

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

Lake County, Indiana

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Store 061 - LJS - IN

MICHAEL E. ADAM
RECORDER

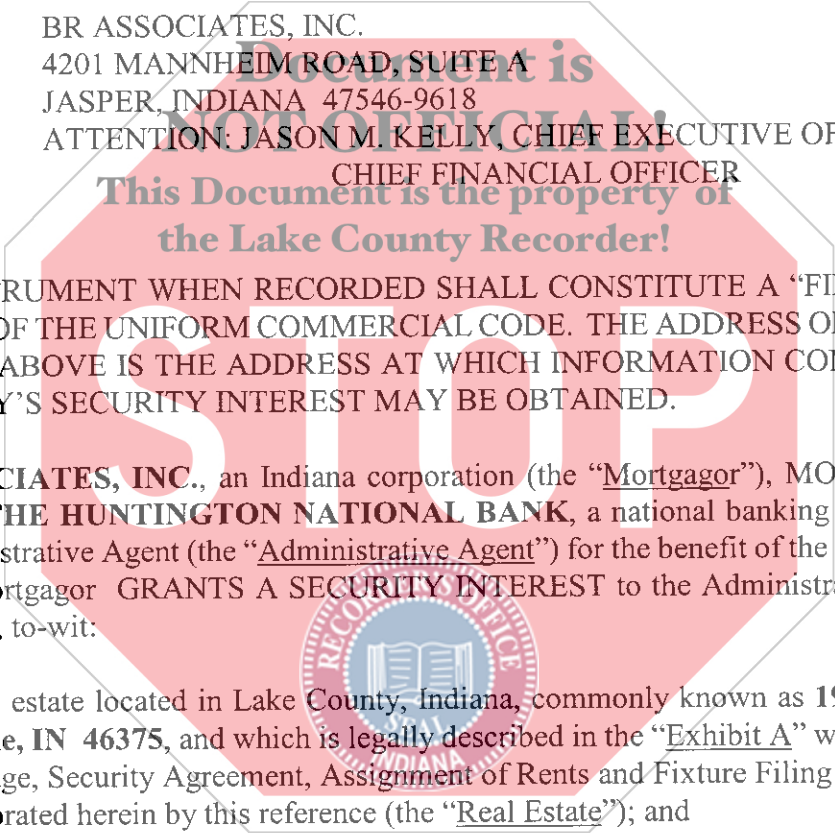
1935 Wiker Blvd.
Scherverville, IN 46375
Lake County

**MORTGAGE, SECURITY AGREEMENT,
ASSIGNMENT OF RENTS AND FIXTURE FILING**

FOR PURPOSES OF THE SECURITY AGREEMENT CONTAINED IN THIS INSTRUMENT
THE "SECURED PARTY" AND THE "DEBTOR" AND THEIR RESPECTIVE
ADDRESSES ARE AS FOLLOWS:

SECURED PARTY: THE HUNTINGTON NATIONAL BANK, AS ADMINISTRATIVE AGENT
45 N. PENNSYLVANIA STREET, SUITE 200
INDIANAPOLIS, INDIANA 46204
ATTENTION: KELLY QUEISSER, VICE PRESIDENT

DEBTOR: BR ASSOCIATES, INC.
4201 MANNHEIM ROAD, SUITE A
JASPER, INDIANA 47546-9618
ATTENTION: JASON M. KELLY, CHIEF EXECUTIVE OFFICER &
CHIEF FINANCIAL OFFICER



THIS INSTRUMENT WHEN RECORDED SHALL CONSTITUTE A "FIXTURE FILING"
FOR PURPOSES OF THE UNIFORM COMMERCIAL CODE. THE ADDRESS OF THE SECURED
PARTY SHOWN ABOVE IS THE ADDRESS AT WHICH INFORMATION CONCERNING THE
SECURED PARTY'S SECURITY INTEREST MAY BE OBTAINED.

BR ASSOCIATES, INC., an Indiana corporation (the "Mortgagor"), MORTGAGES AND
WARRANTS to **THE HUNTINGTON NATIONAL BANK**, a national banking association, in its
capacity as Administrative Agent (the "Administrative Agent") for the benefit of the Lenders identified
herein, and the Mortgagor GRANTS A SECURITY INTEREST to the Administrative Agent in the
following property, to-wit:

all that real estate located in Lake County, Indiana, commonly known as **1935 Wiker Blvd.,
Scherverville, IN 46375**, and which is legally described in the "Exhibit A" which is attached to
this Mortgage, Security Agreement, Assignment of Rents and Fixture Filing (this "Mortgage")
and incorporated herein by this reference (the "Real Estate"); and

any items of furniture, machinery, equipment or other tangible personal property which are now
or hereafter become attached to the Real Estate or any improvement thereon so as to constitute a
fixture, whether now owned or hereinafter acquired (the "Personal Property").

