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NINTH AMENDMENT TO FIRST MORTGAGE
ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT
AND FINANCING STATEMENT

THIS NINTH AMENDMENT TO THE FIRST MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FINANCING STATEMENT (this "Amendment") is made as of the 29th day of December, 1993, by and between CALUMET BREWERIES, INC., an Indiana corporation, located at 6535 Osborn Avenue, Hammond, Indiana 46320 (herein, together with its successors and assigns, called "Borrower"), and AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, located at 33 North LaSalle Street, Chicago, Illinois 60690 (herein together with its successors and assigns, called "Bank").

RECITALS

A. Borrower and Bank have heretofore entered into a certain Loan and Security Agreement dated as of February 28, 1990 (as amended, the "Loan Agreement"), setting out certain terms and conditions upon which Bank has made a loan to Borrower in an amount equal to THREE MILLION ONE HUNDRED FIFTY THOUSAND DOLLARS (\$3,150,000.00) for purposes set out therein.

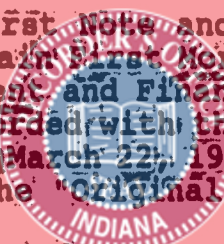
B. Pursuant to the Loan Agreement, Borrower executed and delivered to Bank two promissory notes, the first being that certain promissory note dated as of February 28, 1990 in the principal amount of TWO MILLION TWO HUNDRED FIFTY THOUSAND DOLLARS (\$2,250,000.00) (the "First Note"), and the second being that certain promissory note dated as of February 28, 1990 in the principal amount of up to NINE HUNDRED THOUSAND DOLLARS (\$900,000.00) (the "Second Note").

C. To secure the First Note and Second Note, Borrower and Bank entered into that certain First Mortgage, Assignment of Leases and Rents, Security Agreement and Financing Statement, dated as of February 28, 1990, and recorded with the office of the recorder of Lake County, Indiana, as of March 22, 1990 as document number 087262. (said mortgage is called the "Original Mortgage").

D. Borrower has heretofore executed and delivered to Bank, in connection with amendments to the Loan Agreement, a demand promissory note dated as of May 8, 1990, in favor of Bank and due and payable in full if not sooner paid on or before November 8, 1990, in the principal amount equal to TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000.00) (the "Original Third Note"). In connection with the Original Third Note, Borrower and Bank executed that

THIS INSTRUMENT PREPARED
BY AND AFTER RECORDING
MAIL TO:
Frank D. Ballantine, Esq.
Sachnoff & Weaver, Ltd.
30 S. Wacker Dr.
Chicago, IL 60606

TIGOR TITLE INSURANCE
Crown Point, Indiana



RECORDING
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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORDING

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certain First Amendment to First Mortgage, Assignment of Leases and Rents, Security Agreement and Financing Statement dated as of May 8, 1990 and recorded with the office of the recorder of Lake County, Indiana, on May 17, 1990 as document number 100997. Collateral under the Original Mortgage includes, inter alia, the real estate legally described on Exhibit A attached hereto.

E. Borrower has heretofore executed and delivered to Bank in connection with an amendment to the Loan Agreement an amended and restated demand promissory note dated as of November 8, 1990 in favor of Bank, in the principal amount of TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000.00) (the "Third Note"). In connection with the Third Note, Borrower and Bank executed that certain Second Amendment to First Mortgage, Assignment of Leases and Rents, Security Agreement and Financing Statement dated as of November 8, 1990 and recorded with the office of the recorder of Lake County, Indiana, on July 23, 1990 as document number 91003694.

F. Borrower has heretofore executed and delivered to Bank in connection with an amendment to the Loan Agreement an amendment to the First Note extending the maturity date thereof and a Consolidation, Amendment and Restatement of Promissory Notes dated as of February 28, 1991. In connection with said transactions, Borrower and Bank entered into that certain Third Amendment to First Mortgage, Assignment of Leases and Rents, Security Agreement and Financing Statement dated as of February 28, 1991 and recorded with the Office of the Recorder of Lake County, Indiana, on April 9, 1991 as document number 91016483.

