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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2013 088805

2013 DEC -3 AM 10:09

MICHAEL B. BROWN
RECORDER

Cross Reference: _____

COLLATERAL ASSIGNMENT OF MORTGAGE

FOR VALUE RECEIVED, MUNSTER STEEL CO., INC., an Indiana corporation ("Assignor"), for One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, does hereby COLLATERALLY ASSIGN AND TRANSFER to CITIZENS FINANCIAL BANK, an Indiana banking institution ("Assignee"), all of its rights, title and interests in, to and under that certain that certain Real Estate Mortgage (With Future Advance Clause) from Equity Asset Investors II, LLC and CPV Partners, LLC (collectively, the "Owner") dated Dec 2, 2013 in favor of Assignor, and recorded in the Office of the Recorder of Lake County, Indiana, on December 3, 2013 as Instrument No. 2013088799 (the "Mortgage").

The foregoing Collateral Assignment is given as further security to secure the Assignor's obligations to Assignee in connection with a loan (the "Loan") in the principal amount of \$1,600,000.00 evidenced by a Business Loan Agreement of even date herewith between Assignor and Assignee and a related Promissory Note of the Assignor payable to Assignee, maturing August 30, 2014.

In connection with the Loan and in order to further secure the Loan, the Assignor has contemporaneously executed and delivered to Assignee a Collateral Assignment of Contract Rights (the "Hammond Agreement Assignment") under which the Assignor has collaterally assigned, and granted a security interest to Assignee in all of Assignor's right, title, and interest in, to, and under that certain Agreement for Real Estate Sale and Purchase (Hammond Agreement) dated November 3, 2011 between borrower and CPV Partners, LLC, an Indiana limited liability company (the "Seller"), as last amended by an Eleventh Amendment to Agreement for Real Estate Sale and Purchase (Hammond Agreement) dated June 14, 2013, by and among the Assignor, CPV Partners, LLC, Equity Asset Investors, LLC and Equity Asset Investors II, LLC, as the same may be amended and extended from time to time (the "Hammond Agreement"). The Assignor has been granted the Mortgage pursuant to the terms of the Hammond Agreement and the Mortgage is being further collaterally assigned by the Assignor to the Assignee in connection with the Hammond Agreement Assignment.

(All of the above-described documents, instruments, materials and property, including without limitation the Hammond Agreement, the Mortgage, and other ancillary rights under each of such documents are referred to herein sometimes collectively as the "Assigned Property.")

Assignor hereby represents and warrants to Assignee that:

- (A) Assignor is the holder of the Mortgage;
- (B) the Mortgage has not been modified, amended, altered or replaced, in writing or otherwise, and the Mortgage Note is the legal, valid and binding obligation of Owner, enforceable against Owner in accordance with its terms;

16.00
CASH

PP

(C) the Mortgage secures payment of the obligations of the Seller under the Hammond Agreement and constitutes a valid mortgage lien with respect to all of the property described therein (the "Mortgaged Property");

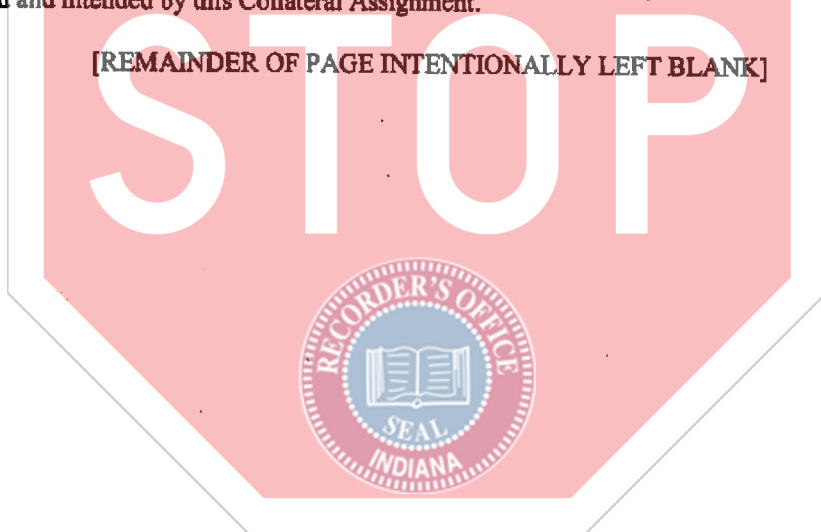
(D) Assignor has delivered to Assignee true and correct copies of the Hammond Agreement and the Mortgage;

(E) the collateral assignment, transfer and delivery of the Assigned Property by Assignor has been authorized by all necessary and appropriate corporate action of Assignor and does not conflict with, result in a breach of or violate any term, provision or requirement of any contract, agreement or other document to which Assignor is a party or by which Assignor is bound, or any applicable state or federal law, rule or regulation or any order, writ, injunction or decree of any court or administrative agency or governmental authority.

Assignee acknowledges and agrees that the assignments of Mortgage pursuant to this Collateral Assignment constitute collateral assignments only and not absolute assignment of the Mortgage. Assignor may continue to receive all of the benefits and exercise all of the rights and privileges under the Mortgage so long as there exists no uncured event of default by Assignor under the Loan and any applicable document entered into in connection therewith provided by Assignee to Assignor for the development of the Mortgaged Property under the Hammond Agreement, Assignor's obligations under which are secured by this Collateral Assignment. Upon satisfaction or other termination in full of all of Assignor's obligations to Assignee under the Loan, the collateral assignments pursuant to this Collateral Assignment shall automatically and forever be discharged and terminate, and Assignee shall return to Assignor the Mortgage held by Assignee pursuant to this Collateral Assignment.

Assignor covenants and agrees that Assignor will, upon request, execute, acknowledge and deliver to Assignee all further assignments, confirmations, consents, instruments of transfer and further assurances as Assignee reasonably may deem necessary or appropriate to fully effect the transactions contemplated and intended by this Collateral Assignment.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]



IN WITNESS WHEREOF, Assignor has executed this Collateral Assignment this 30th day of August, 2013.

"Assignor"

MUNSTER STEEL CO., INC.

By: JRL
Printed: Jeanne L. Robbins
Title: President

STATE OF INDIANA)
COUNTY OF Lake)

Before me, the undersigned, a Notary Public in and for said County and State, this 30th day of August, 2013, personally appeared Jeanne L. Robbins the President of Munster Steel Co., Inc. and acknowledged the execution of the above document to be the authorized voluntary act and deed of such organization.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.

Christine M. Mitcheltree
Notary Public

Christine M. Mitcheltree
Printed

My Commission Expires: 08-26-2015

County of Residence: Lake

CHRISTINE M. MITCHELTREE
NOTARY PUBLIC STATE OF INDIANA
LAKE COUNTY
MY COMMISSION EXP. AUG. 26, 2015

This instrument prepared by Paul J. Dunne, Attorney at Law, Krieg DeVault LLP, 12800 N. Meridian Street, Suite 300, Carmel, IN 46032.

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. (Paul J. Dunne)