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TOGETHER WITH all present and future improvements, rights, privileges, interests, easements, hereditaments, and appurtenances thereunto belonging or in any manner pertaining thereto, and the proceeds therefrom (all of such Real Estate, Personal Property and other rights being hereafter referred to as the "Mortgaged Premises").

This Mortgage is given to secure all of the Mortgagor's Secured Obligations payable to the Administrative Agent and the Lenders existing as of the date hereof and arising hereafter. As used herein, the term "Secured Obligations" is used as defined in that certain Credit Agreement entered into by and among the Mortgagor, the Administrative Agent, and the Lenders from time to time party thereto (each a "Lender" and collectively, the "Lenders") dated as of the date hereof (as may hereafter be amended, modified, or restated, the "Credit Agreement") and means all obligations of the Mortgagor in favor of the Administrative Agent and the Lenders of every type and description, whether direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising, including but not limited to: (a) all obligations of the Mortgagor in favor of the Administrative Agent and the Lenders arising under the Credit Agreement, which obligations include the obligation of the Mortgagor to repay all advances made by the Lenders to the Mortgagor under a revolving line of credit not to exceed a maximum aggregate outstanding principal amount of \$5,000,000.00 ("Revolving Loan") and to repay a term loan ("Term Loan") in the original principal amount of \$33,000,000.00, which Term Loan has a final maturity date of June 30, 2016; (b) all Banking Services Obligations (as defined in the Credit Agreement); (c) all Rate Management Obligations (as defined in the Credit Agreement) owing to one or more Lenders or their respective Affiliates (as defined in the Credit Agreement); (d) all Loan Sweep Obligations (as defined in the Credit Agreement); and (e) any and all capital or operating leases entered into by and between any Lender or Affiliate of any Lender and the Mortgagor, whether now existing or entered into hereafter, and all now existing and future obligations of the Mortgagor to the Administrative Agent and the Lenders, however created, evidenced, or acquired, whether direct or indirect, absolute or contingent, matured or unmatured, including future obligations and advances to the same extent as if such future obligations and advances were made on the date of the execution of this Mortgage (it being understood that the Lenders are not under any obligation to make any future advances except as specifically set forth in the Credit Agreement); provided, however, that for purposes of Ind. Code §32-29-1-10 any such future obligations or advances shall be secured by this Mortgage up to the maximum aggregate amount of \$60,000,000.00 outstanding at any time. All of the Secured Obligations, including those arising under the Credit Agreement, are secured as they now exist and as they may be increased or otherwise changed by any amendment to any instrument or agreement which now or hereafter evidences, secures or expresses terms applicable to any of the Secured Obligations, including amendments to the Credit Agreement or any "Loan Document" as that term is defined in the Credit Agreement.

As additional security for the Secured Obligations, the Mortgagor assigns to the Administrative Agent for the benefit of the Lenders all of the rents, issues and profits of the Mortgaged Premises, including any rents and all other amounts (collectively "Lease Payments") which are due or shall become due to the Mortgagor under the terms of any present or future lease (a "Lease"), oral or written, of all or any portion of the Mortgaged Premises (all such rents, issues, profits and Lease Payments are hereafter collectively referred to as the "Rents"). This Assignment of Rents is an absolute assignment, and is intended to vest in the Administrative Agent the right to collect all Rents subject only to the conditional

license to collect Rents granted by the Administrative Agent to the Mortgagor under the terms of numbered Paragraph 7 of this Mortgage.

The Mortgagor further covenants and agrees as follows:

1. The Mortgagor shall pay and perform all of the Secured Obligations promptly when payment or performance is due, with reasonable attorneys' fees and costs of collection, and without relief from valuation and appraisal laws.

2. The Mortgagor shall keep the Mortgaged Premises in good repair and shall not commit or permit waste thereon or do or permit to be done anything that may impair the value of the Mortgaged Premises. The Mortgagor shall promptly restore any part of the Mortgaged Premises which may be damaged or destroyed. The Mortgagor shall pay when due all taxes and assessments levied or assessed against the Mortgaged Premises or any part thereof.

