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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2012 040858

2012 JUN 20 PM 2:09

WHEN RECORDED RETURN TO:
PROFESSIONALS' TITLE
SERVICES, LLC
9195 BROADWAY

MICHELLE B. FAJMAN
RECORDER

After Recording, Return to
MERRILLVILLE, IN 46410

Roy C. Snodgrass III
GRAVES, DOUGHERTY, HEARON & MOODY, P.C.
401 Congress Avenue, Suite 2200
Austin, TX 78701

Maturity Date: June 14, 2014

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

THIS MORTGAGE, made this 14th day of June, 2012, by and between **MIDWEST PRODUCTS CO., INC**, an Indiana corporation, with an address of 400 S. Indiana Street, Hobart, IN 46342 (hereinafter referred to as "Mortgagor") and **CASTLERAY, LLC**, a Delaware limited liability company, with an address of 400 S. Indiana Street, Hobart, IN 46342 (hereinafter referred to as "Mortgagee").

**This Document is the property of
the Lake County Recorder!**

WITNESSETH:

That the Mortgagor, for and in consideration of the maximum sum of **TWO MILLION AND 00/100 DOLLARS (\$2,000,000.00)**, including future advances, the Mortgagor does hereby mortgage, warrant, grant, give, bargain, sell, assign and confirm unto the Mortgagee, its successors and assigns, the lands, premises and property known as **400 South Indiana Street, Hobart, IN 46342**, with the improvements thereon, being more particularly described in Schedule A attached hereto and made a part hereof, hereinafter defined as the "Premises" and/or "Property", with Mortgage Covenants.

Said Premises are subject to the encumbrances more particularly set forth in said Schedule A.

TOGETHER WITH all right, title and interest of Mortgagor including any after-acquired title or reversion, in and to the beds of the way, streets, avenues, and alleys adjoining the said Premises; and

TOGETHER WITH all and singular the tenements, hereditaments, easements, appurtenances, passages, waters, water courses, riparian rights, other rights, liberties and privileges thereof in or in any way now or hereafter appertaining, including any other claim at law or in equity as well as any after-acquired title, franchise or license and the reversion and reversions and remainder and remainders thereof; and

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TOGETHER WITH all rents, issues, proceeds and profits accruing and to accrue from said Premises; and

TOGETHER WITH all buildings and improvements of every kind and description now or hereafter erected or placed thereon, and all fixtures and articles of personal property now or hereafter owned by Mortgagor and attached to or contained in and used in connection with said Premises, including but not limited to all apparatus, machinery, motors, elevators, fittings, radiators, gas ranges, ice boxes, mechanical refrigerators, awnings, shades, screens, office equipment and other furnishings, and all plumbing, heating, lighting, cooking, laundry, ventilating, refrigeration, incinerating, air-conditioning and sprinkler equipment and fixtures and appurtenances thereto; and all renewals or replacements thereof or articles in substitution therefor, whether or not the same are or shall be attached to said building or buildings in any manner; it being mutually agreed that all the aforesaid property owned by said Mortgagor and placed by it on said Premises shall, so far as permitted by law, be deemed to be affixed to the realty and covered by this Mortgage; and

TOGETHER WITH all awards and other compensation heretofore or hereafter to be made to the present and all subsequent owners of the mortgaged Premises for any taking by eminent domain, either permanent or temporary, of all or any part of the said Premises or any easement to appurtenance thereof, including severance and consequential damages and change in grade of streets, which said awards and compensation are hereby assigned to Mortgagee, and Mortgagor hereby appoints Mortgagee its Attorney-in-fact, coupled with an interest, and authorize, direct and empower such Attorney, at the option of the Attorney, on behalf of Mortgagor or the heirs, personal representatives, successors or assigns of Mortgagor to adjust or compromise the claim for any such award and to collect and receive the proceeds thereof, to give proper receipts and acquittances therefor and after deducting expenses of collection, to apply the net proceeds as a credit upon any portion of the indebtedness secured hereby, as selected by Mortgagee.

TO HAVE AND TO HOLD the same unto the Mortgagee and its successors and assigns forever, to its and their proper use.

AND THE MORTGAGOR COVENANTS AND WARRANTS that at and until the enfeoffing of these presents, they are lawfully seized of the Premises as a good indefeasible estate in fee simple; and have good and legal right, power and authority to so convey the same and that Mortgagor and its successors in interest will forever WARRANT AND DEFEND the title of said Property and the lien and priority of this Mortgage against the claims and demands of all persons whomsoever except as above mentioned, and that Mortgagor will execute, acknowledge and deliver all and every such further assurance unto the Mortgagee of the title to all and singular the Premises hereby conveyed and intended so to be, or which Mortgagor may be or shall become hereinafter bound so to do.

THE CONDITION OF THIS MORTGAGE IS SUCH THAT, Mortgagor is indebted to the Mortgagee in the principal sum of **TWO MILLION AND 00/100 DOLLARS (\$2,000,000.00)**, pursuant to that certain Revolving Promissory Note given by Mortgagor to Mortgagee of even date herewith (including any renewals, extensions and rearrangements thereof, the "Note"). Mortgagor acknowledges receipt of substantial benefits from the transaction governed by the Credit Agreement

and the loan evidenced by the Note and, in order to induce Mortgagee to make such loan and to enter into such transaction, Mortgagor has executed and delivered (among other documents and agreements) this Mortgage and Mortgagor's guarantee of payment.

This Mortgage is accordingly hereby given for the purpose of securing, in such order of priority as Mortgagee may elect, the full and prompt payment, observance and performance when due, of all present and future obligations and indebtedness of Mortgagor to Mortgagee, whether at the stated time, by acceleration or otherwise, howsoever created, arising or evidenced, whether direct or indirect, absolute or contingent, whether or not of the same or similar class or of like kind to any indebtedness incurred contemporaneously with the execution of this Mortgage, and whether now or hereafter existing, or due or to become due, including without limitation, the following:

(a) Obligations of Mortgagor under the Note. Payment of any and all amounts owed by Mortgagor and by Mortgagor under, in connection with and/or pursuant to the indebtedness evidenced by the Note, with interest thereon according to the provisions thereof, and all obligations of Mortgagor under, in connection with and/or pursuant to this Mortgage granted by Mortgagor as security for payment of the foregoing indebtedness; and

(b) All sums in connection with the Note, and the Mortgage. All sums advanced or expenses or costs paid or incurred (including without limitation reasonable attorneys' fees and other legal expenses) by Mortgagee pursuant to or in connection with the Credit Agreement, the Note, the guarantee of the Note or this Mortgage, plus any interest on such sums, expenses or costs; and

(c) Any changes to the Note. Any extensions, amendments, modifications, changes, substitutions, restatements, renewals or increases or decreases to the Note and all other indebtedness secured by this Mortgage.