G. Borrower has heretofore executed and delivered to Bank in connection with an amendment to the Loan Agreement an amendment to the First Note and the Demand Note extending the maturity date thereof. In connection with said transactions, Borrower and Bank entered into that certain Fourth Amendment to First Mortgage, Assignment of Leases and Rents, Security Agreement and Financing Statement dated September 30, 1991 and recorded November 15, 1991 as document number 91057967.

H. Borrower has heretofore executed and delivered to Bank in connection with an amendment to the Loan Agreement dated as of December 31, 1991, an amendment to the First Note and the Demand Note dated as of December 31, 1991, extending the maturity date thereof and amending certain other terms and provisions thereof. (The First Note as amended and the Demand Note, as amended, together with any and all further amendments, supplements thereto, extensions thereof, and notes which may be taken in whole or partial renewal, substitutions or extension thereof, collectively called the "Notes.")

I. Borrower has heretofore executed and delivered to Bank in connection with an amendment to the Loan Agreement dated April 30,

1992, and amendment to the First Note and the Demand Note dated as of April 30, 1992, extending the maturity date thereof and amending certain other terms and provisions thereof. In connection with said transactions, Borrower and Bank entered into that certain Fifth Amendment to First Mortgage, Assignment of Leases and Rents, Security Agreement and Financing Statement dated as of April 30, 1992 and recorded with the office of the recorder of Lake County, Indiana, on July 10, 1992 as document number 92044382.

J. Borrower has heretofore executed and delivered to Bank in connection with an amendment to the Loan Agreement dated July 31, 1992, and amendment to the First Note and the Demand Note dated as of July 31, 1992, extending the maturity date thereof and amending certain other terms and provisions thereof. In connection with said transactions, Borrower and Bank entered into that certain Sixth Amendment to First Mortgage, Assignment of Leases and Rents, Security Agreement and Financing Statement dated as of July 31, 1992 and recorded with the office of the recorder of Lake County, Indiana, on September 16, 1992 as document number 92058492.

K. Borrower has heretofore executed and delivered to Bank in connection with an amendment to the Loan Agreement dated October 30, 1992, and amendment to the First Note and the Demand Note dated as of October 30, 1992, extending the maturity date thereof and amending certain other terms and provisions thereof. In connection with said transactions, Borrower and Bank entered into that certain Seventh Amendment to First Mortgage, Assignment of Leases and Rents, Security Agreement and Financing Statement dated as of October 30, 1992 and recorded with the office of the recorder of Lake County, Indiana, on January 8, 1993 as document 93002035.

L. Borrower has heretofore executed and delivered to Bank in connection with an amendment to the Loan Agreement dated January 29, 1993, and amendment to the First Note and the Demand Note dated as of January 29, 1993, extending the maturity date thereof and amending certain other terms and provisions thereof. In connection with said transactions, Borrower and Bank entered into that certain Eighth Amendment to First Mortgage, Assignment of Leases and Rents, Security Agreement and Financing Statement dated as of January 29, 1993 and recorded with the office of the recorder of Lake County, Indiana, on May 26, 1993 as document 93034150.

M. Borrower has requested that Bank further amend the Loan Agreement and the Notes to amend terms thereof and to accept delivery to Bank of an additional promissory note in the original principal amount of \$350,000.00 (the "New Term Note") and Bank has agreed to such request, subject to further amendment of the First Note, the Demand Note, the Original Mortgage and the other Loan Documents.

N. The Original Mortgage, as amended by said First Amendment, said Second Amendment, said Third Amendment, said Fourth Amendment,

said Fifth Amendment, said Sixth Amendment, said Seventh Amendment, said Eighth Amendment, as amended herein and as it may hereafter be amended, supplemented, modified or extended, is referred to herein as the "Mortgage."