3. The Mortgagor shall comply with all statutes, ordinances, rules, regulations, orders, and directions of any legislative, executive, administrative, or judicial body or official applicable to the Mortgaged Premises, or any part thereof, or to the Mortgagor, or to the operation of any business of Mortgagor which directly affects the Mortgaged Premises; provided, however, that the Mortgagor may contest any of the matters referred to in this paragraph as provided in the Credit Agreement or otherwise in any reasonable manner which in the judgment of the Administrative Agent will not adversely affect the rights of the Administrative Agent, the Lenders, and their respective successors or assigns.

4. The Mortgagor will procure and maintain in effect at all times insurance written by insurance companies acceptable to the Administrative Agent which insures against loss or destruction of the Mortgaged Premises by fire, wind storm, lightning, vandalism and malicious mischief and such other perils as are generally covered by "extended coverage" insurance for the full replacement value of the Mortgaged Premises. All policies providing such insurance shall provide that any loss thereunder shall be payable to the Administrative Agent under a standard form of secured bank's loss payable endorsement. The Mortgagor authorizes the Administrative Agent to endorse on Mortgagor's behalf and to negotiate drafts representing proceeds of such insurance, provided that the Administrative Agent shall remit to the Mortgagor such surplus, if any, as remains after the proceeds have been applied at the Administrative Agent's option: (a) to the satisfaction of the Secured Obligations or to the establishment of a cash collateral account securing the Secured Obligations, or (b) to the restoration of the Mortgaged Premises; provided, however, that so long as no Default (as hereafter defined) has occurred and is continuing, and provided that the Mortgagor can demonstrate to the Administrative Agent's satisfaction that restoration of the Mortgaged Premises is physically and economically feasible, such proceeds shall be applied, at the Mortgagor's option and to the extent necessary, as provided in the foregoing clause (b) and any balance shall be remitted to the Administrative Agent. Certificates evidencing the existence of all of the insurance required under the terms of this Mortgage shall be furnished to the Administrative Agent and the original policies providing such insurance shall be delivered to the Administrative Agent at the Administrative Agent's request.

5. Upon demand and failure of the Mortgagor so to do, the Administrative Agent may, in its discretion, advance and pay all sums necessary to protect and preserve the Mortgaged Premises, and all

sums so advanced and paid by the Administrative Agent shall become a part of the indebtedness secured hereby, shall bear interest from date of payment at a rate equal to the Prime Rate (as defined in the Credit Agreement) plus three percent (3%) per annum, and shall be payable to the Administrative Agent upon demand. Such sums shall include, but not by way of limitation: (a) taxes, assessments and other charges which may be or become senior to this Mortgage as liens on the Mortgaged Premises, or any part thereof; (b) the cost of any title insurance, surveys, or other evidence which in the discretion of the Administrative Agent may be required in order to evidence, insure or preserve the lien of this Mortgage; (c) all costs, expenses, and reasonable attorneys' fees incurred by the Administrative Agent in respect of any and all legal and equitable actions which relate to this Mortgage or to the Mortgaged Premises, and (d) the cost of any repairs respecting the Mortgaged Premises which are reasonably deemed necessary by the Administrative Agent. The Administrative Agent shall be subrogated to the rights of the holder of each lien or claim paid with moneys secured hereby.

6. If all or any part of the Mortgaged Premises is damaged, taken, or acquired, either temporarily or permanently, in any condemnation proceeding, or by exercise of the right of eminent domain, or by the alteration of the grade of any street affecting the Mortgaged Premises, the amount of any award or other payment for such taking or damages made in consideration thereof, to the extent of the full amount of the then remaining unpaid Secured Obligations, is hereby assigned to the Administrative Agent, which is empowered to collect and receive the same and to give proper receipts therefore in the name of the Mortgagor, and all such sums shall be paid forthwith directly to the Administrative Agent. Any award or payment so received by the Administrative Agent may, at the option of the Administrative Agent: (a) be applied to the satisfaction of the Secured Obligations or to the establishment of a cash collateral account for the Secured Obligations, or (b) be released, in whole or in part, to the Mortgagor for the purpose of altering, restoring, or rebuilding any part of the Mortgaged Premises which may have been altered, damaged or destroyed as a result of such taking, alteration, or proceeding; provided, however, that so long as no Default has occurred and is continuing, and provided that the Mortgagor can demonstrate to the Administrative Agent's satisfaction that any proposed alteration, restoration or rebuilding is physically and economically feasible, such awards shall be applied at the Mortgagor's option and to the extent necessary as provided in the foregoing clause (b).