ANYTHING IN THIS MORTGAGE TO THE CONTRARY NOTWITHSTANDING, THIS MORTGAGE IS SECONDARY AND INFERIOR TO THE COMMERCIAL MORTGAGE, SECURITY AGREEMENT, FIXTURE FILING AND ASSIGNMENT OF LEASES AND RENTS OF EVEN DATE HEREWITH FROM MORTGAGOR TO TEXAS CAPITAL BANK, NATIONAL ASSOCIATION.

AND IN ORDER MORE FULLY TO PROTECT THE SECURITY OF THIS MORTGAGE, MORTGAGOR COVENANTS AND AGREES AS FOLLOWS:

1. To pay promptly the principal of and interest on the indebtedness evidenced by the said Note at the times and in the manner herein and in said Note provided.
2. To keep the mortgaged Premises free from voluntary or statutory liens of every kind; to pay, before delinquent and before any penalty for non-payment attaches thereto, all taxes, assessments, water rates, sewer rentals and other governmental charges of every nature and to whomever assessed upon the mortgaged Premises or any part thereof, or upon the rents, issues, income or profits thereof, whether any or all of said taxes, assessments, water rates, sewer rentals or charges be levied directly or indirectly or as excise taxes or income taxes; to deliver to Mortgagee,

at least ten (10) days before delinquent, receipted bills evidencing payment therefor; to pay in full, under protest in the manner provided by statutes, any tax, assessment or charge aforesaid which Mortgagor may desire to contest. In the event of the passage, after the date of this Mortgage, of any law of the State of Indiana, deducting from the value of land for the purpose of taxation, any lien thereon or changing in any way the laws for the taxation of mortgages or debts secured by Mortgage for state or local purposes, or the manner of the collection of any such taxes, so as to affect this Mortgage, or the interest of Mortgagee therein, or upon the rendition of any Court of competent jurisdiction of a decision that any undertaking by Mortgagor as in this paragraph or elsewhere in this Mortgage provided, is legally inoperative, then Mortgagee shall have the right, at its option, to give thirty (30) days' written notice to the Mortgagor requiring the payment of the Mortgage debt and thereupon said debt shall become due and payable and collectible at the expiration of said thirty (30) days, provided, however, said option and right shall be unavailing and the Note and Mortgage shall remain in effect as though said law had not been enacted, if notwithstanding, under such law Mortgagor lawfully may pay any such tax or taxes to or for the Mortgagee and does in fact pay same when payable.

3. To keep the improvements now existing or hereafter erected on the mortgaged Premises insured, as may be reasonably required from time to time by the Mortgagee, against loss or damage by, and loss of rentals coverage, or abatement of rental income resulting from fire, windstorm or other hazards, casualties and contingencies and special extended coverage in such amounts and for such periods as may be otherwise reasonably required by the Mortgagee, and will pay promptly, when due, any premiums on such insurance. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals, with evidence of payment of premiums as they become due, shall be delivered to the Mortgagee at least ten (10) days before the expiration of the old policies and shall have attached thereto a standard non-contributing mortgagee clause (in favor of and entitling the Mortgagee to collect any and all of the proceeds payable under all such insurance), as well as a standard waiver of subrogation endorsement, all to be in form acceptable to the Mortgagee. In the event of loss, Mortgagor will give immediate notice by mail to the Mortgagee. In case of loss and payment by any insurance company, the insurance proceeds received, after deducting all costs of collection, including reasonable attorney's fees, may be applied by the Mortgagee, at its option, as follows: (1) As a credit upon the indebtedness secured hereby, or (2) To restoring the improvements in which event the Mortgagee shall not be obligated to see to the proper application thereof nor shall the amount so released or used be deemed a payment on any indebtedness secured hereby, or (3) To deliver same to the owner of said Property. In the event Mortgagee makes insurance proceeds available to Mortgagor for restoring the improvements, Mortgagor shall deposit with Mortgagee any funds which may be required for such repair, restoration or rebuilding in excess of the net insurance proceeds received, which funds shall be deposited with Mortgagee and held and disbursed by it, together with the net insurance proceeds received, in accordance with usual practices of Mortgagee or other lenders making construction loans. In the event Mortgagee elects to make any awards available to Mortgagor, within thirty (30) days after notice to Mortgagor of such election Mortgagor shall deliver to Mortgagee plans and specifications for such rebuilding, restoration or repair acceptable to Mortgagee, which acceptance shall be evidenced by Mortgagee's written consent thereto, and Mortgagor shall thereafter commence the rebuilding, restoration or repair and complete same, all in substantial accordance with the plans and specifications and within four (4) months after the date of the damage or destruction. In the event Mortgagee elects to make insurance proceeds available for

rebuilding, restoration or repair hereunder and Mortgagor fails to comply with the requirements of this Mortgage with respect thereto, Mortgagee may accelerate payment of the indebtedness secured hereby and demand immediate payment of all of such indebtedness, and may apply the net funds received in respect of the taking or diminution in value, or the net insurance proceeds received, to the payment of such indebtedness in the order provided herein. In the event of foreclosure of this Mortgage, or other transfer of title to the Property covered hereby in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor, in and to any insurance policies then in force, shall pass to the purchaser or grantee. The Mortgagor shall also carry and maintain such liability and indemnity insurance (including, but without limitation, water damage and the so-called assumed and contractual liability coverage) as may reasonably be required from time to time by the Mortgagee in forms, amounts and with companies satisfactory to the Mortgagee. Certificates of all such insurance, above specified, premiums paid as they become due, shall be deposited with the Mortgagee and shall contain provisions for ten (10) days notice to the Mortgagee prior to any cancellation thereof. The Mortgagor agrees that upon failure to maintain the insurance as above stipulated, or to deliver said renewal policies as aforesaid, or to pay the premiums therefor, then Mortgagee may, at its option, procure such insurance and pay the premiums therefor and all sums so expended shall immediately be paid to the Mortgagee by the Mortgagor and unless so paid, shall be deemed part of the debt secured hereby and shall bear interest at the highest rate set forth in the Note secured hereby, and thereupon the entire principal sum unpaid, including such sums as may have been paid for premiums of insurance as aforesaid, and any and all other sums which shall be payable hereunder shall become due and payable forthwith, at the option of the Mortgagee, anything herein contained to the contrary notwithstanding. In case the Mortgagee elects under this section to advance insurance premiums, the receipt of the insurance company in which such insurance is placed shall be, with respect to any such insurance premiums, conclusive evidence of the amount and fact of payment thereof. Mortgagor hereby agrees and consents to permit Mortgagee to negotiate with Mortgagor and any insurance company following a loss to ensure an equitable settlement. Mortgagor agrees that any sums which may become payable under such insurance shall name on the payment the Mortgagor and Mortgagee. Mortgagor confers upon Mortgagee the power to assign their interest in any and all policies to any endorsee of the Note or to any subsequent owner of the Premises in the event of foreclosure of this Mortgage or other transfer of title to the Premises. The Mortgagor shall claim no cancellation or return of any policy or premium except from and after the redemption of this Mortgage by the Mortgagor.

