

9

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2014 030876

2014 MAY 29 AM 9:38

MICHAEL B. BROWN  
RECORDER

**Return to:**

BODMAN PLC  
6th Floor at Ford Field  
1901 St. Antoine Street  
Detroit, Michigan 48226  
Attn: Banking Paralegals  
(313) 259-7777

**Real Estate Document  
Modification Agreement**



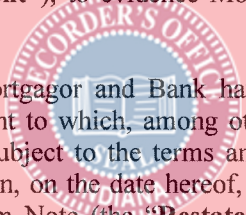
**Document is NOT OFFICIAL!**  
**THIS REAL ESTATE DOCUMENT MODIFICATION AGREEMENT** (this "**Agreement**") is made as of May 15, 2014, by and between **LAKESHORE VENTURES L.L.C.**, a Michigan limited liability company (the "**Mortgagor**"), with an address at 12225 Stephens Road, Warren, Michigan 48089 and **PNC BANK, NATIONAL ASSOCIATION** (the "**Bank**") with an address at 755 West Big Beaver Road., Troy, Michigan 48084-4900.

**BACKGROUND**

A. The Bank (or a predecessor which is now known by the Bank's name as set forth above) is the owner and holder of a certain Term Note dated June 30, 2011, in the original principal amount of Ten Million Dollars (\$10,000,000), (as may be amended, restated, supplemented or replaced from time to time, the "**Note**"), executed and delivered by Mortgagor to the Bank pursuant to a Loan Agreement dated June 30, 2011 between Mortgagor and Bank (as may be amended, restated, supplemented or replaced from time to time, the "**Loan Agreement**"), to evidence Mortgagor's indebtedness to the Bank for a certain loan (the "**Loan**").

B. On the date hereof, Mortgagor and Bank have entered into an Amendment to Loan Documents (the "**Amendment**") pursuant to which, among other things, the final maturity date of the Note is extended to October 1, 2018, subject to the terms and conditions of the Loan Agreement, as amended by the Amendment. In addition, on the date hereof, Mortgagor has executed and delivered to the Bank an amended and restated Term Note (the "**Restated Note**") in the principal amount of Six Million Six Hundred Seventy-Eight Thousand Eight Hundred Twenty and 38/100 Dollars (\$6,678,820.38), pursuant to which the Note was amended and completely restated to evidence the Loan.

C. The Note is secured, inter alia, by: that certain Mortgage and Security Agreement dated June 30, 2011, executed and delivered by the Mortgagor to the Bank, which was recorded on July 13,



661123-BH

Detroit\_3422290\_3

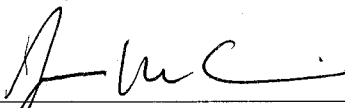
1Ref

30v

E

\$28  
CK#  
3121288786  
CA

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.

  
\_\_\_\_\_, Declarant  
Jason M. Currie

THIS INSTRUMENT PREPARED BY:

**Jason M Currie**  
BODMAN PLC  
6th Floor at Ford Field  
1901 St. Antoine Street  
Detroit, Michigan 48226  
(313) 259-7777



2011 in the Office of the Recorder of Lake County, Indiana (the "**Recorder's Office**") as Document No. 2011-038226 (as may be amended, restated, supplemented or replaced from time to time, the "**Mortgage**"), constituting a first priority lien on, and granting a security interest on and in, a parcel of land and the buildings and other improvements thereon, situated in the City of Hammond, County of Lake, Indiana (the "**Premises**"), as more particularly described on attached Exhibit A, which is made a part of this Agreement (the Mortgage is hereinafter called the "**Real Estate Document**"). The Note, as amended by the Amendment and restated by the Restated Note, the Real Estate Document, as amended by this Agreement, and all other agreements, instruments, certificates and documents executed and delivered in connection with the Loan which is made a part of this Agreement, are as amended from time to time, collectively the "**Loan Documents**".