7. At any time a Default has occurred and is continuing, the Administrative Agent may enter upon and take possession of the Real Estate or any part thereof, and at any such time, the Administrative Agent may demand, sue for, receive and give receipts, releases and satisfactions for all Rents. At any time that the Administrative Agent has not exercised its right to take possession of the Real Estate and there is not in effect any demand by the Administrative Agent for the direct payment of Lease Payments to the Administrative Agent given pursuant to the immediately preceding sentence, the Mortgagor may collect Lease Payments provided that no Rents shall be collected by the Mortgagor more than thirty (30) days in advance of the period of occupancy to which they relate. Lease Payments collected by the Mortgagor pursuant to the license granted in the immediately preceding sentence shall be held by the Mortgagor as trustee for the benefit of the Administrative Agent and shall be applied to the satisfaction of Secured Obligations to the extent that any are then due and payable. Any balance remaining after satisfaction of all Secured Obligations which are then due and payable may be used by the Mortgagor for any proper purpose. Any demand by the Administrative Agent upon any tenant of the Mortgaged Premises accompanied by a copy of this Mortgage shall be sufficient authority for such tenant thereafter to make all Lease Payments directly to the Administrative Agent and any such tenant shall have no obligation or

authority to inquire into the propriety of any such demand. Upon making Lease Payments to the Administrative Agent pursuant to the Administrative Agent's demand, any tenant of the Mortgaged Premises shall be as fully discharged of its obligations under any Lease to the extent of such payments as if such payments had been made directly to the Mortgagor. If at any time Lease Payments are required to be made directly to the Administrative Agent under the terms of this paragraph and notwithstanding such requirement such payments are made to the Mortgagor, the Mortgagor will receive such payments in trust for the Administrative Agent and will forward them immediately to the Administrative Agent in the form in which received, adding only such endorsements or assignments as may be necessary to perfect the Administrative Agent's title thereto. Any amounts collected by the Administrative Agent pursuant to the assignment of rents contained in this Mortgage shall be applied by the Administrative Agent to the payment of such of the Secured Obligations as are then due and payable as the Administrative Agent in its sole discretion shall determine. If no Secured Obligations are then due and payable, such amounts may be held by the Administrative Agent as cash collateral for the Secured Obligations, without liability for interest thereon, provided that the Administrative Agent will, at the direction of the Mortgagor, invest such amounts for the account and at the risk of the Mortgagor in U.S. Treasury Bills with less than sixty (60) days remaining to maturity or in similar essentially risk-free, cash equivalent investments as the Mortgagor may reasonably direct and any earnings derived from such investments will become a part of the cash collateral account. Any portion or all of the cash collateral account which is not applied to Secured Obligations pursuant to the terms of this paragraph may at the discretion of the Administrative Agent be released to the Mortgagor. The authority given to collect Rents conferred upon the Administrative Agent under the terms of this Mortgage is irrevocable.

8. The Mortgagor grants to the Administrative Agent as secured party a security interest in the Personal Property in accordance with the provisions of the Uniform Commercial Code as enacted in Indiana. The Mortgagor authorizes the Administrative Agent at the expense of the Mortgagor to file any other financing statements deemed necessary by the Administrative Agent to perfect its security interest in the Personal Property in those public offices deemed necessary by the Administrative Agent. In addition, the Mortgagor shall execute and deliver any other document that the Administrative Agent may request to perfect or to further evidence the security interest created by this Mortgage.

9. If, after the execution of this Mortgage, applicable law requires the taxation of this Mortgage or any Secured Obligation secured by this Mortgage, the Mortgagor, upon demand by the Administrative Agent, shall pay such taxes or reimburse the Administrative Agent therefor unless it is unlawful to require the Mortgagor to do so. Notwithstanding the foregoing, the Mortgagor shall not be obligated to pay any portion of any of the Administrative Agent's or any Lender's federal or state income taxes.

10. As used in this paragraph, the following terms have the meanings indicated:

- a. Clean-up. "Clean-up" means the removal or remediation of Contamination or other response to Contamination in compliance with all Environmental Laws and to the satisfaction of all applicable governmental agencies, and in compliance with good commercial practice.

