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STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2014 MAY 21 AM 9:11

MICHAEL B. BROWN  
RECORDER

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**Cross Reference Document Numbers 2009005825, 2011004764,  
2011071116, 2012060046, 2012089977 and 2013054582**

**SIXTH MODIFICATION OF MORTGAGE, SECURITY AGREEMENT, FINANCING  
STATEMENT AND ASSIGNMENT OF RENTS**

Secured Property Address: 1844 Summer Street  
Hammond, Lake County, Indiana 46320

RETURN TO  
Chicago Title *AV* (Scanned to 000417238 SV)  
Closer:  
File No. 620085763

**Document is NOT OFFICIAL!**

**THIS SIXTH MODIFICATION OF MORTGAGE, SECURITY AGREEMENT, FINANCING STATEMENT AND ASSIGNMENT OF RENTS (this Agreement)** is made as of the 2<sup>nd</sup> day of May, 2014 (the "Effective Date"), by and between **PACMOORE PRODUCTS, INC.**, a Delaware corporation ("Mortgagor"), whose address is 1844 Summer Street, Hammond, Indiana 46320, and **COLE TAYLOR BANK**, an Illinois banking corporation, whose mailing address is 9550 West Higgins Road, Rosemont, Illinois 60018 (such party, together with any holder or holders of all or any part of the "Secured Indebtedness" (as defined in the Mortgage which is hereinafter defined) shall be referred to herein as "Mortgagee"), to modify the terms of the Mortgage, Security Agreement, Financing Statement and Assignment of Rents executed and delivered by Mortgagor to Mortgagee, effective as of January 30, 2009, covering certain real estate and other property described therein located in the City of Hammond, Indiana, County of Lake, and commonly known as 1844 Summer Street, Hammond, Indiana 46320, and recorded in the office of the Lake County Recorder on February 3, 2009, as Document Number 2009005825, as modified by the Modification of Mortgage, Security Agreement, Financing Statement and Assignment of Rents executed and delivered by Mortgagor to Mortgagee, effective as of December 29, 2010, and recorded in the office of the Lake County Recorder on January 25, 2011, as Document Number 2011004764, as further modified by the Modification of Mortgage, Security Agreement, Financing Statement and Assignment of Rents executed and delivered by Mortgagor to Mortgagee, effective as of November 30, 2011, and recorded in the office of the Lake County Recorder on December 9, 2011 as Document Number 2011071116, as further modified by the Modification of Mortgage, Security Agreement, Financing Statement and Assignment of Rents executed and delivered by Mortgagor to Mortgagee, effective as of July 25, 2012, and recorded in the office of the Lake County Recorder on September

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5, 2012 as Document Number 2012060046, as further modified by the Modification of Mortgage, Security Agreement, Financing Statement and Assignment of Rents executed and delivered by Mortgagor to Mortgagee, dated as of December 7, 2012 but effective as of August 13, 2012, and recorded in the office of the Lake County Recorder on December 20, 2012 as Document Number 2012089977, and as further modified by the Fifth Modification of Mortgage, Security Agreement, Financing Statement and Assignment of Rents executed and delivered by Mortgagor to Mortgagee, dated as of July 3, 2013, and recorded in the office of the Lake County Recorder on July 26, 2013 as Document Number 2013054582 (the "Mortgage").

The Mortgage is hereby amended as of the Effective Date as follows:

1. As of the Effective Date, the following defined terms contained in Section 1.1 of the Mortgage are amended and, as so amended, restated in their entirety to read as follows:

"Line of Credit Note" shall mean that certain Amended and Restated Line of Credit Note, dated May 2, 2014, in the principal amount of \$2,500,000, executed by Mortgagor payable to the order of Mortgagee, and providing that the principal balance thereof shall be due and payable on July 1, 2015, which date is the PMP Line of Credit Termination Date, as referred to in the Line of Credit Note. Pursuant to the Loan Agreement and the Line of Credit Note, interest shall accrue on the unpaid principal balance of the Line of Credit Note at the Adjusted Prime Rate. Notwithstanding the foregoing, pursuant to the Loan Agreement and the Line of Credit Note, interest shall accrue on the unpaid principal balance of the Line of Credit Note at the Default Rate during the continuance of any Event of Default under the Loan Agreement.

