

FILED FOR RECORD

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**COLLATERAL AGREEMENT COVERING LOANS TO THIRD PARTY**

Merrillville, Indiana OCTOBER 8 2010  
DATE

KNOW ALL MEN BY THESE PRESENTS that, in consideration of any loan or other financial accommodation heretofore or hereafter at any time made or granted to BORROWER

(hereinafter called "Customer") or to the undersigned (or any of them), by CENTIER BANK, MERRILLVILLE, INDIANA (hereinafter, together with its successors and assigns, called the "Bank"), the undersigned agree(s) with the Bank that, to secure the payment of the Liabilities (hereinafter defined), the Bank shall have a lien upon and security interest in all property at any time delivered, pledged, assigned or transferred by the undersigned (or any of them) to the Bank and any other property of every kind or description of the undersigned (or any of them) now or hereafter in the possession or control of the Bank for any purpose, including all dividends and distributions on or other rights with respect to any property hereinabove referred to (all such property, dividends, distributions and rights being hereinafter collectively called the "Collateral"), and further agree(s) to deliver to the Bank, upon its request, any such dividends, distributions and rights which may at any time come into the possession of the undersigned. The term "Liabilities", as used herein, shall mean all obligations of the Customer or the undersigned (or any of them) to the Bank, howsoever created, arising or evidenced, whether direct or indirect, absolute or contingent, or now or hereafter existing, or due or to become due. The undersigned waive(s) notice of the existence or creation of all or any of the Liabilities.

Any of the undersigned who has delivered, pledged, assigned or transferred any property to the Bank, or who may hereafter do so, warrants to the Bank that such undersigned is, or at the time of any such future delivery, pledge, assignment or transfer will be, the lawful owner of such property, free of all claims and liens other than the security interest hereunder, with full right to deliver, pledge, assign and transfer such property to the Bank as Collateral hereunder.

The Bank shall be deemed to have exercised reasonable care in the custody and preservation of the Collateral if it takes such action for that purpose as the undersigned (or if more than one, such of the undersigned as shall have an ownership interest in such Collateral) shall request in writing, but failure of the Bank to comply with any such request shall not of itself be deemed a failure to exercise reasonable care, and no failure of the Bank to preserve or protect any rights with respect to the Collateral against prior parties, or to do any act with respect to preservation of the Collateral not so requested by the undersigned, shall be deemed a failure to exercise reasonable care in the custody or preservation of the Collateral.

The Bank may, from time to time, whether before or after any of the Liabilities shall become due and payable, without notice to the undersigned (or any of them), take all or any of the following actions: (a) transfer all or any part of the Collateral into the name of the Bank or its nominee, with or without disclosing that such Collateral is subject to the lien and security interest hereunder, (b) notify the parties obligated on any of the Collateral to make payment to the Bank of any amounts due or to become due thereunder, (c) enforce collection of any of the Collateral by suit or otherwise, and surrender, release or exchange all or any part thereof, or compromise or extend or renew for any period (whether or not longer than the original period) any obligations of any nature of any party with respect thereto, and (d) take control of any proceeds of the Collateral.

The Bank may, furthermore, from time to time, whether before or after any of the Liabilities shall be come due and payable, without notice to the undersigned (or any of them), take all or any of the following actions: (a) retain or obtain a security interest in any property, in addition to the Collateral, to secure any of the Liabilities, (b) retain or obtain the primary or secondary liability of any part or parties, in addition to the Customer or the undersigned (or any of them) with respect to any of the Liabilities, (c) extend or renew for any period, (whether or not longer than the original period) or exchange any of the Liabilities or release or compromise any obligation of any nature of any party with respect thereto, (d) surrender, release or exchange all or any part of any property, in addition to the Collateral, securing any of the Liabilities, or compromise or extend or renew for any period (whether or not longer than the original period) any obligations of any nature of any party with respect to any such property, and (e) resort to the Collateral for payment of any of the Liabilities whether or not it shall have resorted to any other property securing the Liabilities or shall have proceeded against any party primarily or secondarily liable on any of the Liabilities.