D. As a condition to the Bank's execution of the Amendment, the Bank has required and the Mortgagor has agreed to amend the Real Estate Document to provide that the Real Estate Document shall also secure performance of all of Mortgagor's obligations under the Loan Documents, as modified by the Amendment (collectively, the "**Obligations**").

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained and intending to be legally bound hereby, the parties hereto agree as follows:

1. The Real Estate Document is amended as set forth in Exhibit B. Any and all references to the Real Estate Document in any other Loan Document shall be deemed to refer to the Real Estate Document, as amended by this Agreement. This Agreement is deemed incorporated into the Real Estate Document. Any initially capitalized terms used in this Agreement without definition shall have the meanings assigned to those terms in the Loan Documents. To the extent that any term or provision of this Agreement is or may be inconsistent with any term or provision in the Real Estate Document, the terms and provisions of this Agreement shall control.

2. The Mortgagor hereby agrees that the Real Estate Document, as modified by this Agreement, and the Premises shall secure, in addition to the performance of all of the Obligations (as defined in the Mortgage), payment of the Obligations evidenced by the Restated Note, and the Loan Documents, as modified by the Amendment, with interest as provided therein and all other sums due thereunder.

3. The Mortgagor hereby certifies that: (a) all of its representations and warranties in the Real Estate Document are, except as may otherwise be stated in this Agreement: (i) true and correct as of the date of this Agreement, (ii) ratified and confirmed without condition as if made anew, and (iii) incorporated into this Agreement by reference, (b) no Event of Default or event which, with the passage of time or the giving of notice or both, would constitute an Event of Default, exists under the Real Estate Document which will not be cured by the execution and effectiveness of this Agreement, (c) no consent, approval, order or authorization of, or registration or filing with, any third party is required in connection with the execution, delivery and carrying out of this Agreement or, if required, has been obtained, and (d) this Agreement has been duly authorized, executed and delivered so that it constitutes the legal, valid and binding obligation of the Mortgagor, enforceable in accordance with its terms.

4. The Mortgagor hereby confirms that the Real Estate Document, as modified by this Agreement, and the Premises shall continue as collateral for the Loan unimpaired and in full force and effect, and shall cover and secure all of Mortgagor's existing and future Obligations, as modified by the Amendment.

5. This Agreement may be signed in any number of counterpart copies and by the parties to this Agreement on separate counterparts, but all such copies shall constitute one and the same instrument.

**EXHIBIT B TO  
REAL ESTATE DOCUMENT MODIFICATION AGREEMENT**

1. From and after the date of this Agreement, all references in the Real Estate Document to the Note and the indebtedness evidenced thereby shall mean and refer to the Restated Note, and the indebtedness evidenced thereby.
2. Notwithstanding anything to the contrary contained in the Mortgage, the maturity date of the Loan is October 1, 2018, subject to modification under the terms and conditions of the Loan Agreement, as amended by the Amendment.



Delivery of an executed counterpart of a signature page to this Agreement by facsimile transmission shall be effective as delivery of a manually executed counterpart. Any party so executing this Agreement by facsimile transmission shall promptly deliver a manually executed counterpart, provided that any failure to do so shall not affect the validity of the counterpart executed by facsimile transmission.

6. This Agreement will be binding upon and inure to the benefit of the Mortgagor and the Bank and their respective heirs, executors, administrators, successors and assigns.

7. This Agreement has been delivered to and accepted by the Bank and will be deemed to be made in the State where the Bank's office indicated in the Loan Documents is located. This Agreement will be interpreted and the rights and liabilities of the Mortgagor and the Bank determined in accordance with the laws of the State where the Bank's office indicated in the Loan Documents is located, except that the laws of the State where the Premises is located (if different from the State where such office of the Bank is located) shall govern the creation and foreclosure of the liens created under the Real Estate Document, as amended hereby, on the Premises or any interest therein.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**