"Mortgage Loan Note" shall mean that certain Mortgage Loan Note, dated January 28, 2009 but effective as of January 30, 2009, in the original principal amount of \$2,400,000, executed by Mortgagor and payable to the order of Mortgagee, and providing that the principal balance thereof shall be due and payable on July 1, 2017, which date is the PMP Mortgage Loan Maturity Date, as defined in the Loan Agreement and referred to in the Mortgage Loan Note. Pursuant to the Loan Agreement and the Mortgage Loan Note, interest shall accrue on the unpaid principal balance of the Mortgage Loan Note at the Adjusted Prime Rate; provided that Mortgagor shall have the option of fixing the interest rate for the duration of the PMP Mortgage Loan (as defined in the Loan Agreement) via an interest rate swap pursuant to and in accordance with a Swap Agreement entered into by Mortgagor in accordance with the Loan Agreement. If Mortgagor elects to fix the interest rate via a swap, Mortgagee shall thereafter receive from Mortgagor during such period of time a floating rate of interest equal to the Non-Construction Loan Libor Rate for the applicable Non-Construction Loan Libor Interest Period. Notwithstanding the foregoing, pursuant to the Loan Agreement and the Mortgage Loan Note, interest shall accrue on the unpaid principal balance of the Mortgage Loan Note at the Default Rate during the continuance of any Event of Default under the Loan Agreement.

"Notes" shall mean the Mortgage Loan Note, the Line of Credit Note, the PPT Line of Credit Note, the PPT Equipment Line Note, the PPT Term Loan Note, the PMA Mortgage Loan Note, the Construction Mortgage Loan Note, the Second PPT Equipment Line Note and the PMP Equipment Line Note.

“PMA Mortgage Loan Note” shall mean that certain Amended and Restated Mortgage Loan Note, dated December 29, 2010, in the original principal amount of \$6,356,087, executed by PMA and payable to the order of Mortgagee, and providing that the principal balance thereof shall be due and payable on July 1, 2017, which date is the PMA Mortgage Loan Maturity Date, as defined in the Loan Agreement and referred to in the PMA Mortgage Loan Note. Pursuant to the Loan Agreement and the PMA Mortgage Loan Note, interest shall accrue on the unpaid principal balance of the PMA Mortgage Loan Note at the Adjusted Prime Rate; provided that PMA shall have the option of fixing the interest rate for the duration of the PMA Mortgage Loan (as defined in the Loan Agreement) via an interest rate swap pursuant to and in accordance with a Swap Agreement entered into by PMA in accordance with the Loan Agreement. If PMA elects to fix the interest rate via a swap, Mortgagee shall thereafter receive from PMA during such period of time a floating rate of interest equal to the Non-Construction Loan Libor Rate for the applicable Non-Construction Loan Libor Interest Period. Notwithstanding the foregoing, pursuant to the Loan Agreement and the PMA Mortgage Loan Note, interest shall accrue on the unpaid principal balance of the PMA Mortgage Loan Note at the Default Rate during the continuance of any Event of Default under the Loan Agreement.

“PMP Equipment Line Note” shall mean that certain Equipment Line Note, dated June 10, 2013, in the principal amount of \$1,000,000.00, executed by Mortgagor and payable to the order of Mortgagee, and providing that the principal balance thereof shall be due and payable on June 10, 2019, which date is the PMP Equipment Line Maturity Date as defined in the Loan Agreement, and referred to in the PMP Equipment Line Note. Pursuant to the Loan Agreement and the PMP Equipment Line Note, interest shall accrue on the unpaid principal balance of the PMP Equipment Line Note as follows: Interest shall (a) prior to the PMP Equipment Line Conversion Date (as defined in the Loan Agreement), accrue at the Adjusted Prime Rate; and (b) on and after the PMP Equipment Line Conversion Date, accrue, at Mortgagor’s option, at either (i) the Adjusted Prime Rate in effect from time to time or (ii) the COF Rate. If at any time after the PMP Equipment Line Conversion Date, Mortgagor elects to fix the interest rate at the COF Rate, the Adjusted Prime Rate shall no longer be available. Pursuant to the Loan Agreement and the PMP Equipment Line Note, during the continuance of an Event of Default under the Loan Agreement, interest shall accrue on the unpaid principal balance of the PMP Equipment Line Note at the Default Rate.