- b. Contamination. "Contamination" means the Release of any Hazardous Substance on, in or under the Real Estate or the presence of any Hazardous Substance on, in or under the Real Estate as the result of a Release, or the emanation of any Hazardous Substance from the Real Estate.
- c. Environmental Laws. "Environmental Laws" means all federal, state and local laws, statutes, codes, ordinances, regulations, rules or other requirements with the force of law, including but not limited to, consent decrees and judicial or administrative orders, relating to the environment, including but not limited to, those applicable to the use, storage, treatment, disposal or Release of any Hazardous Substances, all as amended or modified from time to time including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA") as amended by the Superfund Amendments and Reauthorization Act of 1986 ("SARA"); the Resource Conservation and Recovery Act of 1976, as amended ("RCRA"); the Clean Water Act, as amended; the Clean Air Act, as amended; the Federal Insecticide, Fungicide and Rodenticide Act, as amended; the Hazardous Materials Transportation Act, as amended, and any and all Indiana environmental statutes including, without limitation, those codified under Title 13 of the Indiana Code and all regulations promulgated under or pursuant to such federal and Indiana Statutes.
- d. Hazardous Substance. "Hazardous Substance" means any hazardous waste or hazardous substance, or any pollutant or contaminant or toxic substance or other chemicals or substances including, without limitation, asbestos, petroleum, polychlorinated biphenyls, and any other substance regulated by any Environmental Laws.
- e. Release. "Release" means the spilling, leaking, disposing, discharging, dumping, pouring, emitting, depositing, injecting leaching, escaping or other release or threatened release, whether intentional or unintentional, of any Hazardous Substance.
- f. Regulatory Actions. "Regulatory Actions" means any claim, demand, action or proceeding brought or instigated by any governmental authority in connection with any Environmental Law including, without limitation, any civil, criminal or administrative proceeding whether or not seeking costs, damages, penalties or expenses.
- g. Third-party Claims. "Third-party Claims" means any claim, action, demand or proceeding, other than a Regulatory Action, based on negligence, trespass, strict liability, nuisance, toxic tort or detriment to human health or welfare due to Contamination, whether or not seeking costs, damages, penalties, or expenses, and including any action for contribution to Clean-up costs.

The Mortgagor shall indemnify, defend and hold harmless the Administrative Agent, the Lenders, and their respective affiliates, shareholders, directors, officers, employees and agents (all being included in the word "Administrative Agent" for purposes of this paragraph) from any and all claims, causes of action, damages, demands, fines, liabilities, losses, penalties, judgments, settlements, expenses and costs, however defined, and of whatever nature, known or unknown, absolute or contingent, including, but not

limited to, attorneys' fees, consultant's fees, fees of environmental or other engineers, and related expenses including, without limitation, expenses related to site inspections and soil and water analyses, which may be asserted against, imposed on, suffered or incurred by the Administrative Agent or any Lender arising out of or in any way related to (a) any actual, alleged or threatened Release of any Hazardous Substance on, in or under the Real Estate, (b) any related injury to human health or safety (including wrongful death) or any actual or alleged injury to the environment by reason of the condition of, or past or present activities on the Real Estate, (c) any actual or alleged violation of Environmental Law related to the Real Estate, (d) any lawsuit or administrative proceeding brought or threatened by any person or entity, including any governmental entity or agency, federal, state or local, including any governmental order relating to or occasioned by any actual or alleged Contamination or threat of Contamination, (e) any lien imposed upon the Real Estate in favor of any governmental entity as a result of any Contamination or threat of Contamination, and (f) all costs and expenses of any Clean-up. The Mortgagor represents and covenants that the Mortgagor's storage, generation, transportation, handling or use, if any, of Hazardous Substances in, on, under or from the Real Estate is currently, and will remain at all times, in compliance with all applicable Environmental Laws. If any Clean-up is required with respect to the Real Estate, the Mortgagor shall expeditiously complete such Clean-up at the Mortgagor's expense and without the necessity of demand by the Administrative Agent. If the Mortgagor should fail to initiate and diligently pursue any Clean-up or should otherwise fail to perform any obligation under the terms of this paragraph, the Administrative Agent may, at its sole discretion and without any obligation to complete any Clean-up which it may cause to be commenced, cause the Clean-up or partial Clean-up of the Real Estate and pay on behalf of the Mortgagor any costs, fines or penalties imposed on the Mortgagor pursuant to any Environmental Laws or make any other payment or perform any other action which will prevent a lien in favor of any federal, state or local government authority or any other person or entity from attaching to the Real Property pursuant to the provisions of any Environmental Law, and all costs and expenses of the Administrative Agent incurred in pursuing any of the remedies provided in this paragraph shall be added to the obligations secured by this Mortgage, which costs and expenses shall become due and payable without notice as incurred by the Administrative Agent, together with interest thereon at the Prime Rate plus three percent (3%) per annum until paid.