4. That no building or other improvement on the Premises shall be erected, altered, removed or demolished nor shall any fixtures or appliances on, in, or about said buildings or improvements be severed, removed, sold or mortgaged, without the consent of Mortgagee. Mortgagor covenants and agrees that it: (i) shall not permit, commit or suffer any waste, impairment or deterioration of said Premises or any part thereof; (ii) shall keep and maintain said Premises and every part thereof with buildings, fixtures, machinery and appurtenances thereon in thorough repair and good condition; (iii) shall effect such repairs as Mortgagee may reasonably require and from time to time to make all needful and proper replacements so that said buildings, fixtures, machinery and appurtenances will, at all times, be in good condition, fit and proper for the respective purposes for which they were originally constructed, erected or installed; (iv) shall comply with all statutes, orders, requirements or decrees relating to said Premises by any Federal, State or Municipal authority; (v) shall observe and comply with all conditions and requirements necessary to preserve

and extend any and all rights, licenses, permits (including but not limited to zoning variances, special exceptions and non-conforming uses), privileges, franchises and concessions which are applicable to the said Premises, or which have been granted to or contracted for or by Mortgagor in connection with any existing or presently contemplated use of the said Premises; (vi) shall not initiate, join in or consent to any change in any private restrictive covenant, or private restrictions limiting or defining the uses which may be made of the Premises or any part thereof, without after reasonable notice and prior written consent of the Mortgagee; (vii) shall permit Mortgagee or its agents, at all reasonable times, to enter upon and inspect the mortgaged Premises; and (viii) shall protect, defend and indemnify Mortgagee against any and all claims or losses attributable to the condition of the Premises.

5. To keep and maintain the mortgaged Premises free from the liens of all persons supplying labor or materials which will enter into the construction, alteration or repair of any or all buildings or improvements now being erected or made on said Premises, notwithstanding who may have contracted for such labor or materials. Upon the failure of the Mortgagor to perform these covenants, or any part thereof, the principal and all interest shall, at the option of the Mortgagee, or any holder of the Note secured by the Mortgage, become due and payable, anything contained herein to the contrary notwithstanding, Mortgagor shall have thirty (30) days to bond or discharge any mechanics liens.

6. To save the Mortgagee harmless from all costs and expenses, including reasonable attorneys' fees, and costs of a title search, continuation of abstract and preparation of survey, incurred by reason of any action, suit, proceeding, hearing, motion or application before any court or administrative body (excepting an action of foreclosure or to collect the debt secured hereby) in and to which Mortgagee may be or become a party by reason hereof, including but not limited to condemnation, bankruptcy and administration proceedings, as well as any other of the foregoing wherein proof of claim is by law required to be filed or in which it becomes necessary to defend or uphold the terms of and the lien created by this Mortgage, and all money paid or expended by Mortgagee in that regard, together with interest thereon from date of such payment at the default rate set forth in said Note shall be so much additional indebtedness secured hereby and shall be immediately and without notice due and payable to Mortgagee.

7. In the event that the whole or any part of the Premises shall be taken by eminent domain, or in the event of any alteration of the grade of any street or highway, or of any other injury to, decrease in value of or the reacquisition of the whole or any part of the Premises pursuant to the terms of any redevelopment plan or agreement affecting the Premises, or if any agreement shall be made between the Mortgagor and any entity vested with the power of eminent domain, any and all awards and payments on account thereof shall be deposited with the Mortgagee. The Mortgagor shall give the Mortgagee immediate notice of the actual or threatened commencement of any of the foregoing proceedings, and shall deliver to the Mortgagee copies of all papers served in connection with any such proceeding. The Mortgagee shall have the right to intervene and participate in any proceeding for and in connection with any such taking, unless such intervention shall be prohibited by the Court having jurisdiction over such taking, in which event the Mortgagor shall consult with the Mortgagee in connection with such proceeding; and the Mortgagor shall not enter into any agreement with regard to the Premises or any award or payment on account thereof unless the Mortgagee shall have consented thereto in writing. The Mortgagor hereby appoints the Mortgagee

its Attorney-in Fact, coupled with an interest; and authorizes, directs and empowers such Attorney, at its option, on behalf of the Mortgagor, to adjust, compromise or settle the claim of any such award to payment, to collect, receive and retain the proceeds thereof, and to give proper receipts therefor. The Mortgagor further agrees, on request, to make, execute, and deliver to the Mortgagee any and all assignments and other instruments, as the Mortgagee may require, to confirm or assign all such awards and payments to the Mortgagee free and clear of any and all encumbrances of any nature whatsoever.

