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STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2012 042717

2012 JUN 28 AM 8:41

MICHAEL H. FAJMAN  
RECORDER

**COLLATERAL AGREEMENT COVERING LOANS TO THIRD PARTY**

Merrillville, Indiana JUNE 16, 2012  
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 MELANIE BREWERY COMPANY, INC

(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 mortgages and warrants to Bank, to secure the payment of the Liabilities (hereinafter defined), the real property and/or real property interests described on Exhibit A, which is attached hereto and made a part hereof (the "Collateral") 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 mortgages, claims and liens other than the interest granted hereunder, with full right to deliver, pledge, assign and transfer such property to the Bank as Collateral hereunder

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, Bank will have the right to foreclose the lien hereof in accordance with the laws of Indiana and to exercise any other remedies of Bank provided herein and/or in any of the other documents executed in connection herewith or in connection with the Liabilities, or which Bank may have at law, at equity or otherwise In any suit to foreclose the lien hereof, there will be allowed and included as additional Liabilities in the decree of sale, all expenditures and expenses which may be paid or incurred by or on behalf of Bank for attorney's fees, appraiser's fees, outlays for documentary and expert evidence, stenographer's charges, publication costs, costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, title insurance policies, and similar data and assurance with respect to title as Bank may deem reasonably necessary either to prosecute such suit or to evidence to bidders at sales which may be had pursuant to such decree the true conditions of the title to or the value of the Collateral, and any other expenses and expenditures which may be paid or incurred by or on behalf of Bank and permitted by the laws of Indiana to be included in such decree All expenditures and expenses of the nature mentioned in this paragraph, and such other expenses and fees as may be incurred in the protection of the Collateral and rents and income therefrom and the maintenance of the lien hereof, including the fees of any attorney employed by Bank in any litigation or proceedings affecting this agreement or the Collateral, including probate and bankruptcy proceedings, or in preparation of the commencement or defense of any proceedings or threatened suit or proceeding, or otherwise in dealing specifically therewith, will be so much additional Liabilities and will be immediately due and payable by the undersigned, with interest thereon at the default rate provided with respect to the Liabilities until paid

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 mortgage or 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

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, Indiana, 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  
3110 WEST 5<sup>TH</sup> AVENUE  
GARY, IN 46406-1722

CENTRAL DISTRIBUTING CO., INC  
By [Signature]  
NICK SEVER JR., PRESIDENT

AMOUNT \$ 15<sup>00</sup>  
CASH \_\_\_\_\_ CHARGE \_\_\_\_\_  
CHECK # 050254  
OVERAGE \_\_\_\_\_  
COPY \_\_\_\_\_  
NON-COM \_\_\_\_\_  
CLERK RM

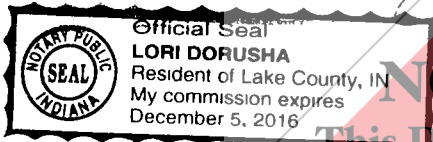
**ACKNOWLEDGMENT.  
(BUSINESS OR ENTITY)**

STATE OF Indiana, COUNTY OF Lake ss

Before me, Lori Dorusha, a Notary Public this 16th day of June,  
2012, Nick Sever Jr OF Central Distributing Co., Inc.  
acknowledged the execution of the annexed instrument

My commission expires

[Signature]  
(Notary Public)



(Notary's County)  
Lake

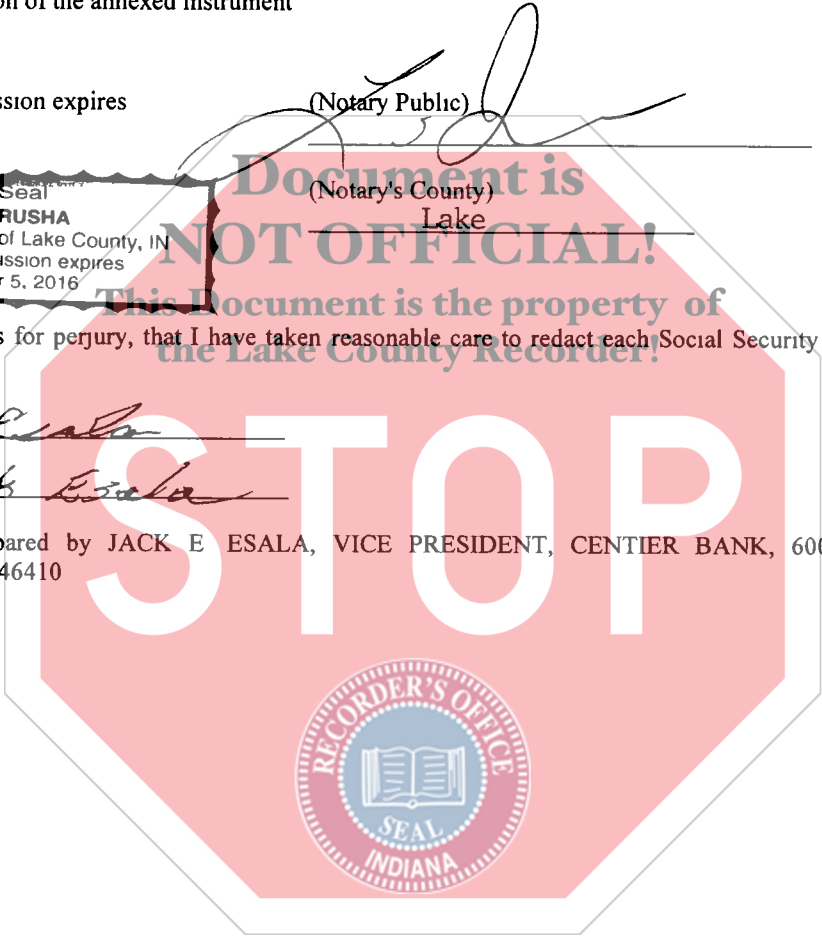
Document is  
**NOT OFFICIAL!**  
This Document is the property of  
the Lake County Recorder!