“PPT Line of Credit Note” shall mean that certain Amended and Restated Line of Credit Note, dated May 2, 2014, in the principal amount of \$1,000,000, executed by PPT payable to the order of Mortgagee, and providing that the principal balance thereof shall be due and payable on July 1, 2015, which date is the PPT Line of Credit Termination Date, as referred to in the PPT Line of Credit Note. Pursuant to the Loan Agreement and the PPT Line of Credit Note, interest shall accrue on the unpaid principal balance of the PPT Line of Credit Note at the Adjusted Prime Rate. Notwithstanding the foregoing, pursuant to the Loan Agreement and the PPT Line of Credit Note, interest shall accrue on the unpaid principal balance of the PPT Line of Credit Note at the Default Rate during the continuance of any Event of Default under the Loan Agreement.

“PPT Term Loan Note” shall mean that certain Term Loan Note, dated January 28, 2009 but effective as of January 30, 2009, in the original principal amount of \$2,300,000, executed by PPT and payable to the order of Mortgagee, and providing that the principal balance thereof shall be due and payable on February 1, 2016, which date is the PPT Term Loan Maturity Date, as defined in the Loan Agreement and referred to in the PPT Term Loan Note. Pursuant to the Loan Agreement and the PPT Term Loan Note, interest shall accrue on the unpaid principal balance of the PPT Term Loan



Note at the Adjusted Prime Rate. Notwithstanding the foregoing, pursuant to the Loan Agreement and the PPT Term Loan Note, interest shall accrue on the unpaid balance of the PPT Term Loan Note at the Default Rate during the continuance of any Event of Default under the Loan Agreement.

“Second PPT Equipment Line Note” shall mean that certain Second Equipment Line Promissory Note, dated July 25, 2012, in the principal amount of \$500,000.00, executed by PPT and payable to the order of Mortgagee, and providing that the principal balance thereof shall be due and payable on July 25, 2019, which date is the Second PPT Equipment Line Maturity Date as defined in that certain Amended and Restated Loan and Security Agreement dated as of May \_\_, 2014, as amended from time to time (the “Loan Agreement”), among Mortgagor, Mortgagee, PMA, PPT, the Kyle J. Moore Children’s Trust u/a/d March 11, 2004, as amended, and the Taylor S. Moore Children’s Trust u/a/d March 11, 2004, as amended, and referred to in the Second PPT Equipment Line Note. Pursuant to the Loan Agreement and the Second PPT Equipment Line Note, interest shall accrue on the unpaid principal balance of the Second PPT Equipment Line Note as follows: Interest shall (a) prior to the Second PPT Equipment Line Conversion Date (as defined in the Loan Agreement), accrue at the Adjusted Prime Rate; and (b) on and after the Second PPT Equipment Line Conversion Date, accrue, at PPT’s option at, either (i) the Adjusted Prime Rate in effect from time to time or (ii) the COF Rate. If at any time after the Second PPT Equipment Line Conversion Date PPT elects to fix the interest rate at the COF Rate, the Adjusted Prime Rate shall no longer be available. Pursuant to the Loan Agreement and the Second PPT Equipment Line Note, during the continuance of any Event of Default under the Loan Agreement, interest shall accrue on the unpaid principal balance of the Second PPT Equipment Line Note at the Default Rate.

2. The definition of “Adjusted Prime Rate” as set forth in Exhibit B to the Mortgage is amended, and as so amended, restated in its entirety to read as follows:

Adjusted Prime Rate. For any day, the prime rate as published in the “Money Rates” Section of the *Wall Street Journal*.

As amended by this Agreement, the Mortgage remains in full force and effect.

