDIANA
COUNTY OF ST. JOSEPH

The foregoing instrument was acknowledged before me in County of ST. JOSEPH, State of Indiana this 7 day of FEBRUARY, 2014 by Michael R. Leep, Sr., the Manager of U.S. 31 Properties, L.L.C., an Indiana limited liability company, on behalf of the company.

Name: [Signature]
Notary Public, State of Indiana
County of St. Joseph
My Commission Expires: 3/27/15
Acting in the County of St. Joseph



Document is NOT OFFICIAL!

MORTGAGEE:

This Document is the property of the Lake County Recorder!

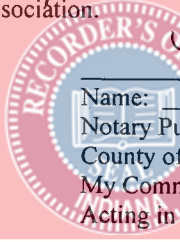
COMERICA BANK

By: [Signature]
Jenal A. Zak
Its: Vice President

STATE OF ILLINOIS
COUNTY OF DUPAGE

The foregoing instrument was acknowledged before me in the County of DUPAGE, State of IL, this 11 day of FEBRUARY 2014, by Jenal Z. Zak, the Vice President of Comerica Bank, a Texas banking association, on behalf of the association.

Name: [Signature]
Notary Public, State of ILLINOIS
County of Will
My Commission Expires: 3-21-17
Acting in the County of DuPage



Drafted by and after recording return to:
Shawn N. Hopper
Miller, Canfield, Paddock and Stone, P.L.C.
150 West Jefferson, Suite 2500
Detroit, MI 48226



SCHEDULE OF REAL ESTATE

A part of the Northeast Quarter of Section 24, Township 35 North, Range 8 West of the Second Principal Meridian, in Lake County, Indiana described as: Beginning at a point on the North line of right of way of U.S. Highway #30, which is 1383.0 feet West of the East line of said Section 24, and running thence North parallel with the East line of said Section 871.2 feet; thence running East parallel with the North line of said right of way 450.0 feet; thence South parallel with the East line of said Section 871.2 feet to the North line of said Highway; thence West along the North line of said highway 450.0 feet to the place of beginning.

Commonly Known As: 4450 E. Lincoln Highway, Hobart, Indiana 46342