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) in hand paid, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Mortgage shall be, and hereby is, amended as follows:

1. Paragraph A. on page 1 of the Mortgage shall be deleted in its entirety and the following shall be substituted therefor:

A: Note, Principal and Interest. Borrower has executed and delivered to Bank:

(i) an installment promissory note dated as of February 28, 1990, as amended by amendments dated May 8, 1990, September 30, 1991, December 31, 1991, April 30, 1992, July 31, 1992, October 30, 1992, January 29, 1993, and December 29, 1993, in favor of Bank, and due and payable in full if not sooner paid on or before May 31, 1994, subject to acceleration as provided in such promissory note, or in this Mortgage, in the face principal amount equal to ONE MILLION SIX HUNDRED SEVENTY-ONE THOUSAND FOUR HUNDRED AND EIGHTY TWO AND NO/100 DOLLARS (\$1,671,482.00), and

(ii) a revolving promissory note dated as of February 28, 1990, and a promissory note dated May 8, 1990 (as amended and restated by demand promissory note dated as of November 8, 1990) as said notes were consolidated, amended and restated by instrument dated as of February 28, 1991, as further amended by instruments dated as of September 30, 1991, December 31, 1991, April 30, 1992, July 31, 1992, October 30, 1992, January 29, 1993, and by amendment dated December 29, 1993, in favor of Bank, and due and payable in full on demand, but in no event later than May 31, 1994, subject to acceleration as provided in such note, or in this Mortgage, in the face principal amount, as amended, equal up to SIX HUNDRED TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$625,000.00), and

(iii) an installment promissory note dated as of December 29, 1993, in favor of Bank, and due and payable in full if not sooner paid on or before May 31, 1994, subject to acceleration as provided in such promissory note, or in this Mortgage, in the face

principal amount equal to THREE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$350,000.00), and

(the unpaid principal amount of said installment promissory notes plus the face principal amount of said revolving promissory note as amended being TWO MILLION SIX HUNDRED FORTY SIX THOUSAND FOUR HUNDRED EIGHTY-TWO AND NO/100 DOLLARS (\$2,646,482.00) shall be called herein the "Loan Amount") (collectively, such installment promissory note as amended, such new Term Note and such revolving promissory note as consolidated, amended and restated, and further amended together with any and all amendments or supplements thereto, extensions thereof and notes which may be taken in whole or partial renewal, substitution or extension thereof or which may evidence any of the indebtedness secured hereby, shall be called herein the "Note"); The Note bears interest as provided in the Note, on the principal amount thereof from time to time outstanding; all principal and interest on the Note are payable in lawful money of the United States of America at the office of Bank in Chicago, Illinois, or at such place as the holder thereof may from time to time appoint in writing. Borrower is or will become justly indebted to Bank in the Loan Amount in accordance with the terms of the Note and this Mortgage.

2. All references in the Loan Agreement and the other loan documents to the Mortgage shall hereafter be deemed to refer to the Mortgage as amended hereby.

3. All of the terms, conditions, agreements and provisions set forth in the Mortgage, as hereby modified and supplemented, shall be and they hereby are reaffirmed, ratified, and confirmed in their entirety and incorporated herein by reference as if fully set forth herein.

4. Any term capitalized but not defined herein shall have the same meaning for purposes hereof as it has within and for purposes of the Loan Agreement and the Mortgage.

5. This Amendment shall be governed by and construed under the internal laws of the State of Indiana.

6. This Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. To induce Bank to enter into this Amendment, Borrower warrants to Bank that: (a) the execution and delivery of this Amendment, and the performance by Borrower of its obligations under this Amendment, are within the Borrower's corporate powers, have been duly authorized by all necessary corporate action, have received all necessary governmental approval (if any shall be required) and do not and will not contravene or conflict with any provisions of law or the corporate bylaws of Borrower or of any agreement binding upon Borrower, and (b) this Amendment is the

legal, valid and binding obligation of Borrower enforceable against borrower in accordance with its terms.