Notwithstanding any such taking, alternation of grade, other injury to or decrease in value of the Premises, or reacquisition of title, or agreement, the Mortgagor shall continue to make any and all payments required by the Lending Documents. Any reduction in the principal sum resulting from the application by the Mortgagee of such award or payment as hereinafter set forth shall be deemed to take effect only on the date of such application. The proceeds of any award or payment, after deducting the expenses of collection, including, but not limited to, counsel fees and other costs and disbursements incurred by the Mortgagee, will be applied by the Mortgagee, at its option, toward payment of the indebtedness secured hereby whether or not same shall be then due or payable, or be paid over wholly or in part to the Mortgagor for the purposes of altering or restoring any part of the Premises which may have been damaged as a result of any such taking, alternation of grade, or other purpose or object satisfactory to the Mortgagee, but the Mortgagee shall not be obligated to see to the proper application of any amount paid over to the Mortgagor. In the event that any awards are paid over to Mortgagee for altering, restoring or rebuilding, Mortgagor shall deposit with Mortgagee any funds which may be required for such repair, restoration or rebuilding in excess of the net funds received in respect of the taking or diminution in value received, which funds shall be deposited with Mortgagee and held and disbursed by it, together with the net funds received in respect of the taking or diminution in value in accordance with usual practices of Mortgagee or other lenders making construction loans. In the event Mortgagee elects to make any awards available to Mortgagor, within thirty (30) days after notice to Mortgagor of such election Mortgagor shall deliver to Mortgagee plans and specifications for such rebuilding, restoration or repair acceptable to Mortgagee, which acceptance shall be evidenced by Mortgagee's written consent thereto, and Mortgagor shall thereafter commence the rebuilding, restoration or repair and complete same, all in substantial accordance with the plans and specifications and within four (4) months after the date of the damage or destruction. In the event Mortgagee elects to make condemnation proceeds available for rebuilding, restoration or repair hereunder and Mortgagor fails to comply with the requirements of this Mortgage with respect thereto, Mortgagee may accelerate payment of the indebtedness secured hereby and demand immediate payment of all of such indebtedness, and may apply the net funds received in respect of the taking or diminution in value, to the payment of such indebtedness in the order provided herein.

If prior to the receipt by the Mortgagee of such award or payment, title to the Premises shall have vested in the Mortgagee by virtue of a judgment of strict foreclosure or the Premises shall have been sold upon foreclosure of this Mortgage, the Mortgagee shall have the right to receive said award or payment to the extent of the debt secured by this Mortgage remaining unsatisfied after such strict foreclosure or sale of the Premises, with interest per annum thereon at four percent (4%) above the then current rate set by the Note, whether or not a deficiency judgment on this Mortgage shall have been sought or recovered or denied, and to the extent of the reasonable counsel fees, costs

and disbursements incurred by the Mortgagee in connection with the collection of such award or payment.

8. That the Mortgagor within ten (10) days upon request by mail, will furnish a written statement duly acknowledged of the amount due upon this Mortgage and whether any offsets or defenses exist against the Mortgage debt.

9. That upon default by Mortgagor in performance of any of the terms, covenants or conditions herein or in said Note contained, Mortgagee may, at its option and whether electing to declare the whole indebtedness due and payable or not, perform the same without waiver of any other remedy, and any amount paid or advanced by Mortgagee in connection therewith, and all other costs, charges or expenses, including reasonable attorneys' fees, incurred in the protection of said Premises, or in protecting or sustaining the lien of the Mortgage or in foreclosure or other legal proceedings for collection of the debt hereby secured or in any other litigation or controversy arising from or in connection with this Mortgage or the debt secured hereby, with interest thereon at the default rate set forth in said Note or at the legal rate, whichever is lower, shall be repayable by the Mortgagor without demand, shall be a lien upon the Premises prior to any right, title to, interest in or claim thereon attaching or accruing subsequent to the lien of this Mortgage and shall be secured by this Mortgage.

10. That the Mortgagee, in making any payment herein and hereby authorized, in the place and stead of the Mortgagor; relating to taxes, assessments, water rates, sewer rentals and other governmental or municipal charges, fines, impositions or liens asserted against the Premises may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of the bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof, or relating to any apparent or threatened adverse title, lien, statement of lien, encumbrance, claim or charge shall be the sole judge of the legality or validity of same; or relating to the expense of repairs or replacement of any buildings, improvements, fixtures, merchandise or appurtenances upon the Premises shall be the sole judge of the state of repairs and the necessity for incurring the expense of any such repairs or replacement; or otherwise relating to any other purposes herein and hereby authorized, but not enumerated in this paragraph, may do so whenever, in its judgment and discretion, such advance or advances shall seem necessary or desirable to protect the full security intended to be created by this instrument, and provided further that in connection with any such advance, Mortgagee, at its option, may and is hereby authorized to obtain a continuation report of title prepared by a title insurance company, the cost and expenses of which shall be repayable by the Mortgagor without demand and shall be secured hereby.

11. That the whole of the principal sum and interest shall become due at the option of the Mortgagee without notice to Mortgagor: (a) after default in the payment of any installment of principal and/or interest under the Note as the same become due; or (b) after default in the payment of any tax, water, sewer or utility charges or assessment for fifteen (15) days after written notice and demand; or (c) upon default in keeping in force the insurance required herein; or (d) after default for fifteen (15) days after written notice and demand, either in delivering the policies of insurance herein described or referred to or in reimbursing the Mortgagee for premiums paid on such insurance, as herein provided; or (e) after default for fifteen (15) days after written notice and

demand in the payment of any installment which may then be due or delinquent on any assessment for local improvement for which an official bill has been issued by the appropriate authority and which may now or hereafter affect the Premises and may be or become payable in installments; or (f) upon the actual or threatened waste, removal or demolition of, or material alteration to any building or improvements on the Premises, except as permitted herein; or (g) upon assignment by the Mortgagor of the whole or any part of the loan proceeds, or rents, income or profits arising from the Premises, without the written consent of the Mortgagee; or (h) following default in the observance or performance of any other covenant or agreement of the Mortgagor hereunder, or the Note, or in the case of any other instrument securing the debt or any portion thereof, upon a default thereunder, after the delivery of any notice and the expiration of any grace period provided for thereunder; (i) upon the election by the Mortgagee to accelerate the maturity of said principal sum pursuant to the provisions of this Mortgage, the Note or of any other instrument which may be held by the Mortgagee as additional security for the Note; or (j) institution of or consent to proceedings, or the taking of any action in furtherance of, or the entry of any order or decree of a court of competent jurisdiction with respect to any of the following, provided, however, that Borrower shall have a period of thirty (30) days in which to obtain a dismissal of any involuntary proceedings, or a discharge of any trustee or receiver, (i) bankruptcy, insolvency or reorganization, readjustment, arrangement, composition or similar relief as to Borrower or any guarantor of any obligation of the Borrower to Holder under federal or state bankruptcy or insolvency statutes or related laws, (ii) appointment of a receiver, liquidator, trustee or assignee in bankruptcy or insolvency as to Borrower or any guarantor of any obligation of the Borrower to Holder or a substantial part of their respective properties, or (iii) assignment of the Borrower or any guarantor of any obligation of the Borrower to Holder for the benefit of creditors, or the winding up or liquidation of the affairs of the Borrower or such guarantor; or (k) if legal and/or equitable title to the Premises or any part thereof shall vest in anyone other than the Mortgagor without the prior written consent of the Mortgagee or if Mortgagor is deprived of possession thereof by process or operation of law; or (l) the breach of any warranty or the untruth of any representation of the Mortgagor in the loan documents in any material respect which is adverse to the Mortgagee. Thereupon, or at any time during the existence of any such default, the Mortgagee may, at its option, proceed to foreclose this Mortgage, anything contained herein or in the Note to the contrary notwithstanding, and any failure to exercise said option shall not constitute a waiver of the right to exercise the same at any other time.