Non-payment, when due, whether by acceleration or otherwise, of any amount payable on any of the Liabilities shall constitute a default hereunder. Upon such default, (a) the Bank may exercise from time to time any rights and remedies available to it under the Uniform Commercial Code as in effect from time to time in Indiana or otherwise available to it, and (b) the Bank may, without demand or notice of any kind, appropriate and apply toward the payment of such of the Liabilities, and in such order of application, as the Bank may from time to time elect, any balances, credits, deposits, accounts or moneys of the undersigned (or any of them). If any notification of intended disposition of any of the Collateral is required by law, such notification, if mailed, shall be deemed reasonably and properly given if mailed at least five days before such disposition, postage prepaid, addressed to the undersigned (or if more than one, to such of the undersigned as shall have an ownership interest in such Collateral), either at the address of such undersigned shown below, or at any other address of such undersigned appearing on the records of the Bank. Any proceeds of any disposition of Collateral may be applied by the Bank to the payment of expenses in connection with the Collateral, including reasonable attorneys' fees and legal expenses, and any balance of such proceeds may be applied by the Bank toward the payment of such of the Liabilities, and in such order of application, as the Bank may from time to time elect. All rights and remedies of the Bank expressed hereunder are in addition to all other rights and remedies possessed by it, including those under any other agreement or instrument relating to any of the Liabilities or any security therefore. No delay on the part of the Bank in the exercise of any right or remedy shall operate as a waiver thereof, and no single or partial exercise by the Bank of any right or remedy shall preclude other or further exercise thereof or the exercise of any other right or remedy. No action of the Bank permitted hereunder shall impair or affect the rights of the Bank in and to the Collateral.

This Agreement has been made and delivered at Merrillville Ind., and shall be governed by the laws of the State of Indiana. Wherever possible each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

Address  
2200 N. MAIN STREET  
CROWN POINT, IN 46307

LAKE COUNTY TRUST COMPANY, AS TRUSTEE OF THE TRUST KNOWN AS THE DSK FAMILY TRUST NO. 5400 DATED NOVEMBER 1, 2002  
LAKE COUNTY TRUST COMPANY, AS TRUSTEE, OF P & M TRUST #5444 DATED FEBRUARY 18, 2003

AMOUNT \$ 19<sup>00</sup>  
CASH  CHARGE \_\_\_\_\_  
CHECK # \_\_\_\_\_  
OVERAGE \_\_\_\_\_  
COPY \_\_\_\_\_  
NON-COM \_\_\_\_\_  
CLERK BIB

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LAKE COUNTY TRUST COMPANY, AS TRUSTEE UNDER  
THE PROVISIONS OF A CERTAIN TRUST AGREEMENT,  
KNOWN AS TRUST NO. 5390

LAKE COUNTY TRUST COMPANY, AS TRUSTEE UNDER  
THE TERMS AND PROVISIONS OF A TRUST  
AGREEMENT, AND KNOWN AS TRUST NO. 5300

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Merrillville, Indiana OCTOBER 8, 2010

DATE

*KNOW ALL MEN BY THESE PRESENTS* that, in consideration of any loan or other financial accommodation heretofore or hereafter at any time made or granted to: BORROWER

(hereinafter called "Customer"), by CENTIER BANK (hereinafter; together with its successors and assigns, called the "Bank"), the undersigned agree(s) with the Bank that the Customer is hereby authorized to deliver, pledge, assign and transfer to the Bank all or any part of the property described below belonging to (or an interest in which belongs to) the undersigned:

