

First Financial Bank, National Association
Borrower: R.M. Teibel & Associates, Inc.
Loan Number: 2230094009

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THIS DOCUMENT REFERENCES AND AMENDS THE TERMS OF AN OPEN-END MORTGAGE AND SECURITY AGREEMENT DATED AS OF **FEBRUARY 13, 2008** AND RECORDED IN **INSTRUMENT #2008 011249** OF THE LAKE COUNTY, INDIANA OFFICIAL REAL ESTATE RECORDS.

Amendment of Open-End Mortgage, Assignment of Rents and Leases, Security Agreement, and Fixture Filing
(Maximum Principal Amount \$1,989,000.00)

THIS AMENDMENT OF OPEN-END MORTGAGE AND SECURITY AGREEMENT ("Amendment") is made as of **January 15, 2009** by and between **R.M. Teibel & Associates, Inc.**, an Indiana Corporation located at **P O Box 1313, Lafayette, IN 47905**, (the "Mortgagor") and **First Financial Bank, National Association**, a national banking association, located at 300 High Street, Hamilton, Ohio 45011 (the "Mortgagee").

WITNESSETH:

WHEREAS, Mortgagor and Mortgagee entered into that certain Open-End Mortgage and Security Agreement dated as of **February 13, 2008**, which granted a mortgage lien from Mortgagor to Mortgagee encumbering the real estate described on **Exhibit A** attached hereto, and which Mortgage was recorded in **Instrument # 2008 011249** of the **Lake County, Indiana** real estate records (the "Mortgage"); and

WHEREAS, Mortgagor desires to amend the Mortgage to reflect additional Indebtedness and to ensure that the Mortgage will secure the additional Indebtedness; and

WHEREAS, Mortgagor and Mortgagee desire that the Mortgage, as amended by this Amendment, shall maintain its priority.

NOW, THEREFORE, in consideration of the premises, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. Capitalized terms used and not otherwise defined herein are used with the meaning set forth in the Mortgage.

3. The Mortgage shall secure, in addition to the indebtedness secured by the original Mortgage, all Indebtedness and Impositions, as defined herein. "Indebtedness" shall include (a) each and every term, provision, condition, obligation, covenant, and agreement of Mortgagor set forth in this Mortgage, the Loan Documents and in any amendments, modifications or restatements to any of the foregoing; (b) all loans, advances, indebtedness and each and every other obligation or liability of Mortgagor owed to Mortgagee, however created, of every kind and description, whether now existing or hereafter arising and whether direct or indirect, primary or as guarantor or surety, absolute or contingent, due or to become due, liquidated or unliquidated, matured or unmatured, participated in whole or in part, created by trust agreement, lease, overdraft, agreement, or otherwise, whether or not secured by additional collateral, whether originated with Mortgagee or owed to others and acquired by Mortgagee by purchase, assignment or otherwise, and including, without limitation, all loans, advances, indebtedness and every obligation arising under the Loan Documents, all obligations to perform or forbear from performing acts, any and all Rate Management Obligations (as defined in the Loan Documents), all amounts represented by letters of credit now or hereafter issued by Mortgagee for the benefit of or at the request of Mortgagor all agreements, instruments and documents evidencing, guarantying, securing or otherwise executed in connection with any of the foregoing, together with any amendments, modifications, and restatements thereof, and all expenses and attorneys' fees incurred or other sums disbursed by Mortgagee under this Mortgage or any other document, instrument or agreement related to any of the foregoing; and (c) all future advances disbursed by Mortgagee to Mortgagor under **Section 9.1** (Future Advances) of this Mortgage. "Impositions" shall include (a) all real estate taxes, personal property taxes, assessments, water and sewer rates and charges, and all other governmental levies and charges, of every kind and nature whatsoever, general and special, ordinary and extraordinary, which are assessed, levied, confirmed, imposed or become a lien upon or against the Property or any portion thereof, and all taxes, assessments and charges upon the rents, issues, income or profits of the Property, or which become payable with respect thereto or with respect to the occupancy, use or possession of the Property, whether such taxes, assessments or charges are levied directly or indirectly.