**[Remainder of page intentionally left blank – Signature page follows]**

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

**MORTGAGOR:**

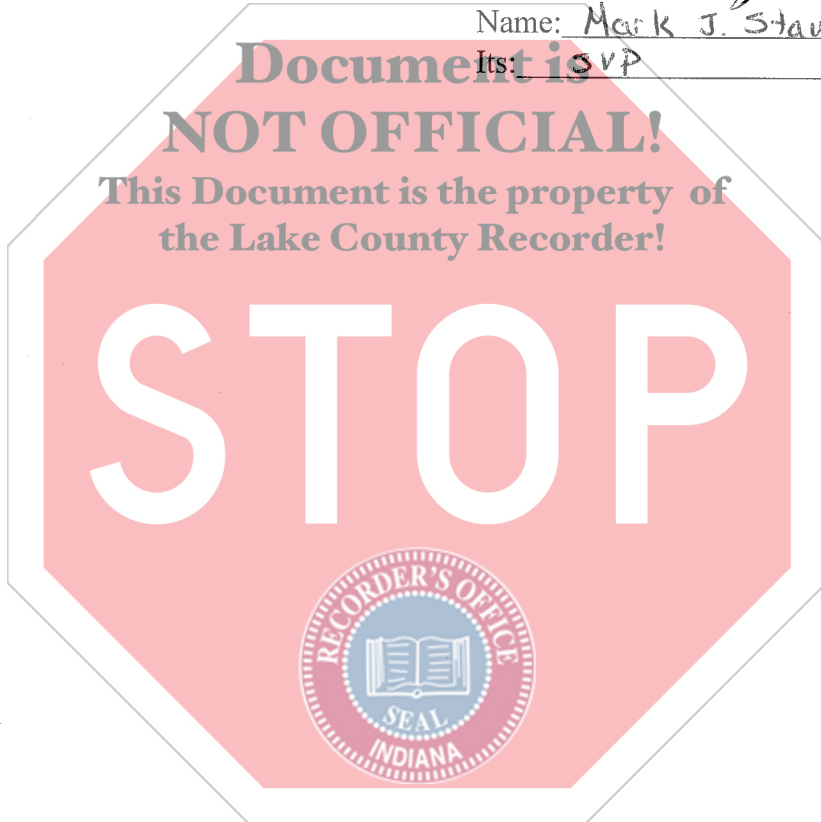
PACMOORE PRODUCTS, INC., a  
Delaware corporation

By: [Signature]  
Name: William Mare  
Title: President

**MORTGAGEE:**

COLE TAYLOR BANK, an Illinois banking  
corporation

By: [Signature]  
Name: Mark J. Staunton  
Title: VP



STATE OF ILLINOIS, COUNTY OF COOK, ss:

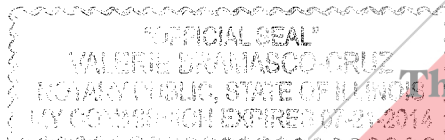
On this 2nd day of May, 2014 before me, the undersigned, a Notary Public in and for said county and state, personally appeared Bill Moore, to me personally known, who being by me duly sworn or affirmed did say that he is the President of PacMoore Products, Inc., a Delaware corporation; that said instrument was signed on behalf of said corporation by authority of its members, and the said President acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it voluntarily executed.



Printed Name: Valerie Bramasco-Cruz  
Notary Public in and for said County and State  
Residing in 5501 W. 74th St County, COOK  
My Commission Expires: 7-21-2014

STATE OF ILLINOIS, COUNTY OF COOK, ss:

On this 2nd day of May, 2014 before me, the undersigned, a Notary Public in and for said county and state, personally appeared Mark STANTON, to me personally known, who being by me duly sworn or affirmed did say that he is the SVP of Cole Taylor Bank, an Illinois banking corporation; that said instrument was signed on behalf of said bank by authority of its members, and the said SVP acknowledged the execution of said instrument to be the voluntary act and deed of said bank, by it voluntarily executed.



Printed Name: Valerie Bramasco-Cruz  
Notary Public in and for said County and State  
Residing in 5501 W. 74th St County, COOK  
My Commission Expires: 7-21-2014

Prepared by and when recorded, return to:  
Gary E. Green  
Clark Hill PLC  
150 Michigan Ave., Suite 2700  
Chicago, IL 60601

I affirm under the penalties for perjury, that I have taken reasonable care to redact each Social Security Number in this Document, unless required by law.

Mark Stanton

Exhibit A – Description of Land

NBU No. 20803687  
Local No. 620085763

**EXHIBIT A  
LEGAL DESCRIPTION**

That part of the Northeast Quarter of the Southwest Quarter of Section 5, Township 36 North, Range 9 West of the Second Principal Meridian, in Lake County, Indiana, lying East of the West Quarter thereof and South of Summer Street and West of a line commencing at the point of intersection of Summer Street and West line of the 20 foot alley in Belaj's Addition; thence South 33 degrees 36 minutes West along said alley line to the Southerly line of the alley in the above addition; thence South 56 degrees 24 minutes East along said line 20.0 feet; thence South 33 degrees 48 minutes West 30.0 feet; thence South 28 degrees 28 minutes East 506.26 feet to the Northerly right of way line of the New York, Chicago and St. Louis Railroad, and North of the New York, Chicago and St. Louis Railroad.