12. That upon a default in any of the terms, conditions, covenants or warranties of this Mortgage, Mortgagee shall be entitled to the immediate appointment of a receiver of the Property herein described, without regard to the value of the Premises or the solvency of any person or persons liable for the payment of the Mortgage indebtedness and regardless of whether Mortgagee has an adequate remedy at law; and upon any such default, whether or not a receiver has been appointed, the Mortgagee may proceed to collect the rents and benefits of said Property and apply the same against any sums secured by this Mortgage. Until there is a default under this Mortgage, the Mortgagor shall have the right to possession of the Premises, and collection of rents and benefits thereof.

13. That in case of foreclosure of this Mortgage in any court of law or equity, whether or not any order or decrees shall have been entered therein, and to the extent permitted by law, a reasonable sum as aforesaid shall be allowed for attorneys' fees of the Mortgagee in such proceeding, for stenographers' fees and for all monies expended for documentary evidence and the

cost of a complete abstract of title and title report for the purpose of such foreclosure, such sums to be secured by the lien hereunder. To the extent permitted by law, there shall be included in any judgment or decree foreclosing this Mortgage and to be paid out of said rents or the proceeds of any sale made in pursuance of any such judgment or decree: (1) all costs and expenses of such suit or suits, including advertising, sale and conveyance, attorneys', solicitors and stenographers' fees, outlays for documentary evidence and the cost of any abstract, environmental site assessment, title examination, and title report; (2) all monies advanced by Mortgagee, if any, for any purpose authorized in this Mortgage, with default interest as herein provided; (3) all the accrued interest remaining unpaid on the indebtedness hereby secured; (4) all the said principal money remaining unpaid. The surplus of the proceeds, if any, shall be paid to the said Mortgagor on reasonable request, or as the court may direct.

14. Except as herein provided, that the Mortgagee shall not be compelled to release, or be prevented from foreclosing or enforcing this Mortgage upon all or any part of the Premises, unless the entire debt, and all items hereby and thereby secured shall be paid in lawful money as aforesaid; and shall not be required to accept any part or parts of the said Premises, as distinguished from the entire whole thereof, as payment of or upon the said debt to the extent of the value of such part of parts; and shall not be compelled to accept or allow any apportionment of the said debt to or among any separate parts of the said Premises. In the case of a foreclosure by sale, the Premises may, at Mortgagee's election, be sold in one or more parcels.

15. That the failure of the Mortgagee to exercise the option for acceleration of maturity and/or foreclosure following acceptance by Mortgagee of partial payments hereunder shall not constitute a waiver of any such default, but such option shall remain continuously in force. Acceleration of maturity, once claimed hereunder by Mortgagee, may, at the option of Mortgagee, be rescinded by written acknowledgement to that effect by the Mortgagee, but the tender and acceptance of partial payments alone shall not in any way affect or rescind such acceleration of maturity.

16. That all right, title and interest of the Mortgagor in and to all leases affecting the Premises together with any and all further leases upon all or any part of the Premises and together with all of the rents, income, receipts, revenues, issues and profits from or due or arising out of the said Premises are hereby collaterally transferred and assigned to the Mortgagee. In the event of default by Mortgagor in any of the payments stipulated in the Note or in case of default in any of the covenants and agreements set forth in the Note or this Mortgage, the loan documents, or any Commitment Letter, the Mortgagee is hereby authorized and empowered, by its servants, agents or attorneys, to take possession of and enter upon the Premises and to collect and receive the rents and income therefrom, and to apply so much of said rents and income as may be required in the necessary expenses of running said Premises, including attorneys' fees, management agents' fees, and if the Mortgagee manages the Premises with its own employees, an amount equal to the customary management agents' fees charges for similar property in the area where the Premises are located, and to apply the balance of said rents and income to the payment of the amounts due upon said Note or in payment of taxes assessed against the Premises or both.

17. Mortgagor Covenants and Agrees:

(a) That Mortgagor will promptly and fully keep, perform and comply with all of the terms, provisions, covenants, conditions and agreements imposed upon or assumed by the Mortgagor as Landlord (or similar designation) under any leases in effect now or in the future covering all, or any part, of the above-described property, whether one or more, hereinafter referred to individually and collectively as "Tenants' Leases"; and

(b) That Mortgagor will not intentionally and/or negligently do, permit anything to be done, or omit and refrain from doing anything, the doing or omission of which will give any present or future tenant a right to terminate any of the Tenants' Leases.

(c) Mortgagor agrees that Mortgagor shall not collect any and all rentals in advance of one month's rent and security deposits in connection with any of the Tenants' Leases.

If Mortgagor shall in any manner fail in any of the above covenants and agreements, Mortgagee may (but shall not be obligated to) take any action Mortgagee deems necessary or desirable to perform or cure any default by Mortgagor in the performance of or compliance with any of Mortgagor's covenants or obligations under any of the Tenants' Leases. Mortgagee shall have the right to enter upon the within-described Property to such extent and as often as Mortgagee in its sole discretion deems necessary or desirable in order to prevent or cure any such default by Mortgagor. Mortgagee may expend such sums of money as Mortgagee in its sole discretion deems necessary for any such purpose and Mortgagor hereby agrees to pay to Mortgagee immediately upon demand all such sums so expended by Mortgagee together with interest thereon from the date of each such payment at the default rate provided for in the Note secured hereby. All sums so expended by Mortgagee and interest thereon shall be added to and secured by the lien of this instrument.

17. That should the proceeds of the loan made by the Mortgagee to the Mortgagor, the repayment of which is hereby secured, or any part thereof, or any amount paid out or advanced by the Mortgagee, be used directly or indirectly to pay off, discharge or satisfy, in whole or in part, any prior lien or encumbrance upon said Premises or any part thereof then the Mortgagee shall be subrogated to any additional security held by the holder of such lien or encumbrance.