11. The occurrence of any of the following events shall be deemed a "Default" under this Mortgage:

- (a) an "Event of Default" as defined in the Credit Agreement shall have occurred and be continuing or the Mortgagor shall otherwise fail to pay or perform any of the Secured Obligations promptly when such payment or performance is due or within such grace period as may be applicable;
- (b) the Mortgagor shall otherwise fail to observe and perform the terms and conditions of this Mortgage; or
- (c) the Mortgagor shall abandon the Mortgaged Premises.

12. Upon the occurrence and continuance of an Event of Default under the Credit Agreement, all indebtedness secured hereby shall, at the option of the Administrative Agent, become immediately due and payable and this Mortgage may be foreclosed accordingly. If a Default occurs under the terms of this

Mortgage only, then the Administrative Agent shall have the right to proceed *in rem* against the Mortgaged Premises and the proceeds of any sale or foreclosure of the Mortgaged Premises shall be applied to payment of the Secured Obligations in the order set forth in the Credit Agreement. The Administrative Agent shall be entitled to the appointment of a receiver for the Mortgaged Premises to collect the Rents and profits and to maintain the Mortgaged Premises during any foreclosure proceedings.

The Administrative Agent shall have the option of proceeding as to both the Real Estate and the Personal Property in accordance with its rights and remedies in respect of the Real Estate, in which event the default provisions of the Uniform Commercial Code shall not apply. If the Administrative Agent elects to proceed with respect to the Personal Property separately from the Real Estate, the requirement of the Uniform Commercial Code as to reasonable notice of any proposed sale or disposition of the Personal Property shall be met if such notice is delivered or mailed to the Mortgagor at its address stated above at least ten (10) days prior to such sale or disposition. In any action to foreclose this Mortgage, the Administrative Agent shall be entitled to recover, in addition to all reasonable attorney and related paraprofessional expenses incurred in connection therewith, all other reasonable costs and expenses associated with foreclosure including, without limitation, all expenses incurred for title searches, abstracts of title, title insurance, appraisals, surveys and environmental assessments reasonably deemed necessary by the Administrative Agent, all of which costs and expenses shall be additional amounts secured by this Mortgage. As used in the preceding sentence, the term "environmental assessments" means inspections and reports of environmental engineers or firms of environmental engineers or other appropriate experts, and associated samplings and testings of soil or groundwater, the purpose of which is to determine whether there is any Contamination associated with the Real Estate and if so, the extent thereof, and to estimate of the cost of Clean-up of any Contamination, and to determine whether there are any underground storage tanks or any Hazardous Substances in, on, or under the Real Estate and if so, whether there are any violations of Environmental Laws in connection therewith. As used in this paragraph, the terms "Contamination," "Clean-up" and "Environmental Laws" are used as defined in numbered Paragraph 10.

13. The Administrative Agent, at its option and on such terms as it may desire, may extend the time of payment or performance of any part or all of the Secured Obligations or release any part of the Mortgaged Premises from the lien of this Mortgage without impairing the lien of this Mortgage except as to the portion of the Mortgaged Premises expressly released and without releasing the Mortgagor or any guarantors or sureties of or from any of the Secured Obligations. No delay by the Administrative Agent in the exercise of any of its rights under this Mortgage shall preclude the subsequent exercise thereof so long as any Default continues uncured, and no waiver by the Administrative Agent of any Default shall operate as a waiver of subsequent or other Defaults. The making of any payment by the Administrative Agent for any of the purposes herein permitted shall not constitute a waiver of any breach of the Mortgagor's covenant to perform such act. Notice by the Administrative Agent of its intention to exercise any right or option under this Mortgage is expressly waived by the Mortgagor, and any one or more of the Administrative Agent's rights or remedies under this Mortgage may be enforced successively or concurrently. Time is of the essence of this Mortgage.

14. Upon the occurrence of a Default, the Administrative Agent shall have the right to request an appraisal of the Mortgaged Premises compiled by an appraiser selected by the Administrative Agent. Mortgagor shall reimburse the Administrative Agent for any such appraisal. The Mortgagor shall cooperate with the Administrative Agent's appraiser in providing reasonable access to the Mortgaged

Premises and such other information as the Administrative Agent and/or such appraiser reasonably requires for purposes of completing the appraisal. Any such appraisal shall be the property of the Administrative Agent.