EXHIBIT A TO  
REAL ESTATE DOCUMENT MODIFICATION AGREEMENT

Legal Description  
STATE OF INDIANA, LAKE COUNTY, CITY OF HAMMOND

Legal Description: PART OF THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN, INCLUDING A PORTION OF WEST POINT INDUSTRIAL PLAZA, AN ADDITION TO THE CITY OF HAMMOND, AS SHOWN IN PLAT BOOK 62, PAGE 47 IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE WEST RIGHT-OF-WAY LINE OF WHITE OAK AVENUE (90 FEET WEST OF AND PARALLEL WITH, BY PERPENDICULAR MEASUREMENT, THE EAST LINE OF SAID SECTION 30) AND A LINE 50 FEET SOUTH OF AND PARALLEL WITH, BY PERPENDICULAR MEASUREMENT, THE NORTH LINE OF SAID WEST POINT INDUSTRIAL PLAZA; THENCE NORTH 89° 50' 28" WEST, ALONG SAID 50 FEET SOUTH OF AND PARALLEL LINE, A DISTANCE OF 2504.23 FEET; THENCE NORTH 01° 11' 48" EAST, ALONG THE EAST RIGHT-OF-WAY LINE OF COLUMBIA AVENUE (80 FEET WIDE), A DISTANCE OF 1342.12 FEET; THENCE SOUTH 89° 57' 38" EAST, 30 FEET SOUTH OF AND PARALLEL WITH, BY PERPENDICULAR MEASUREMENT, THE NORTH LINE OF SAID SECTION 30, A DISTANCE OF 2504.10 FEET, TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF SAID WHITE OAK AVENUE; THENCE SOUTH 01° 11' 30" WEST, ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 1341.51 FEET, TO THE POINT OF BEGINNING, CONTAINING 77.122 ACRES, MORE OR LESS, ALL IN THE CITY OF HAMMOND, LAKE COUNTY, INDIANA.

Document is  
**NOT OFFICIAL!**

This Document is the property of  
the Lake County Recorder!

1340 14<sup>1</sup>/<sub>ST</sub> STREET, HAMMOND, IN 46327

**STOP**




8. Except as amended hereby, the terms and provisions of the Real Estate Document remain unchanged, are and shall remain in full force and effect unless and until modified or amended in writing in accordance with their terms, and are hereby ratified and confirmed. Except as expressly provided herein, this Agreement shall not constitute an amendment, waiver, consent or release with respect to any provision of any Loan Document, a waiver of any default or Event of Default under any Loan Document, or a waiver or release of any of the Bank's rights and remedies (all of which are hereby reserved). **The Mortgagor expressly ratifies and confirms the waiver of jury trial provisions contained in the Loan Documents.**

WITNESS the due execution hereof as a document under seal, as of the date first written above.

WITNESS / ATTEST:

LAKESHORE VENTURES L.L.C.