18. That the rights and remedies herein provided are cumulative and that the Holder of the Note and of every other obligation secured hereby may recover judgment thereon, issue execution therefor, and resort to every other right or remedy available at law or in equity, without first exhausting and without affecting or impairing the security or any right or remedy afforded by this Mortgage and no enumerated or special rights or powers by any provisions of this Mortgage shall be construed to limit any grant or general rights or powers, or take away or limit any and all rights granted to or vested in the Mortgagee by virtue of the laws of the state in which the Property is located.

19. That time and punctuality shall be of the essence of this instrument, but no delay or failure by the Mortgagee to insist upon the strict performance by the Mortgagor of any of the terms and provisions hereof shall be deemed to be a waiver of any of the terms and provisions hereof, and that Mortgagee, notwithstanding any such failure, shall have the right thereafter to insist upon strict performance by the Mortgagor, of any and all of the terms and provisions of this Mortgage or the Note secured hereby to be performed by the Mortgagor; and no person obligated for the payment of

the whole or any part of the sums now or hereafter secured by this Mortgage shall be relieved of such obligation by reason of the failure of the Mortgagee to comply with any request of the Mortgagor or of any other person so obligated to take action to foreclose this Mortgage or otherwise enforce any of the provisions of this Mortgage or of any obligation secured by this Mortgage, or by reason of the release, regardless of consideration, of the whole or any part of the security held for the indebtedness secured by this Mortgage, or by reason of any agreement or stipulation between any subsequent owner or owners of the Premises and the Mortgagee extending the time of payment or modifying the terms of the Note or this Mortgage without first having obtained the consent of the Mortgagor or such other person, and in the latter event, the Mortgagor and all such other persons shall continue to be liable for such payments according to the terms of any such agreement or extension or modification unless expressly released and discharged in writing by the Mortgagee; and regardless of consideration and without the necessity for any notice to or consent by the holder of any subordinate lien on the Premises, the Mortgagee may release the obligation of anyone at any time liable for any of the indebtedness secured by this Mortgage or any part of the security held for the indebtedness and may extend the time of payment or otherwise modify the terms of the Note and/or this Mortgage without, as to the security or the remainder thereof, in any way impairing or affecting the lien of this Mortgage, or the priority of such lien, as security for the payment of the indebtedness as it may be so extended or modified over any subordinate lien; and the Mortgagee may resort, for the payment of the indebtedness secured hereby, to any other security therefore held by the Mortgagee in such order and manner as the Mortgagee may elect.

20. That nothing herein contained nor any transaction related thereto shall be construed or so operate as to require the Mortgagor to make any payment or to do any act contrary to law; that if any clauses or provisions herein contained operate or would prospectively operate to invalidate this Mortgage in whole or in part, then such clauses and provisions only shall be held for naught, as though not herein contained, and the remainder of this Mortgage shall remain operative and in full force and effect.

21. This Mortgage and the rights and indebtedness hereby secured shall be enforced according to the laws of the state in which the Property is located.

22. That Mortgagor hereby waives, to the extent permitted by law, the benefits of all valuation, appraisal, homestead, exemption, stay, redemption and moratorium laws, now in force or which may hereafter become laws.

23. That the mailing of a written notice of demand addressed to the Mortgagor at the last address actually furnished to the Mortgagee, shall be sufficient notice and demand in any case arising under this instrument.

24. That if at any time the United States Government, any State, or any other governmental subdivision shall require documentary stamps hereon, or on the Note secured by this Mortgage, or shall require payment of taxes upon the obligation secured hereby, then the said indebtedness and the accrued interest thereon shall be and become due and payable at the election of the Mortgagee thirty (30) days after the mailing of notice of such election to Mortgagor; provided, however, said election and the right to elect shall be unavailing and this Mortgage and Note shall be and remain in effect, if Mortgagor lawfully may pay for such stamps or such tax including interest

and penalties thereon to or for Mortgagee and does in fact pay, when payable, for all such stamps or such tax, as the case may be, including interest and penalties thereon. Mortgagor further agrees to deliver to Mortgagee, at any time, upon demand, evidence of citizenship and such other evidence as may be required by any government agency having jurisdiction in order to determine whether the obligation secured hereby is subject to or exempt from any such tax.

25. Intentionally deleted.

26. That all the covenants hereof shall run with the land.

27. IN ANY ACTION TO FORECLOSE THIS MORTGAGE OR TO COLLECT THE NOTE SECURED HEREBY OR TO COLLECT A DEFICIENCY AFTER THE FORECLOSURE OF THIS MORTGAGE, MORTGAGOR HEREIN SPECIFICALLY WAIVES ITS RIGHT TO ANY NOTICE OF HEARING OR HEARING, OR THE ESTABLISHMENT OF A BOND, WITH OR WITHOUT SURETY, WHICH MORTGAGOR WOULD OTHERWISE BE ENTITLED TO UNDER APPLICABLE LAW PRIOR TO AN ATTACHMENT BEING PLACED AGAINST ANY REAL OR PERSONAL PROPERTY OWNED BY MORTGAGOR IN THE STATE IN WHICH THE PROPERTY IS LOCATED, OR PRIOR TO MORTGAGEE'S RESORT TO ANY OTHER PREJUDGMENT REMEDY ALLOWED BY LAW. THE MORTGAGOR ACKNOWLEDGES THAT THIS MORTGAGE AND THE NOTE SECURED HEREBY EVIDENCE A COMMERCIAL TRANSACTION. MORTGAGOR EXPRESSLY WAIVES ALL REQUIREMENTS OF PRESENTMENT, PROTEST, NOTICE OF DISHONOR OR NON-PAYMENT, NOTICE OF PROTEST AND ALL DILIGENCE.

28. The Mortgagor shall not voluntarily encumber the Premises other than as described on Schedule A without the prior written consent of the Mortgagee. If the Mortgagee shall permit any such encumbrance, then the same shall not constitute a default under this Mortgage.

29. An event of default under the terms of this Mortgage or the Note shall constitute an event of default under any other Note or Mortgage by and between the Mortgagor and the Mortgagee in effect at the time of any such default and under the documents evidencing any other loan now existing or hereafter made by Mortgagee to Mortgagor, and an event of default under any other Note secured by a Mortgage of the Premises or any existing or future loans shall constitute an event of default under this Mortgage and Mortgagor's Note to Mortgagee of even dated herewith.

