

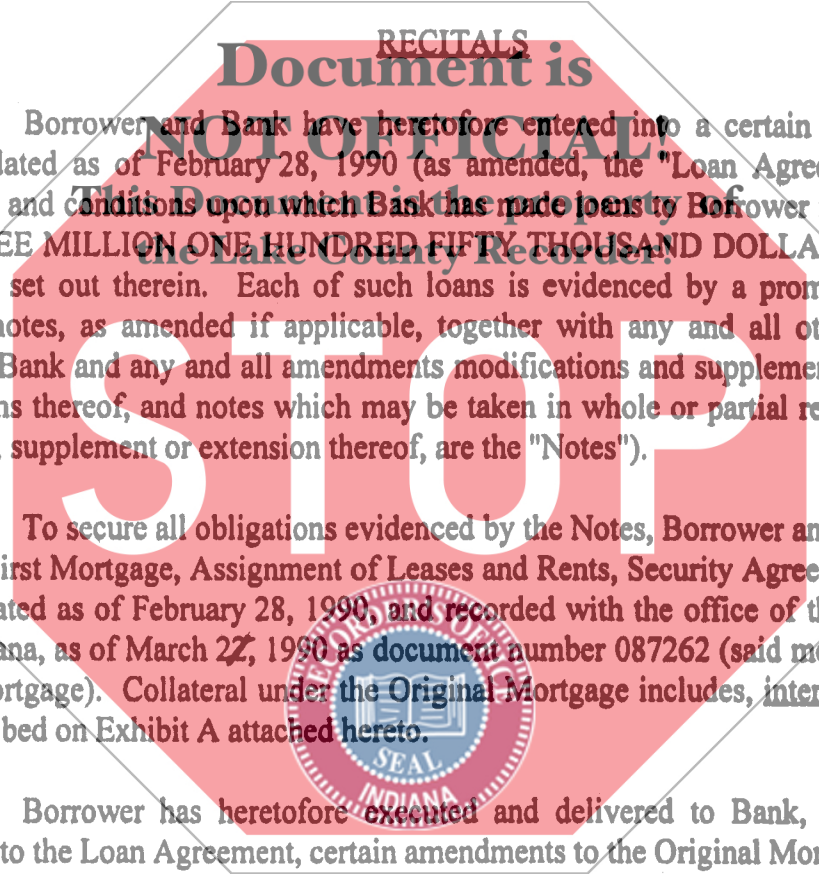
SACHOFF & WARRER
LTD
30 SOUTH WACKER DR.
29TH FLOOR
CHICAGO, IL 60606-
7484

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

THIS ELEVENTH AMENDMENT TO THE FIRST MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FINANCING STATEMENT (this "Amendment") is made as of the 4th day of October, 1996, 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").

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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 loans to Borrower in an amount not to exceed THREE MILLION ONE HUNDRED FIFTY THOUSAND DOLLARS (\$3,150,000.00) for purposes set out therein. Each of such loans is evidenced by a promissory note (which promissory notes, as amended if applicable, together with any and all other notes made by Borrower to Bank and any and all amendments modifications and supplements thereto renewals and extensions thereof, and notes which may be taken in whole or partial renewal, amendment, modification, supplement or extension thereof, are the "Notes").

B. To secure all obligations evidenced by the Notes, 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 27, 1990 as document number 087262 (said mortgage is called the "Original Mortgage"). Collateral under the Original Mortgage includes, inter alia, the real estate legally described on Exhibit A attached hereto.

C. Borrower has heretofore executed and delivered to Bank, in connection with amendments to the Loan Agreement, certain amendments to the Original Mortgage.

D. Borrower has requested that Bank make an additional loan pursuant to, and further amend, the Loan Agreement and Bank has agreed to such request, subject to delivery of an additional note and, inter alia, further amendment of the Original Mortgage.

E. The Original Mortgage, as previously amended as amended herein and as it may hereafter be amended, supplemented, modified or extended, is referred to herein as the "Mortgage."

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STATE OF INDIANA
LAKE COUNTY

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

20-3

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. Section 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 certain installment and demand promissory notes, including, without limitation, the promissory notes that are defined in the Loan Agreement, as amended, as the Demand Note, the Term Note, the Second Term Note, the Third Term Note and the Fourth Term Note, in each case as heretofore, now and hereafter in favor of Bank, and due and payable in full if not sooner paid on or before their respective maturity dates, the last maturity date of which is May 31, 1999, subject to acceleration as provided in such promissory note, or in this Mortgage, and collectively, such installment and demand promissory notes, as 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 and all other notes which now or hereafter may evidence any indebtedness of Borrower to Bank, 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. As used herein, the term "Loan Amount" shall mean the aggregate unpaid principal amount of the Note, but in no event shall such amount exceed \$3,150,000.00. 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. Section B. on page 1 of the Mortgage shall be deleted in its entirety and the following shall be substituted therefor:

B. Revolving Promissory Note. Pursuant to that certain Loan and Security Agreement between Borrower and Bank, dated as of February 28, 1990, as amended, Borrower has executed and delivered to Bank a revolving promissory note which is a Note referred to in Section A above. Pursuant to such revolving promissory note, as amended, Borrower may from time to time pay and reborrow up to a principal sum outstanding at any one time in the aggregate of Six Hundred and Twenty Five Thousand Dollars (\$625,000), This Mortgage secures all amounts borrowed and reborrowed under said revolving promissory note.