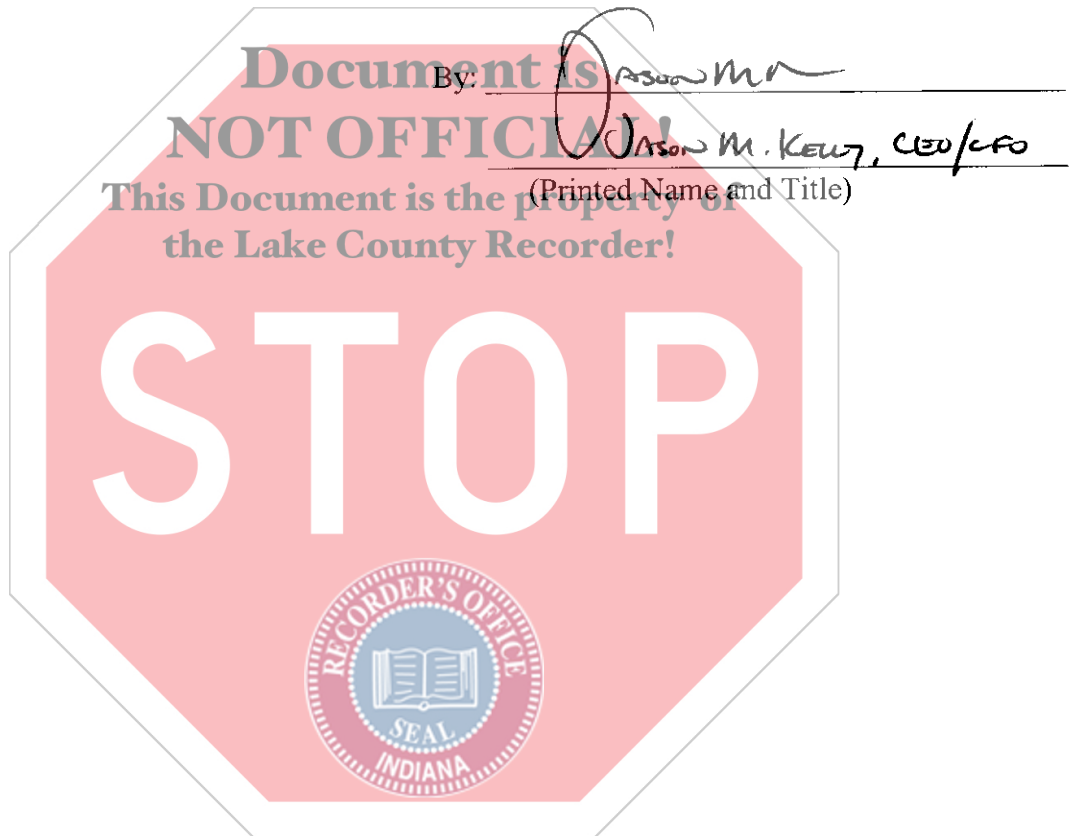
15. All obligations of the Mortgagor under this Mortgage shall extend to and be binding upon the successors and assigns of the Mortgagor, and shall inure to the benefit of the Administrative Agent for the benefit of the Lenders, and to their respective successors and assigns.

16. This Mortgage secures indebtedness incurred for a business purpose.

17. This Mortgage shall be governed by and construed and enforced in all cases by the substantive laws of the State of Indiana, notwithstanding the fact that Indiana conflicts of law rules might otherwise require the substantive rules of law of another jurisdiction to apply.

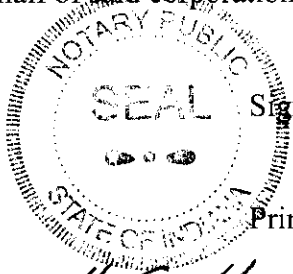
Dated as of June 28, 2011.

BR ASSOCIATES, INC., an Indiana corporation



STATE OF INDIANA)
)SS:
COUNTY OF DeWarr)

Before me, a Notary Public in and for the above County and State, personally appeared Jason M. Kelly, the CEO/CFO of **BR ASSOCIATES, INC.**, an Indiana corporation, who as such officer acknowledged the execution of the foregoing Mortgage, Security Agreement, Assignment of Rents and Fixture for and on behalf of said corporation this 20th day of June, 2011.