REAL ESTATE MORTGAGE DATED JULY 8, 2004 GIVEN BY LAKE COUNTY TRUST COMPANY, AS TRUSTEE UNDER THE TERMS AND PROVISIONS OF A TRUST AGREEMENT, AND KNOWN AS TRUST NO. 5300 IN THE AMOUNT OF \$500,000.00 ON PROPERTY MORE COMMONLY KNOWN AS VARIOUS LOTS IN COUNTRY MEADOWS ESTATES, WINFIELD, INDIANA RECORDED ON AUGUST 20, 2004 UNDER DOCUMENT NUMBER 2004 071398 IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA; REAL ESTATE MORTGAGE DATED MARCH 13, 2007 GIVEN BY LAKE COUNTY TRUST COMPANY, AS TRUSTEE OF THE TRUST KNOWN AS THE DSK FAMILY TRUST NO. 5400 DATED NOVEMBER 1, 2002, AS TO PARCEL 1, LAKE COUNTY TRUST COMPANY, AS TRUSTEE, OF P & M TRUST #5444 DATED FEBRUARY 18, 2003, AS TO PARCEL 2 AND LAKE COUNTY TRUST COMPANY, AS TRUSTEE UNDER THE PROVISIONS OF A CERTAIN TRUST AGREEMENT, KNOWN AS TRUST NO. 5390, AS TO PARCEL 3 IN THE AMOUNT OF \$1,135,000.00 ON PROPERTY MORE COMMONLY KNOWN AS 12803 CLARK STREET, CROWN POINT, INDIANA RECORDED ON APRIL 12, 2007 UNDER DOCUMENT NUMBER 2007 030235 IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

LEGAL DESCRIPTION FOR TRUST NUMBER 5300:

LOTS 101, 104 AND 113, IN COUNTRY MEADOWS 3<sup>RD</sup> ADDITION, UNIT 21, AN ADDITION TO THE TOWN OF WINFIELD, INDIANA, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 90 PAGE 75, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

LEGAL DESCRIPTION FOR THE TRUST NUMBER 5400 (AS TO PARCEL 1), TRUST NUMBER 5444 (AS TO PARCEL 2) AND TRUST NUMBER 5390 (AS TO PARCEL 3):

PARCEL 1: 20 ACRES OFF THE SOUTH END OF THE FRACTIONAL WEST HALF OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 34 NORTH, RANGE 8 WEST OF THE SECOND PRINCIPAL MERIDIAN, IN LAKE COUNTY, INDIANA, EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL: THE NORTH 200 FEET OF 20 ACRES OFF THE SOUTH END OF THE FRACTIONAL WEST HALF OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 34 NORTH, RANGE 8 WEST OF THE SECOND PRINCIPAL MERIDIAN, IN LAKE COUNTY, INDIANA.

PARCEL 2: THE NORTH 200 FEET OF 20 ACRES OFF THE SOUTH END OF THE FRACTIONAL WEST HALF OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 34 NORTH, RANGE 8 WEST OF THE SECOND PRINCIPAL MERIDIAN, IN LAKE COUNTY, INDIANA.

PARCEL 3: THE NORTH 22.99 ACRES OF THE NORTH HALF OF FRACTIONAL WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 34 NORTH, RANGE 8 WEST OF THE 2<sup>ND</sup> PRINCIPAL MERIDIAN, IN LAKE COUNTY, INDIANA, EXCEPTING THEREFROM THE SOUTH 300 FEET OF THE WEST 600 FEET.

THE ABOVE 3 PARCELS ARE NOW KNOWN AS: LOTS 1 TO 28, BOTH INCLUSIVE, AND PRIVATE PARK – A- AND PRIVATE PARK –B -, IN DEER RIDGE SOUTH, AN ADDITION TO LAKE COUNTY, INDIANA, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 101, PAGE 17, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

(such property, together with all dividends and distributions thereon and other rights in connection therewith, being hereinafter collectively called the "Collateral"), and to grant to the Bank a security interest and such rights in the Collateral, all as the Customer may determine in the sole discretion of the Customer, in order to secure the payment of all obligations of the Customer to the Bank, howsoever created, arising or evidenced, whether direct or indirect, absolute or contingent, or now or hereafter existing, or due or to become due (all such obligations being hereinafter collectively called the "Liabilities"). The undersigned waive(s) notice of the existence or creation of all or any of the Liabilities.

The undersigned warrant(s) to the Bank that the undersigned is the lawful owner of the Collateral, free of all claims and liens other than the security interest of the Bank and the interest, if any, of the Customer therein, with full right to deliver, pledge, assign and transfer the interest of the undersigned in the Collateral, and to authorize the delivery, pledge, assignment and transfer by the Customer to the Bank of the interest of the undersigned in the Collateral.

