

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2017 JUL -7 AM 8:48

MICHAEL B. BROWN
RECORDER

THIS DOCUMENT PREPARED BY: 2017 04 15 51

Adam R. Moreland, Esq.
Chuhak & Tecson, P.C.
30 S. Wacker Drive, Ste. 2600
Chicago, Illinois 60606

AFTER RECORDING RETURN TO:

Return to:
Document Recording Service
P.O. Box 3008
Tallahassee, FL 32315-3008

**Document is
NOT OFFICIAL!**

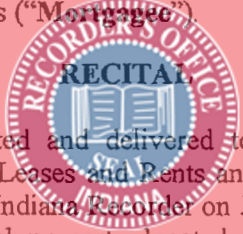
**This Document is the property of
the Lake County Recorder!**

Space Above This Line Reserved For Recorder's Use



**MODIFICATION OF LEASEHOLD MORTGAGE, SECURITY AGREEMENT,
ASSIGNMENT OF LEASES AND RENTS AND FIXTURE FILING**

THIS MODIFICATION OF LEASEHOLD MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS AND FIXTURE FILING ("Modification"), dated as of June 15, 2017, is made by GARY JET CENTER, INC., an Indiana corporation ("Mortgagor"), to and for the benefit of BMO HARRIS BANK N.A., as successor in interest to Harris N.A., its successors and assigns ("Mortgagee").



Mortgagor previously executed and delivered to Mortgagee a Leasehold Mortgage Security Agreement, Assignment of Leases and Rents and Fixture Filing dated May 10, 2011, and recorded with the Lake County, Indiana Recorder on June 21, 2011, as Document No. 2011 033551 ("Mortgage"), affecting real property located in Lake County, Indiana, as legally described on Exhibit A, attached hereto and made a part hereof. Capitalized terms used herein but not otherwise defined shall have the meanings given to them in the Mortgage.

MODIFICATIONS AND AGREEMENTS

1. Modification. Mortgagor and Mortgagee hereby modify the Mortgage such that the definition of "**Secured Obligations**" set forth therein is amended to include: (i) that certain Master Credit Agreement dated as of even date herewith, executed by and between GJC West and Mortgagee; and (ii) that certain Non-Revolver Line of Credit Facility Schedule dated as of even date herewith, executed by and between GJS West and Mortgagee, in the original principal amount of Two Million Four Hundred Thousand and 00/100 Dollars (\$2,400,000.00), and all other subsequent amendments, supplements,

25-
5 286717

AME

modifications, renewals, extensions, restatements, substitutions and replacements thereof.

2. Continuing Validity. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with its respective terms, as a first priority leasehold lien. Consent by Mortgagee to this Modification does not waive Mortgagee's right to require strict performance of the Mortgage as changed above nor obligate Mortgagee to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the Secured Obligations or other credit agreement secured by the Mortgage. It is the intention of Mortgagee to retain as liable all parties to the Mortgage and all parties, makers and endorsers to the documents described therein including accommodation parties, unless a party is expressly released by Mortgagee in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Mortgage does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Mortgagee that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.
3. Mortgage Validity. The Mortgage represents the unconditional, absolute, valid and enforceable obligation of and against Mortgagor in favor of Mortgagee. Mortgagor has no claims, counterclaims or set-offs with respect to the Related Documents as modified herein, as amended by this Modification. Mortgagor understands and acknowledges that the Mortgagee entered into the Related Documents, as amended by the Modification, in reliance upon, and in partial consideration for, this acknowledgment and representation, and agrees that such reliance is reasonable and appropriate. The undersigned Mortgagor hereby confirms and makes all of the representations and warranties in the Mortgage as of the date hereof.
4. Time. Time is of the essence of this Modification and each term hereof.
5. General Provisions. Any waiver contained in this Modification is singular in nature and should not be construed to represent a waiver of any other term of this Modification, nor should any such waiver be considered continuing in nature.
6. Governing Law. This Modification and all other Related Documents and the rights and obligations of the parties hereto shall be governed by the laws of the State of Indiana without regard to principles concerning choice of law. In any action arising out of or connected with the Mortgage or this Modification, the Mortgagor hereby expressly consents to the personal jurisdiction of any state or federal court located in the State of Illinois and also consents to service of process by any means authorized by federal or governing state law.
7. Counterparts. This Modification may be executed in as many counterparts as may be deemed necessary or convenient, each of which, when so executed, shall be deemed an original but all such counterparts shall constitute but one and the same instrument. This

Modification shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all of the parties reflected hereon as the signatories.

8. Authority. The signatories hereto state that they have read and understand this Modification, that they intend to be legally bound by it and that they expressly warrant and represent that they are duly authorized and empowered to execute it.

Remainder of page left blank intentionally—signature page to follow.