IN WITNESS WHEREOF, the parties hereto have caused this Ninth Amendment to be executed as of the date and year first above written.

BORROWER:

CALUMET BREWERIES, INC., and
Indiana corporation

ATTEST:

By:

Mark J. Kieran
MARK J. KIERAN, SECRETARY

By:

George E. Kieran
Name: George E. Kieran
Its: President

Document is
NOT OFFICIAL
BANK is AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association.
This Document is the property of the Lake County Recorder!

ATTEST:

By:

Name:

Title:

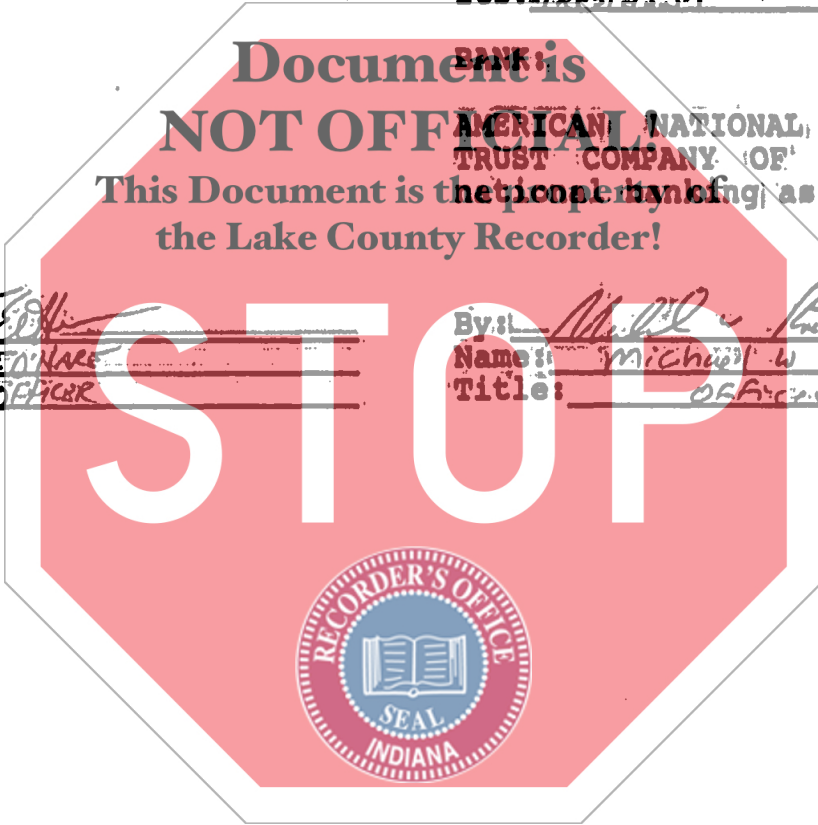
T. J. [Signature]
TEODORO
OFFICER

By:

Name:

Title:

Michael W. Korfiler
Michael W. Korfiler
OFFICER



STATE OF Illinois)
)
) SS.
COUNTY OF Cook)

I, Carol A. McGarry, a notary public in and for said county, in the State aforesaid, DO HEREBY CERTIFY THAT Michael W. Roethler, personally know to me to be the Officer of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, and Thomas E. O'Hare, personally know to me to be the Officer Secretary of said corporation, and personally know to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Officers and Secretary of said corporation, they signed and delivered said the said instrument pursuant to authority given by the Board of Directors of said corporation as their free and voluntary act, and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

GIVEN, under my hand and notarial seal this 29th day of December, 1993 the Lake County Recorder!

OFFICIAL SEAL
CAROL A. MCGARRY
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXPIRES 05 1997

Carol A. McGarry
Notary Public

My commission expires:
May 19, 1997



STATE OF INDIANA)
COUNTY OF LAKE) SS.