The Bank shall be deemed to have exercised reasonable care in the custody and preservation of any of the Collateral in its possession if it takes such action for that purpose as the Customer shall request in writing, but failure of the Bank to comply with any such request shall not of itself be deemed a failure to exercise reasonable care, and no failure of the Bank to preserve or protect any rights with respect to such Collateral against prior parties, or to do any act with respect to preservation of such Collateral not so requested by the customer, shall be deemed a failure to exercise reasonable care in the custody or preservation of such Collateral.

2200 N. MAIN STREET. CROWN POINT, IN 46307

LAKE COUNTY TRUST COMPANY, AS TRUSTEE OF THE TRUST KNOWN AS THE DSK FAMILY TRUST NO. 5400 DATED NOVEMBER 1, 2002

By: See Attached Signature Page

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LAKE COUNTY TRUST COMPANY, AS TRUSTEE, OF P & M TRUST #5444 DATED FEBRUARY 18, 2003

By: See Attached Signature Page

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LAKE COUNTY TRUST COMPANY, AS TRUSTEE UNDER THE PROVISIONS OF A CERTAIN TRUST AGREEMENT, KNOWN AS TRUST NO. 5390

By: See Attached Signature Page

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LAKE COUNTY TRUST COMPANY, AS TRUSTEE UNDER THE TERMS AND PROVISIONS OF A TRUST AGREEMENT, AND KNOWN AS TRUST. NO. 5300

By: See Attached Signature Page

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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.

Name: Diana M. Foster

Printed Name: Diana M. Foster

This instrument was prepared by DONALD R. KISZKA, VICE PRESIDENT, CENTIER BANK, 600 EAST 84<sup>TH</sup> AVENUE, MERRILLVILLE, Indiana 46410

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against LAKE COUNTY TRUST COMPANY on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

Nothing contained herein shall be construed as creating any liability on LAKE COUNTY TRUST COMPANY, personally under the provisions of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) or the Indiana Responsible Property Transfer Law (the Act) as amended from time to time or any other Federal, State or local law, rule or regulation. LAKE COUNTY TRUST COMPANY, personally is not a "Transferor or Transferee" under the Act and makes no representations concerning any possible environmental defects. In making any warranty herein the Trustee is relying solely on information furnished to it by the beneficiaries and not of its own knowledge and specifically exculpates itself from any liabilities, responsibilities or damages as a result of including any warranty in this instrument.

The information contained in this instrument has been furnished the undersigned by the beneficiaries under aforesaid Trust and the statements made therein are made solely in reliance thereon and no responsibility is assumed by the undersigned, in its individual capacity for the truth or accuracy of the facts herein stated.

IN WITNESS WHEREOF, LAKE COUNTY TRUST COMPANY, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Trust Officer this 8<sup>th</sup> day of December 2010.

LAKE COUNTY TRUST COMPANY, not personally but as Trustee under the provisions of a Trust Agreement dated November 1, 2002, and known as the DSK Family Trust No. 5400.

By: Elaine M. Sievers  
Elaine M. Sievers, Trust Officer

LAKE COUNTY TRUST COMPANY, not personally but as Trustee under the provisions of a Trust Agreement known as Trust No. 5390.

By: Elaine M. Sievers  
Elaine M. Sievers, Trust Officer

LAKE COUNTY TRUST COMPANY, not personally but as Trustee under the provisions of a Trust Agreement dated February 18, 2003, and known as the P & M Land Trust No. 5444

By: Elaine M. Sievers  
Elaine M. Sievers, Trust Officer

LAKE COUNTY TRUST COMPANY, not personally but as Trustee under the provisions of a Trust Agreement dated August 8, 2001 and known as Trust No. 5300

By: Elaine M. Sievers  
Elaine M. Sievers, Trust Officer

STATE OF INDIANA )  
                                  ) SS:  
COUNTY OF LAKE )

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Elaine M. Sievers, Trust Officer of LAKE COUNTY TRUST COMPANY, who acknowledged the execution of the foregoing instrument as the free and voluntary act of said Corporation and as her free and voluntary act, acting for such Corporation, as Trustee.

Witness my hand and seal this 8<sup>th</sup> day of December 2010.

Hesta Smith  
Hesta Smith, Notary Public

My Commission Expires: 10-11-15

Resident of Lake County, Indiana