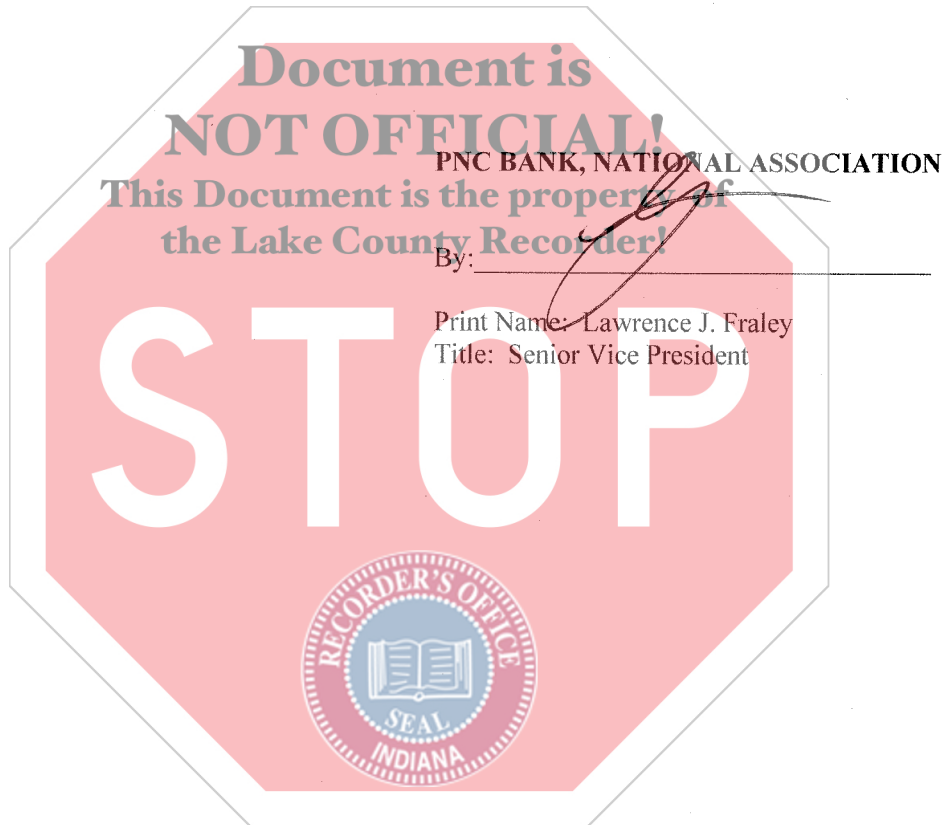
  
\_\_\_\_\_

By:   
\_\_\_\_\_ (SEAL)

Print Name: KEN E. STAPSYNSKI  
Title: TREASURER

Print Name: Ronald J. Patti  
Title: Authorized Officer

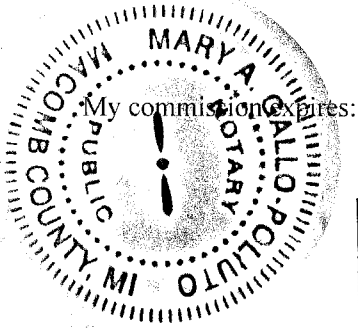
(Include title only if an officer of entity signing to the right)



STATE OF Michigan )  
 )  
COUNTY OF Macomb ) ss:

On this, the 15 day of May, 2014, before me, a Notary Public, the undersigned officer, personally appeared Lawrence J. Fraley, who acknowledged himself/herself to be a Senior Vice President of PNC BANK, NATIONAL ASSOCIATION and that he/she, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing on behalf of said bank as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Mary A. Gallo-Poliuto  
Notary Public