I, JOHN J. KIERNAN, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT GEORGE E. KIERNAN, personally known to me to be the President of CALUMET BREWERIES, INC., an Indiana corporation, and MARK J. KIERNAN, personally know me to be the Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and Secretary of said corporation, they signed and delivered the said instrument pursuant to authority given by the Board of Directors of said corporation as their free and voluntary act, and as the free and voluntary act, and deed of said corporation for the use and purposes therein set forth.

GIVEN, under my hand and notarial seal this 29th DAY OF December, 1993

This Document is the property of the Lake County Recorder!



[Handwritten Signature]
Notary Public

My commission expires: 12-19-97

Legal Description

6535 Osborn Avenue

Hammond, Indiana 46320

A parcel of land in the Northwest 1/4 of the Northwest 1/4 of Section 9, Township 36 North, Range 9 West of the 2nd Principal Meridian, in the City of Hammond, Lake County, Indiana, described as being that portion of said 1/4 1/4 which lies East of a line parallel to and 664 feet Easterly of the West line of said Section 9, Northerly and Westerly of the parcel owned by the Indiana Harbor Railroad and described in Deed Record 98 page 388, in the Recorder's Office of Lake County, Indiana, and Westerly of a straight line that is 82.20 feet Westerly of the West line of the 100 foot wide railroad right of way known as the Danville Branch of the New York Central Railroad at the North line of said Section 9 and 76.20 feet Westerly of the West line of the 100 foot wide railroad right of way at point 634.90 feet Southerly of the North line, more particularly described as beginning at a point in the North line of said Section 9, 664.00 feet Easterly of the Northwest corner of said Section 9, thence continuing Easterly on said North line 480.34 feet, more or less, to point that is 82.20 feet West of the West right of way line of the 100 foot wide Danville Branch; thence Southerly along a straight line, 634.90 feet, to a point on a curved line that is 76.20 feet Westerly of the West line of the 100 foot wide railroad right of way; thence Southerly and Westerly along said curve of 523.69 foot radius, convex to and Southeast, 579.47 feet to a line that is 664 feet Easterly parallel to the West line of said Section 9, thence Northerly on said 664 foot parallel line, 886.48 feet, to the North line of said Section 9 and the point of beginning. Excepting that part conveyed by Corporate Deed to Herbert D. Lipner recorded May 1, 1985 as Document No. 801262 described as follows: The North 263 feet by parallel lines along the center line of Osborn Avenue of the following: A parcel of land in the NW Quarter of the NW Quarter of Section 9, Township 36 North, Range 9 West of the Second Principal Meridian, City of Hammond, North Township, Lake County, Indiana, consisting of approx. 2.2900 acres, said parcel being that portion of said NW Quarter of the NW Quarter which lies East of a line parallel to and 664 feet Easterly of the West line of said Section 9, Northerly and Westerly of the parcel owned by the Indiana Harbor Railroad and described in Deed Record 98 pages 388-389, Recorder's Office, Lake County, Indiana, and Westerly of a straight line that is 82.20 feet Westerly of the West line of the 100 foot wide railroad right of way known as the Danville Branch of the New York Central Railroad, at the North line of said Section 9 and 76.20 feet Westerly of said West line of the 100 foot wide railroad right of way at a point 634.90 feet Southerly of the North line, more particularly described as beginning at a point in the North line of said Section 9, 664 feet Easterly of the NW corner of said Section 9, thence continuing Easterly on said North line, 480.34 feet, more or less, to a point that is 82.20 feet West of the West right of way line of the 100 foot wide Danville Branch; thence Southerly along a straight line, 634.90 feet to a point on a curved line that is 76.20 feet Westerly of said West line of the 100 foot wide railroad right of way; thence Southerly and Westerly along said curve of 523.69 foot radius, convex to the SE, 579.47 feet to a line that is 664 feet Easterly of and parallel to the West line of Section 9, thence Northerly on said 664 foot parallel line, 886.48 feet to the North line of said Section 9 and the point of beginning.