4. Section 9.1 relating to future advances of the Mortgage is hereby deleted in its entirety and replaced with the following:

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
RECORDED
MAR 2 11 11:15 AM '09
MICHAEL A. BROWN
RECORDER

Document is NOT OFFICIAL!
This Document is the property of First Financial Bank, National Association

2400
60085965
60087136

Modification of Open End [Leasehold] Mortgage
(New Value)
October 2008

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Future Advances. The parties hereto intend and agree that this Mortgage shall secure unpaid balances of any loan advances, whether obligatory or not, and whether made pursuant to the Loan Documents or not, made by Mortgagee after this Mortgage is delivered to the Recorder for record to the extent that the total unpaid loan indebtedness, exclusive of interest thereon, does not exceed the maximum aggregate amount of unpaid loan indebtedness which may be outstanding at any time, which is **One Million Nine Hundred Eighty Nine Thousand Dollars (\$1,989,000.00)**. Mortgagor further covenants and agrees to repay all such loan advances with interest, and that the covenants contained in this Mortgage shall apply to such loan advances as well.

5. Mortgagor acknowledges that it will be prepared to pay off the loan in full on the maturity date, and that Mortgagee has never made any representation to Mortgagor that Mortgagee will refinance the loan.

6. Mortgagor acknowledges that Mortgagee has performed all of its obligations to Mortgagor to date, that Mortgagee is not in default of any of Mortgagee's obligations, and that Mortgagor has no defenses, setoffs, or other claims against Mortgagee arising out of the Indebtedness or the Mortgage and the Loan Documents.

7. Mortgagor agrees that this is not a novation of any Indebtedness but merely a modification of the existing Indebtedness.

8. Mortgagor acknowledges that it is still bound by the original Mortgage which remains in full force and effect in accordance with its terms, except as modified herein and by any amendment documents executed contemporaneously herewith. Except as expressly amended herein, all other terms and provisions of the Mortgage remain in full force and effect. The lien of the Mortgage is in no manner impaired hereby and any default under the terms of the Mortgage or the Loan Documents shall constitute a default hereunder, and any default hereunder shall constitute a default under the Mortgage and Loan Documents.

9. All provisions of the Mortgage not inconsistent with this Amendment shall remain unchanged and in full force and effect. In the event of conflict between and among the various provisions in the Mortgage and this Amendment, the provisions of this Amendment shall prevail.



IN WITNESS WHEREOF, this instrument has been executed by Mortgagor and Mortgagee on the date first written above.

MORTGAGOR:

R.M. Teibel & Associates, Inc.

By: *Brad Teibel*
Printed Name: Brad Teibel
Title: Vice President

State of Indiana)
County of Lake) ss:

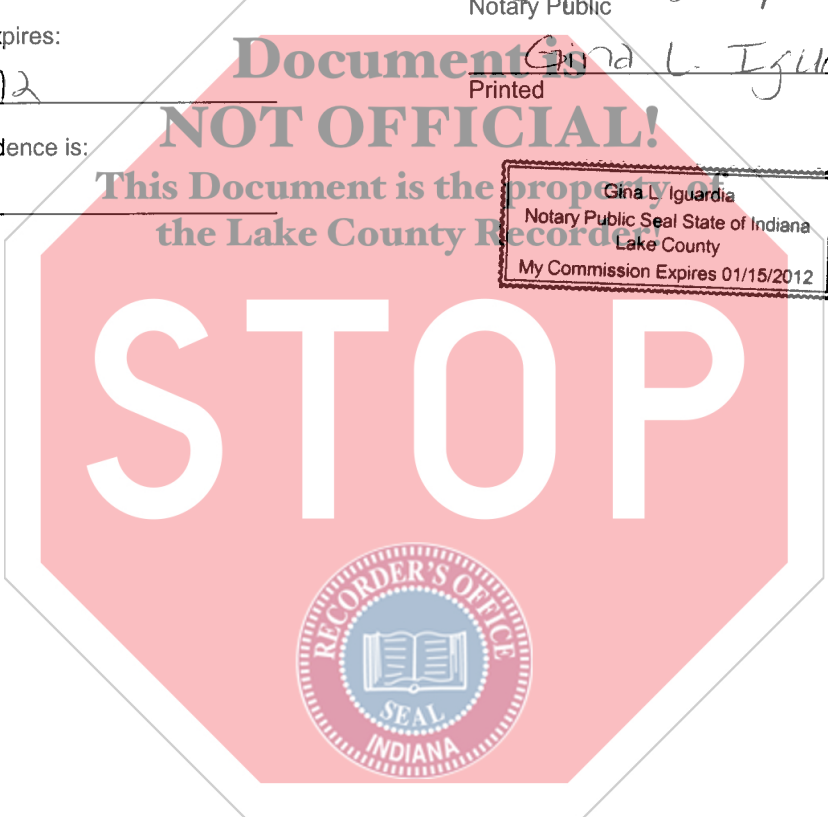
Before me, the undersigned, a Notary Public for Lake County, State of Indiana, personally appeared **Brad Teibel**, the **Vice President** of **R.M. Teibel & Associates, Inc.**, an Indiana Corporation, and acknowledged execution of the foregoing instrument on behalf of First Financial Bank this 22nd day of January, 2012.