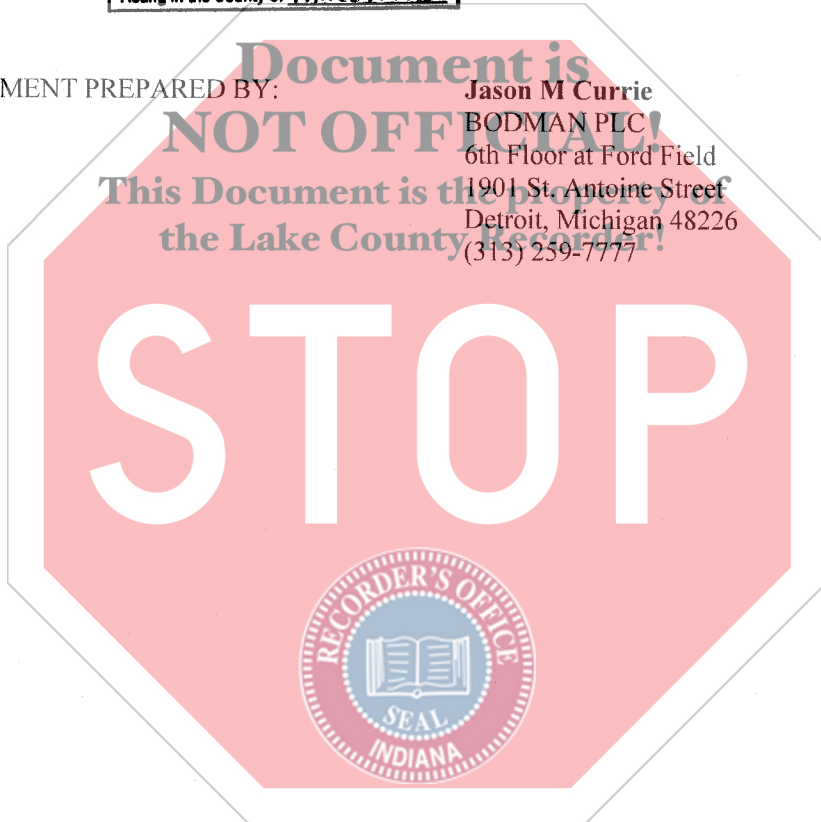
Print Name: Mary A. Gallo-Poliuto

County of Residence: Macomb

MARY A. GALLO-POLIUTO  
Notary Public, State of Michigan  
County of Macomb  
My Commission Expires Nov. 29, 2019  
Acting in the County of Macomb

THIS INSTRUMENT PREPARED BY:

Jason M Currie  
BODMAN PLC  
6th Floor at Ford Field  
1901 St. Antoine Street  
Detroit, Michigan 48226  
(313) 259-7777





STATE OF Michigan )  
COUNTY OF Macomb )

SS:

On this, the 13<sup>th</sup> day of May, 2014, before me, a Notary Public, the undersigned officer, personally appeared Ronald J. Patti, who acknowledged himself/herself to be an Authorized Officer of LAKESHORE VENTURES L.L.C., a Michigan limited liability company, and that he/she, in such capacity, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing on behalf of said company.

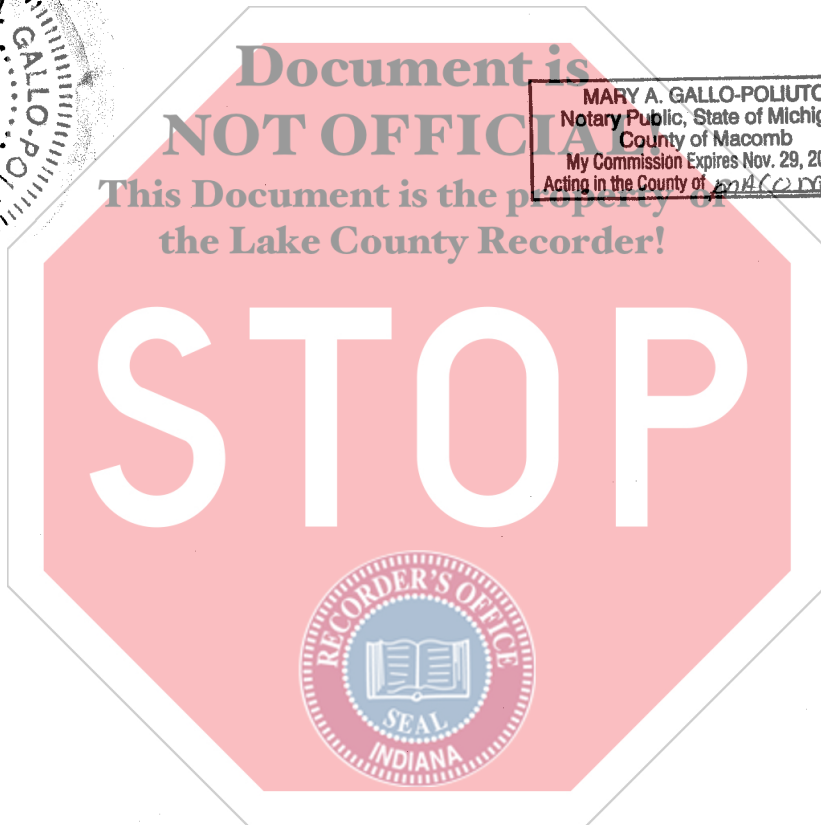
IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Mary A. Gallo-Poliuto  
Notary Public

My commission expires: 11-29-2019

Print Name: Mary A. Gallo-Poliuto

County of Residence: Macomb



MARY A. GALLO-POLIUTO  
Notary Public, State of Michigan  
County of Macomb  
My Commission Expires Nov. 29, 2019  
Acting in the County of Macomb