30. Mortgagor shall perform all of the conditions and covenants herein and in the Note which are hereby made a part hereof to the same extent as if fully set forth herein.

31. The Mortgagor further covenants and represents as follows:

(a) No toxic or hazardous substances, including without limitation asbestos and the group of organic compounds known as polychlorinated biphenyls, have been, are, or shall be generated, treated, stored, or disposed of, or otherwise deposited in or located on the Premises, including without limitation the surface and subsurface waters of the Premises;

(b) No activity has been, is, or shall be undertaken on the Premises which has caused or would cause (i) the Premises to become a hazardous waste treatment, storage, or disposal facility within the meaning of, or otherwise bring the Premises within the ambit of, the Resource Conservation and Recovery Act of 1976, 42 U.S.C. Section 6901 et seq., as the same may be amended from time to time ("RCRA") or any similar state laws, regulations, or local ordinances, (ii) a release or threatened release of hazardous waste from the Premises within the meaning of, or otherwise bring the Premises within the ambit of, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. Section 9601-9675, as the same may be amended from time to time ("CERCLA"), or any similar state laws, regulations, or local ordinances, or (iii) the discharge of pollutants or effluents into any water source or system, or the discharge into the air of any emissions, which would require a permit under the Federal Water Pollution Control Act, 33 U.S.C. Section 1251, et seq., or the Clean Air Act, 42 U.S.C. Section 7401, et seq., or any similar state laws, regulations, or local ordinances;

(c) Neither Mortgagor, nor to the best of Mortgagor's knowledge, any tenant or other occupant of the Premises or any other party has caused or suffered to occur, and Mortgagor will not hereafter cause or suffer to occur, a discharge, spillage, uncontrolled loss, seepage, or filtration of oil or petroleum or chemical liquids or solids, liquid or gaseous products or hazardous waste (a "spill"), at, upon, under, or within the Premises or any contiguous real estate which has been included in or with the property description of the Premises within the preceding three years, and neither the Mortgagor, nor any tenant or other occupant of the Premises, nor any other party has been, is, or will be involved in the conduct of a commercial or business enterprise at or near the Premises which use toxic substances, nor are there or will there be any substances or conditions in or on the Premises, which could support a claim or cause of action or lead to the imposition on the Mortgagor or any other owner of the Premises, of liability or the creation of a lien on the Premises, under RCRA, CERCLA, or any other federal, state, or local environmental laws, regulations, or ordinances (collectively, the "Environmental Laws");

(d) The Mortgagor shall comply strictly and in all respects with the requirements of the Environmental Laws and shall notify the Mortgagee promptly in the event of any spill upon the Premises, and shall promptly forward to the Mortgagee copies of all orders, notices, permits, applications, or other communications and reports in connection with any such spill or any other matters relating to the Environmental Laws as they may affect the Premises;

(e) The Mortgagor, promptly upon the written request of the Mortgagee after the occurrence of any event which causes the Mortgagee to reasonably believe there has been any adverse effect to the environmental condition of the Premises, or upon the institution of foreclosure proceedings against the Premises, shall provide Mortgagee with an environmental site assessment or environmental audit report, or an update of such assessment or report, all in scope, form, and content satisfactory to the Mortgagee;

(f) The Mortgagor does and shall indemnify the Mortgagee and hold the Mortgagee, its successors and assigns harmless from and against all loss, liability, damage, and expenses, including attorneys' fees, suffered or incurred by the Mortgagee, whether as holder of the Mortgage, as mortgagee in possession or as successor in interest to the Mortgagor as owner of the Premises, by virtue of foreclosure or acceptance of a deed in lieu of foreclosure (i) under or on

account of the Environmental Laws, including, without limitation, the assertion of any lien thereunder; (ii) with respect to any spill or hazardous substance affecting the Premises, whether or not the same originates or emanates from the Premises or any such contiguous real estate, including any loss of value of the Premises as a result of a spill; and (iii) with respect to any other matter affecting the Premises within the jurisdiction of the Environmental Protection Agency or other regulatory authority;

(g) In the event of any spill affecting the Premises, whether or not the same originates or emanates from the Premises or any such contiguous real estate, and/or if the Mortgagor shall fail to comply with any of the requirements of the Environmental laws, Mortgagee may at its election, but without the obligation so to do, give such notices and/or cause such work to be performed at the Premises and/or take any and all other actions as the Mortgagee shall deem necessary or advisable in order to remedy said spill or hazardous substance or cure said failure of compliance and any amounts paid as a result thereof, together with interest thereon at the Interest Rate as defined in the Note from the date of payment by the Mortgagee, shall be immediately due and payable by the Mortgagor to the Mortgagee and until paid shall be added to and become a part of the indebtedness secured hereby and shall have the benefit of the lien hereby created as a part thereof; and

(h) THE PROVISIONS OF THIS PARAGRAPH 31 SHALL SPECIFICALLY SURVIVE FORECLOSURE, DEED-IN-LIEU OF FORECLOSURE OR SATISFACTION OF THE INDEBTEDNESS UNDER THE LOAN.