3. 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.

4. 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.

5. 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.

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

7. 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 Eleventh Amendment to be executed as of the date and year first above written.



BORROWER:

**CALUMET BREWERIES, INC., and
Indiana corporation**

ATTEST:

By: [Signature]

MARK T. KERRAN, SECRETARY

By: [Signature]

GEORGE E. KERRAN
Name: President

BANK:

**AMERICAN NATIONAL BANK AND
TRUST COMPANY OF CHICAGO, a
national banking association**

ATTEST:

By: [Signature]

ERIK J. CAMPBELL
Name: ASSOCIATE
Title: ASSOCIATE

By: [Signature]

ISRA Z. EKHIAL
Name: OFFICER
Title: OFFICER

STATE OF IL.)
COUNTY OF COOK) SS.

I, MARIA S. LOWY, a notary public in and for said county, in the State aforesaid, DO HEREBY CERTIFY THAT Isra Ekbal, personally know to me to be the OFFICER of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, and _____, personally know to me to be the _____ 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 _____ 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 14 day of October, 1996
the Lake County Recorder!

Maria S. Lowy
Notary Public

My commission expires:
10/29/97

OFFICIAL SEAL
MARIA S. LOWY
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 10-29-97

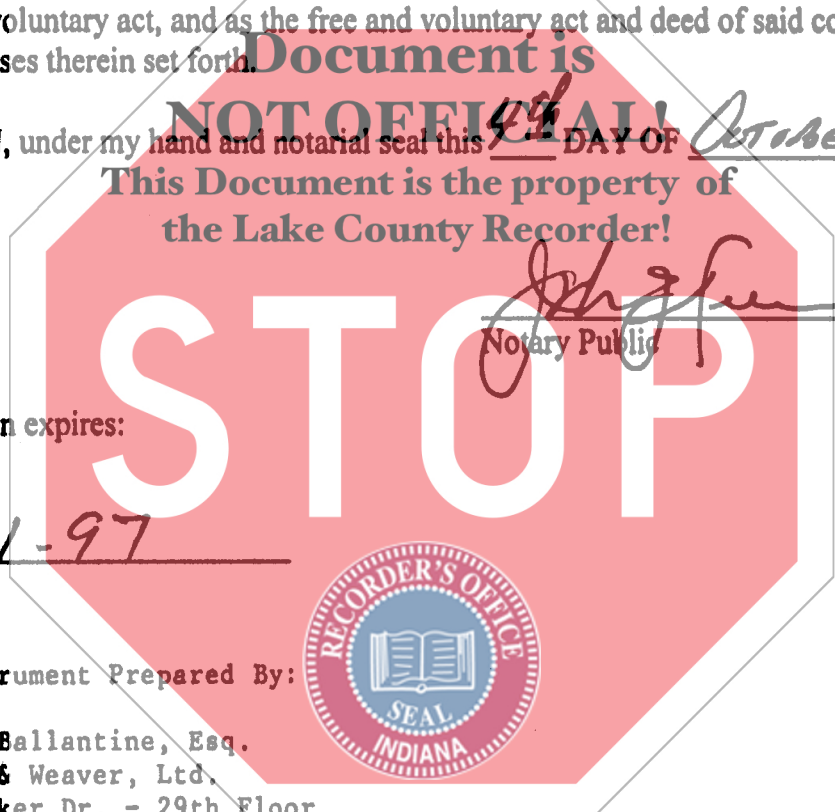


STATE OF INDIANA)
) SS.
COUNTY OF LAKE)

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 MART. 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 uses and purposes therein set forth.

GIVEN, under my hand and notarial seal this 4th DAY OF OCTOBER, 1996

This Document is the property of
the Lake County Recorder!



This Instrument Prepared By:
Frank D. Ballantine, Esq.
Sachnoff & Weaver, Ltd.
30 S. Wacker Dr. - 29th Floor
Chicago, IL 60606

EXHIBIT "A"

Legal Description

6835 Oakton 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 Second Principal Meridian, 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 East of the West line of said Section 9, Northernly and Westerly of the parcel owned by the Indiana Harbor Railroad and described in Deed Record 98 page 188, in the Recorder's Office of Lake County, Indiana, and Westerly of a straight line that is 82.20 feet West 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, more particularly described as follows: Beginning at a point in the North line of said Section 9, 664 feet Easterly of the Northwest corner of said Section 9; thence southerly 634.90 feet Easterly of the Northwest corner of said Section 9; thence southerly 488.24 feet, more or less, to a point on a curved line that is 76.20 feet Easterly of the West 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 Easterly 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 Northernly 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. 891282 described as follows: The North 268 feet by parallel line along the outer line of Oakton 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, containing of approx. 2.290 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, Northernly and Westerly of the parcel owned by the Indiana Harbor Railroad and described in Deed Record 98 pages 188-189, Recorder's Office, Lake County, Indiana, and Westerly of a straight line that is 82.20 feet West 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 West of said West line of the 100-foot wide railroad right of way at a point 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, 488.24 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 curved line that is 76.20 feet Easterly 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 Northernly on said 664-foot parallel line, 886.48 feet to the North line of said Section 9 and the point of beginning.