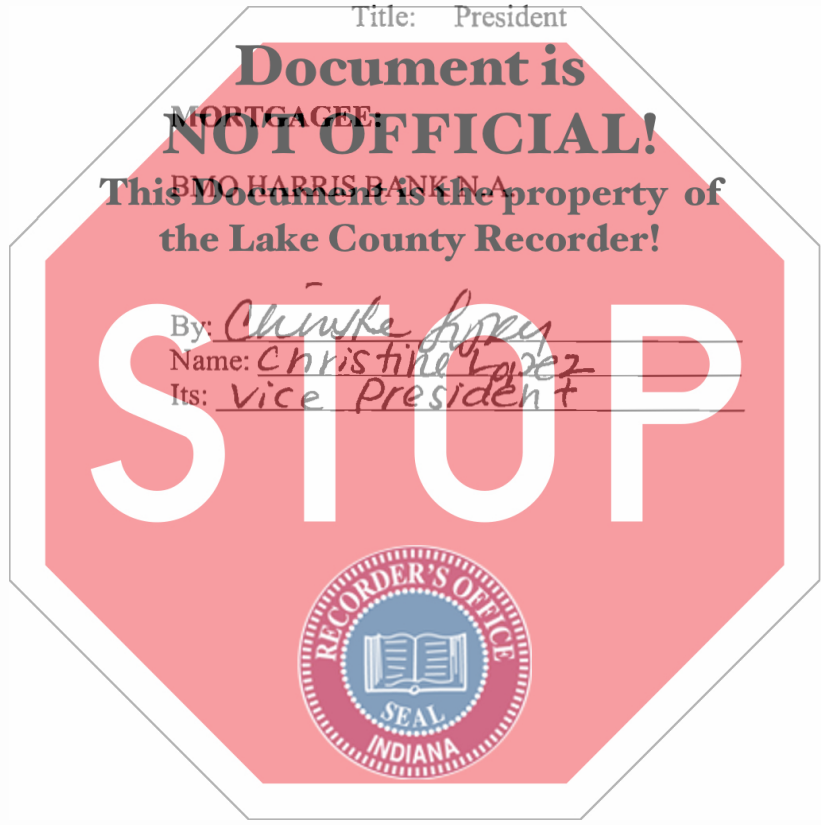


IN WITNESS WHEREOF, the parties have executed this Modification as of the date first above written.

MORTGAGOR:

GARY JET CENTER, INC., an
Indiana corporation

By: *Wilbur A. Davis*
Name: Wilbur A. Davis
Title: President

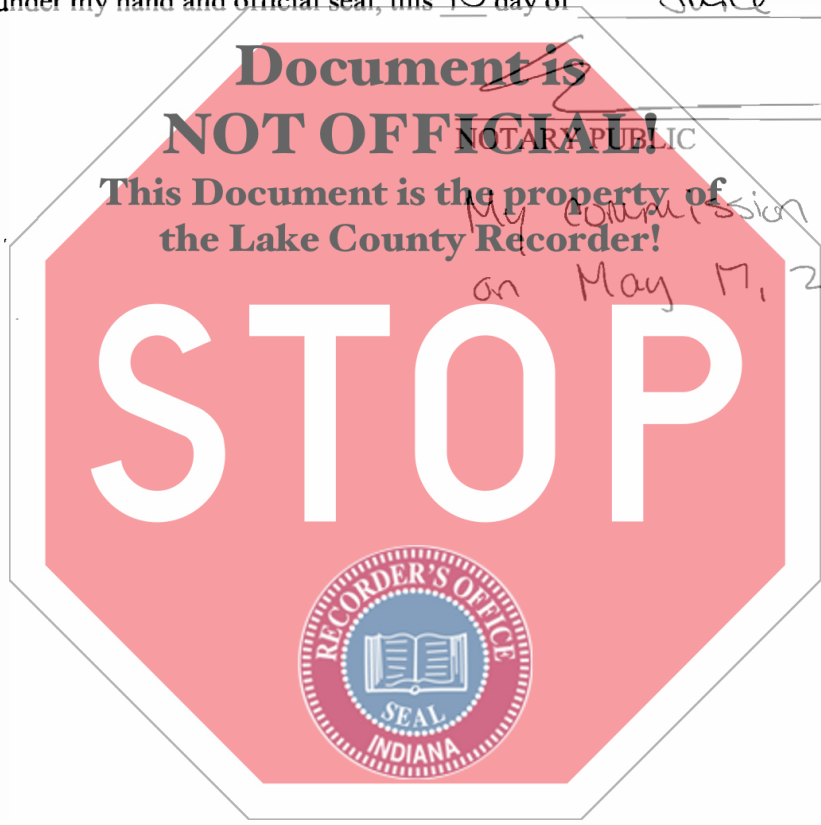


By: *Christine Lopez*
Name: Christine Lopez
Its: Vice President

State of Indiana)
County of Porter) SS

I, Rachel Field, a Notary Public in and for said County, in the state aforesaid, do hereby certify that Wilbur A. Davis, personally known to me to be the President of Gary Jet Center, Inc., an Indiana corporation, and the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, and as the free and voluntary act for said entity, for the uses and purposes therein set forth.

Given under my hand and official seal, this 15th day of June, 2017.



My commission expires on May 17, 2023.

EXHIBIT A

LEGAL DESCRIPTION

A PARCEL OF LAND IN SECTION 36, TOWNSHIP 37 NORTH, RANGE 9 WEST OF THE 2ND PRINCIPAL MERIDIAN, IN LAKE COUNTY, INDIANA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST COMER OF SAID SECTION 36; THENCE ON THE FOLLOWING FOUR COURSES: (1) SOUTH 0 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 2,170.09 FEET; (2) SOUTH 55 DEGREES 57 MINUTES 45 SECONDS EAST, A DISTANCE OF 1,607.10 FEET; (3) NORTH 34 DEGREES 02 MINUTES 15 SECONDS EAST, A DISTANCE OF 447.43 FEET; (4) SOUTH 55 DEGREES 57 MINUTES 45 SECONDS EAST, A DISTANCE OF 1,049.87 FEET TO THE PLACE OF BEGINNING; THENCE CONTINUING SOUTH 55 DEGREES 57 MINUTES 45 SECONDS EAST, A DISTANCE OF 330 FEET; THENCE NORTH 34 DEGREES 02 MINUTES 15 SECONDS EAST, A DISTANCE OF 250 FEET; THENCE NORTH 55 DEGREES 57 MINUTES 45 SECONDS WEST, A DISTANCE OF 330 FEET; THENCE SOUTH 34 DEGREES 02 MINUTES 15 SECONDS WEST, A DISTANCE OF 250 FEET TO THE PLACE OF BEGINNING.