Gina L. Iguardia
Notary Public

My Commission Expires:
1-15-2012

My County of Residence is:
Lake

Gina L. Iguardia
Printed



MORTGAGEE:

FIRST FINANCIAL BANK, NATIONAL ASSOCIATION

By: [Signature]
Printed Name: Michael Schneider
Title: Lending Officer

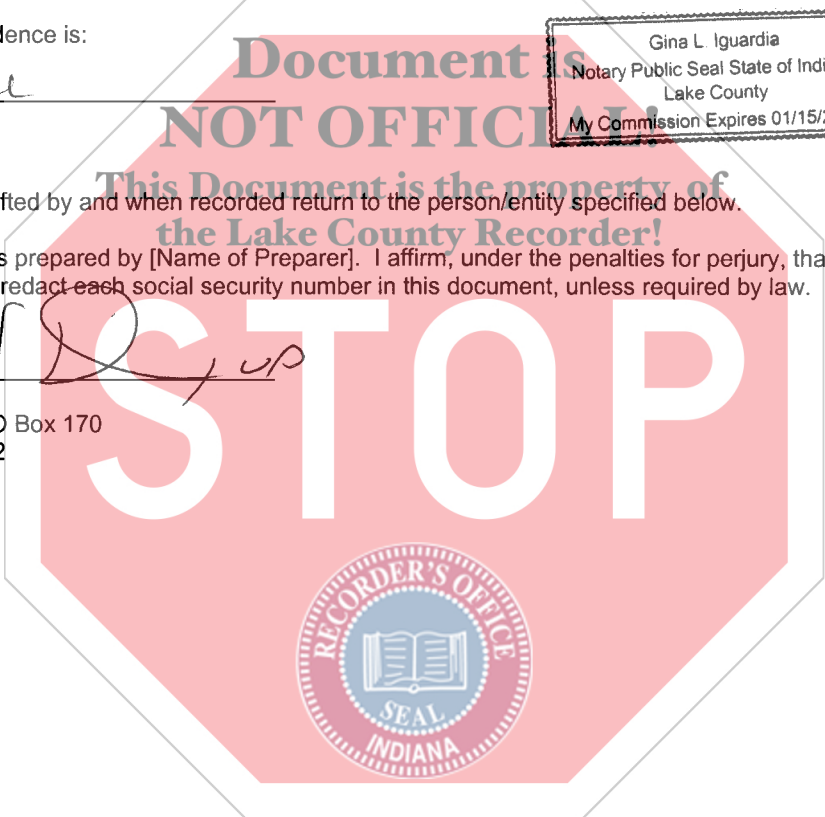
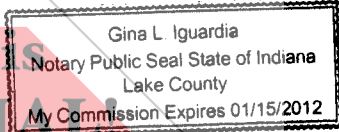
State of Indiana)
County of Lake) ss:

Before me, the undersigned, a Notary Public for Lake County, State of Indiana, personally appeared **Michael Schneider**, the **Lending Officer** of First Financial Bank, National Association, a national banking association, and acknowledged execution of the foregoing instrument on behalf of First Financial Bank, National Association this 22nd day of January, 2007.

[Signature]
Notary Public
Gina L. Iguardia
Printed

My Commission Expires:
1-15-2012

My County of Residence is:
Lake



This instrument drafted by and when recorded return to the person/entity specified below.
This instrument was prepared by [Name of Preparer]. 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.

[Signature]
Michael Schneider
225 N Main St., P O Box 170
Celina, Ohio 45822

EXHIBIT A

Legal Description

Lot 3A, in the Replat of Lots 2 & 3 in Crownhurst-Broadway Subdivision, an Addition to Crown Point, Indiana, as per plat thereof, recorded in Plat Book 101, Page 69, in the Office of the Recorder of Lake County, Indiana.