Signature:

Kristi M. Mehlinger

Printed:

Kristi M Mehlinger
Notary Public

My Commission Expires: 11-5-16

My County of Residence: DeWarr

THIS INSTRUMENT PREPARED BY: Madalyn S. Kinsey, Esquire, KROGER, GARDIS & REGAS, LLP, 111 Monument Circle, Suite 900, Indianapolis, Indiana 46204-5175, (317) 777-7429.

I affirm, under the penalties for perjury, that I have taken reasonable care of redact each Social Security number in this document, unless required by law. Madalyn S. Kinsey, Esquire.

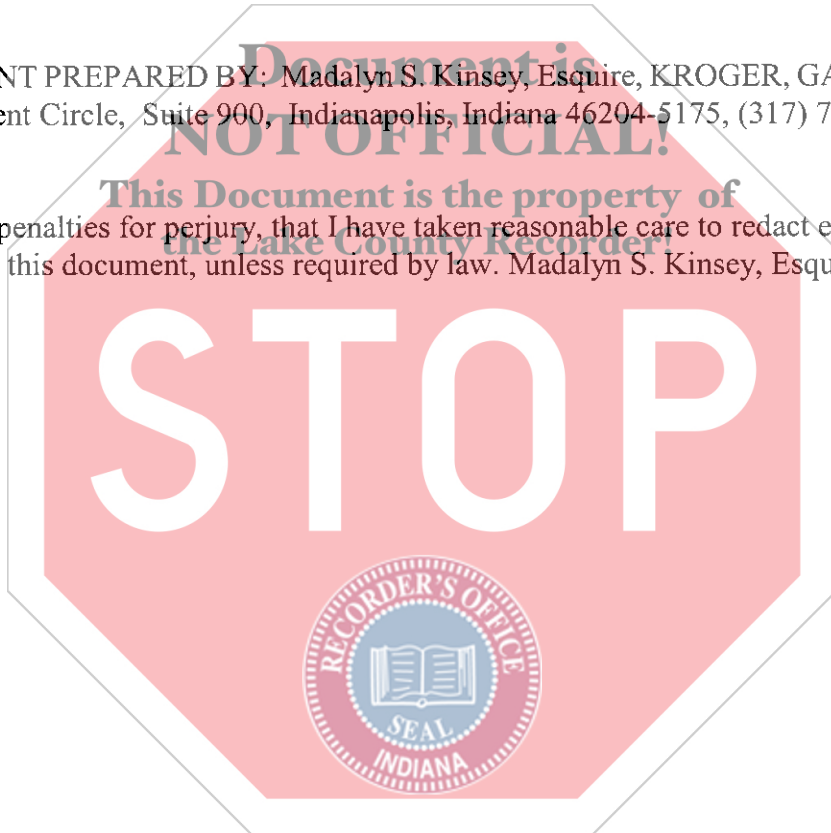


EXHIBIT "A"

Store 061 – LJS – IN
1935 Wiker Blvd.
Scherverville, IN 46375
Lake County

LEGAL DESCRIPTION

The following described real estate located in Lake County, Indiana:

Lot 2, Shultz's Addition, Unit 2, to the Town of Scherverville, as shown in Plat Book 49, page 119, in Lake County, Indiana.

Except:

A part of Lot 2 in Schultz's Addition, Unit No 2, an addition to the Town of Scherverville, Indiana, the plat of which is recorded in Plat Book 49, page 119, in the Office of the Recorder of Lake County, Indiana, and being that part of the grantor's land lying within the right-of-way lines depicted on the Right-of-Way Parcel Plat marked as Exhibit "B" in Warranty Deed recorded May 24, 2002 as Instrument Number 2002-048221, described as follows: Beginning at the northwest corner of said lot; thence North 86 degrees 05 minutes 57 seconds East 2.297 meters (7.54 feet) along the north line of said lot; thence South 4 degrees 13 minutes 15 seconds East 41.191 meters (135.14 feet) to point "3074" designated on said parcel plat; thence South 55 degrees 15 minutes 36 seconds East 8.359 meters (27.42 feet) to the south line of said lot at point "3073" designated on said parcel plat; thence North 89 degrees 29 minutes 26 seconds West 8.973 meters (29.44 feet) along said south line to the southwest corner of said lot; thence North 4 degrees 02 minutes 20 seconds West 45.720 meters (150.00 feet) along the western line of said lot to the point of beginning and containing 123.9 square meters (1,334 square feet), more or less.