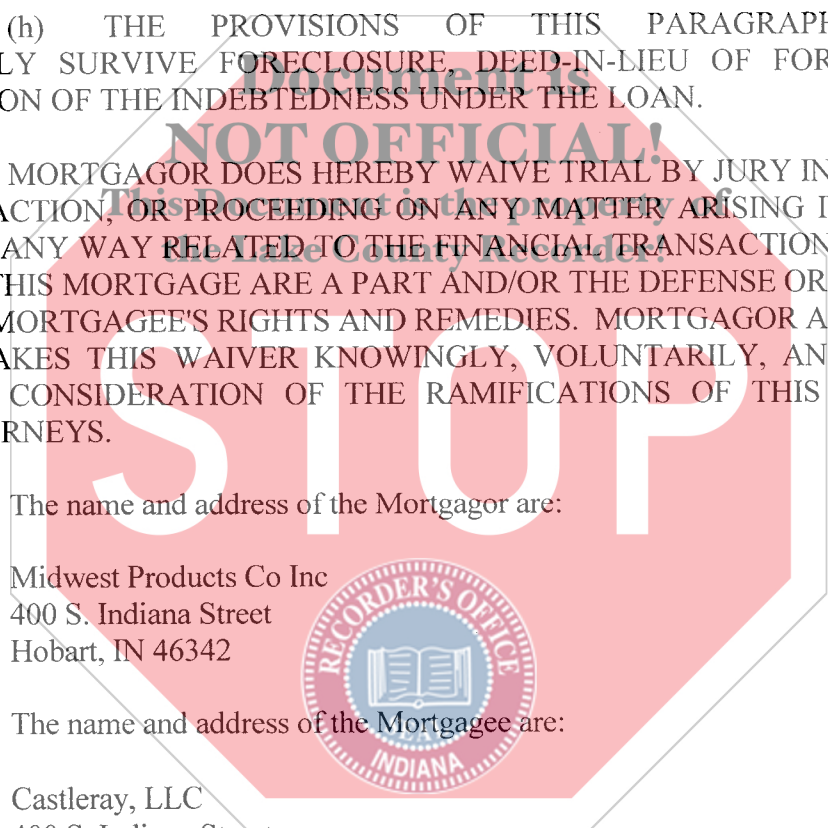
32. MORTGAGOR DOES HEREBY WAIVE TRIAL BY JURY IN ANY COURT IN ANY SUIT, ACTION, OR PROCEEDING ON ANY MATTER ARISING IN CONNECTION WITH OR IN ANY WAY RELATED TO THE FINANCIAL TRANSACTION OF WHICH THE NOTE AND THIS MORTGAGE ARE A PART AND/OR THE DEFENSE OR ENFORCEMENT OF ANY OF MORTGAGEE'S RIGHTS AND REMEDIES. MORTGAGOR ACKNOWLEDGES THAT IT MAKES THIS WAIVER KNOWINGLY, VOLUNTARILY, AND ONLY AFTER EXTENSIVE CONSIDERATION OF THE RAMIFICATIONS OF THIS WAIVER WITH THEIR ATTORNEYS.

33. The name and address of the Mortgagor are:

Midwest Products Co Inc
400 S. Indiana Street
Hobart, IN 46342

The name and address of the Mortgagee are:

Castleray, LLC
400 S. Indiana Street
Hobart, IN 46342



34. Mortgagor may, at its option, declare immediately due and payable all sums secured by the Mortgage upon the sale or transfer, without the Mortgagor's prior written consent, of all or any part of the Property, or any interest in the Property.

NOW, THEREFORE, if said Note above recited shall be well and truly paid according to its tenor and effect, and if all the terms, covenants, and agreements of the Mortgage herein contained and in related documents contained shall be fully and faithfully performed, and if the Mortgagee shall be fully reimbursed for all taxes, assessments, municipal charges or insurance premiums, then this Mortgage shall be void, but otherwise shall remain in full force and effect.

IN WITNESS WHEREOF, Mortgagor has hereunto set its hand and seal on this 14th day of June, 2012.

MORTGAGOR:

MIDWEST PRODUCTS CO., INC

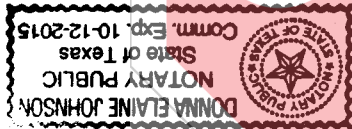
By: Derek Lewis
Derek Lewis,
Chairman of the Board

STATE OF TEXAS

COUNTY OF TRAVIS

Document is
NOT OFFICIAL!
This Document is the property of
the Lake County Recorder!

Subscribed and sworn to before me, a notary public in and for said county and state, personally appeared Derek Lewis, as Chairman of the Board of Midwest Products Co., Inc, who acknowledged the execution of the foregoing this 14th day of June, 2012, on behalf of such company.



Donna E. Johnson
Notary Public
Donna E. Johnson
Printed Name
County of Residence:

My Commission Expires:

10-12-2015

Travis

Schedule A

PROPERTY LOCATED AT 400 SOUTH INDIANA STREET, HOBART, IN 46342

Parcel 1: A part of the East Half of the Northwest Quarter of the Southwest Quarter of the Northeast Quarter of Section 32, Township 36 North, Range 7 West of the 2nd P.M., described as commencing at a point on the West line of Indiana Street and 200 feet South of the South line of The Elgin, Joliet and Eastern Railroad Spur Track; thence West and at right angles 218 feet; thence South and parallel with Indiana Street 338.67 feet, more or less, to the Northerly right of way line of The Elgin, Joliet and Eastern Railroad main right of way; thence Northeasterly along the Northerly right of way line of said Elgin, Joliet and Eastern Railroad a distance of 309.02 feet more or less, to the West line of Indiana Street; thence North 120.3 feet to the place of beginning, in the City of Hobart, Lake County, Indiana.

Parcel 2: A part of the East Half of the Northwest Quarter of the Southwest Quarter of the Northeast Quarter of Section 32, Township 36 North, Range 7 West of the 2nd P.M., described as commencing at the intersection of the West line of Indiana Street with the South line of Elgin, Joliet and Eastern Railroad Spur Track, (which Spur Track is described in Deed from George Earle to Elgin, Joliet and Eastern Railroad Company recorded March 31, 1902 in Deed Record 95 page 568), from thence South along the West line of Indiana Street 200 feet, from thence West and at right angles 218 feet, from thence North and parallel with Indiana Street to the right of way of said Elgin, Joliet and Eastern Railroad Spur Track; thence East along the right of way of Elgin, Joliet and Eastern Railroad Spur Track to the place of beginning, in Lake County, Indiana.

Parcel 3: A strip of land 40 feet in width located in the Northeast Quarter of Section 32, Township 36 North, Range 7 West of the 2nd P.M., in Lake County, Indiana, and lying South of and adjacent to Jane Street as the same is platted on the Plat of Earle and Davis' Addition to Hobart, Indiana, and extending from the West line of Indiana Street West a distance of 200 feet, all in the City of Hobart, in Lake County, Indiana.

Parcel 4: Part of the Northeast Quarter of Section 32, Township 36 North, Range 7 West of the 2nd P.M., described as follows: commencing at a point on the South line of Jane Street as the same is platted on the Plat of Earle and Davis' Addition to Hobart and 200 feet West of the West line of Indiana Street; thence West along said South line of Jane Street, 18.0 feet; thence South parallel to Indiana Street, 40.0 feet; thence East parallel to Jane Street, 180.0 feet; thence North 40.0 feet to the point of beginning, in Lake County, Indiana.

Prepared By: Christopher A. Poling
LEWIS & KAPPES, P.C.
One American Square
Suite 2500
Indianapolis, IN 46282



I affirm, under the penalties of perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. (Christopher A. Poling)