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 Jack Esala

Printed Name: Jack Esala

This instrument was prepared by JACK E ESALA, VICE PRESIDENT, CENTIER BANK, 600 EAST 84<sup>TH</sup> AVENUE, MERRILLVILLE, Indiana 46410



## EXHIBIT A

Collateral not limited to, Mortgage dated November 14, 2001 recorded on November 30, 2001 as Document Number 2001 097561 re-recorded on May 20, 2003 as Document Number 2003 050960 in the Office of the Recorder of Lake County, Indiana

PARCEL 1: Part of the East Half of Fractional Section 6, Township 36 North < Range 8 West of the Second Principal Meridian, in Lake County, Indiana, more particularly described as follows Beginning at a point on the North line of Fifth Avenue, which point is 175 feet Westerly of the intersection of the said North line of Fifth Avenue with the Southwesterly lines of Industrial Highway as opened by the Board of Public Works of the City of Gary by Confirmatory Resolution No 3158 adopted April 17, 1922 and recorded April 20, 1922 in Miscellaneous Record 120, page 193, in the Office of the Recorder of Lake County, Indiana, thence West along the North line of Fifth Avenue 150 feet, thence North at right angles to said Fifth Avenue 150 feet, thence South 135 feet to the place of beginning except that portion taken by Resolution No 8191 recorded August 29, 1950 in Miscellaneous Record 5335, page 116, as Document No 490959 but included and part of the above tract that portion of land adjoining said tract described in Resolution No 20324 recorded August 29, 1966 in Miscellaneous Record 952, page 137, as Document No 679527 and the South half of vacated Alley 4-B lying North of and adjoining said tract as described in Ordinance No 5894 recorded May 15, 1984, as Document No 756746

PARCEL 2: Part of the East Half of Fractional Section 6, Township 36 North, Range 8 West of the Second Principal Meridian, in Lake County, Indiana more particularly described as follows Commencing on a line 40 feet North of and parallel with centerline of Fifth Avenue at a distance of 375 feet Westerly of its intersection with the Southwesterly line of Industrial Highway as opened by the Board of Public Works of the City of Gary by Confirmatory Resolution No 3158 adopted April 17, 1922 and recorded April 20, 1922 in Miscellaneous Recorder of Lake County, Indiana, thence North at right angles 10 feet to the place of beginning, thence West parallel with and 50 feet North of the centerline of Fifth Avenue 50 feet, thence North at right angles to said Fifth Avenue 125 feet, thence Easterly and parallel with said Fifth Avenue 50 feet, thence South 125 feet to the place of beginning, except that portion taken by Resolution No 8191 recorded August 29, 1950 in Miscellaneous Record 535, page 116, as Document No 490959 but including and part of the above tract of land that portion of land adjoining said tract described in Resolution No 20324 record August 29, 1966 in Miscellaneous Record 952, page 137, as Document No 679527 and the South Half of vacated Alley 4-B lying North of and adjoining said tract as described in Ordinance No 5964 recorded May 15, 1984 as Document No 756746

PARCEL 3 Part of the East Half of Fractional Section 6, Township 36 North, Range 9 West of the Second Principal Meridian in Lake County, Indiana, more particularly described as follows Beginning at a point on the North line of Fifth Avenue which point is 325 feet Westerly on the intersection of the said North line of Fifth Avenue with the Southwesterly line of Industrial Highway as opened by the Board of Public Works of the City of Gary by Confirmatory Resolution No 3158 adopted April 20, 1922 in Miscellaneous Record 120, page 193, in the Office of the Recorder of Lake County, Indiana, thence West along the North line of Fifth Avenue 50 feet, thence North at right angles to said Fifth Avenue 135 feet, thence Easterly and parallel with said Fifth Avenue 50 feet, thence South 135 feet to the place of beginning, except that portion taken by Resolution No 8191 recorded August 29, 1950 in Miscellaneous Record 535, page 116, as Document No 490959 but including and part of the above tract of land that portion of land adjoining said tract described in Resolution No 20324 recorded August 29, 1966 in Miscellaneous Record 952, page 137, a Document No 679527 and the South Half of vacated alley 4-B lying North of and adjoining said tract as described in Ordinance No 5964 recorded May 15, 1984, as Document No 756746

