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**FIRST AMENDMENT TO REAL ESTATE MORTGAGE, SECURITY AGREEMENT,
ASSIGNMENT OF LEASES AND RENTS AND FIXTURE FILING**

This First Amendment to Real Estate Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing (this "Amendment"), executed as of December 13, 2013, by and between BMO HARRIS BANK N.A., successor-by-merger with M&I MARSHALL & ILSLEY BANK ("Mortgagee") and RAS-MERRILLVILLE, L.L.C. ("Mortgagor").

WITNESSETH:

WHEREAS, to secure certain financial accommodations previously extended by Mortgagee to Mortgagor, Mortgagor executed and delivered to Mortgagee that certain Real Estate Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing dated November 21, 2008, and recorded on December 16, 2008, in the Lake County, Indiana Recorder's Office as Document No. 2008084725, and the same may be amended from time to time (collectively, the "Mortgage"); and

RECORDED
BY BROWN
AM 8:09
LAKE COUNTY, INDIANA

WHEREAS, Mortgagor and Mortgagee have agreed to restructure the financial accommodations previously extended by Mortgagee to Mortgagor and secured by the Mortgage; and

WHEREAS, Mortgagor and Mortgagee wish to amend the Mortgage pursuant to the terms of this Amendment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. Recitals. The recitals to this Amendment are hereby incorporated herein by this reference thereto.

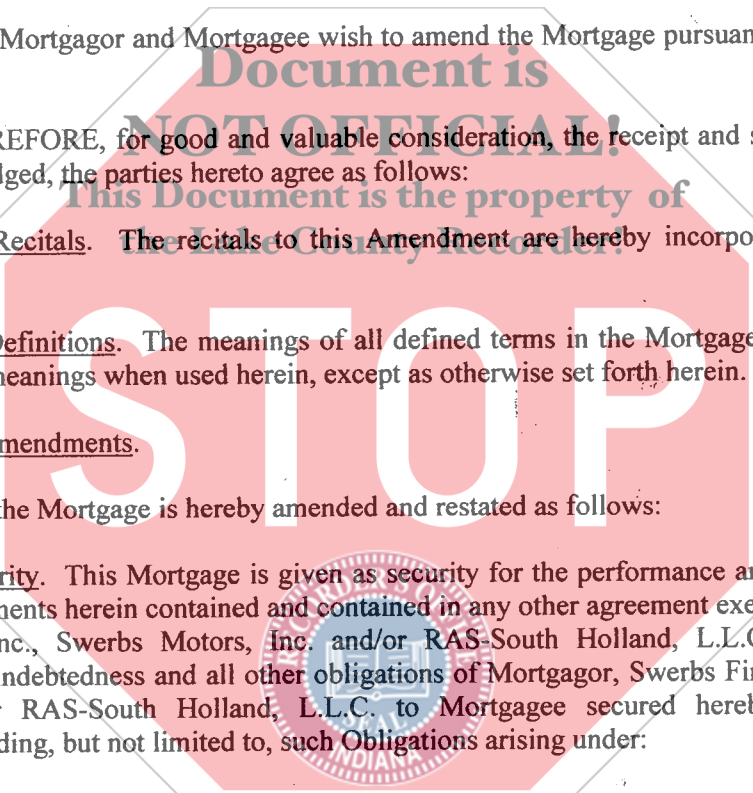
Section 2. Definitions. The meanings of all defined terms in the Mortgage, as defined therein, shall have the same meanings when used herein, except as otherwise set forth herein.

Section 3. Amendments.

(1) Section 1 of the Mortgage is hereby amended and restated as follows:

1. Security. This Mortgage is given as security for the performance and observance of the covenants and agreements herein contained and contained in any other agreement executed by Mortgagor, Swerbs Financial, Inc., Swerbs Motors, Inc. and/or RAS-South Holland, L.L.C. to Mortgagee in connection with the indebtedness and all other obligations of Mortgagor, Swerbs Financial, Inc., Swerbs Motors, Inc. and/or RAS-South Holland, L.L.C. to Mortgagee secured hereby (collectively the "Obligations"), including, but not limited to, such Obligations arising under:

(a) the payment when due of the principal and interest on the indebtedness evidenced by that certain Mortgage Loan Note executed by Mortgagor dated as of December 13, 2013, and payable to the order of Mortgagee in the original principal amount of One Million Eighty Thousand and No/100 Dollars (\$1,080,000.00) (the "Mortgagor Note"), with interest thereon at the rate and payable in the manner described in said Mortgagor Note, with a maturity date of November 30, 2018, or as from time to time renewed, amended or extended, at the principal offices of Mortgagee in Indianapolis, Indiana, or at such



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other place as the holder of the Mortgagor Note may from time to time designate by notice in writing to Mortgagor; and

(b) the payment when due of the principal and interest on the indebtedness evidenced by that certain Promissory Note executed by Swerbs Financial, Inc. dated as of June 27, 2013, and payable to the order of Mortgagee in the original principal amount of Eighteen Million and No/100 Dollars (\$18,000,000.00) (the "Swerbs Financial Note"), with interest thereon at the rate and payable in the manner described in said Swerbs Financial Note, with a maturity date of October 27, 2014, or as from time to time renewed, amended or extended, at the principal offices of Mortgagee in Indianapolis, Indiana, or at such other place as the holder of the Swerbs Financial Note may from time to time designate by notice in writing to Swerbs Financial, Inc.; and

(c) Mortgagor's guaranty of the obligations and indebtedness of Swerbs Financial, Inc. to Mortgagee pursuant to that certain Unconditional Unlimited Continuing Guaranty dated as of November 21, 2008 (the "Swerbs Financial Guaranty") and associated credit and collateral documents; and

(d) the payment when due of the principal and interest on the indebtedness evidenced by that certain Promissory Note executed by Swerbs Motors, Inc. dated as of June 27, 2013, and payable to the order of Mortgagee in the original principal amount of One Million and No/100 Dollars (\$1,000,000.00) (the "Swerbs Motors Note"), with interest thereon at the rate and payable in the manner described in said Swerbs Motors Note, with a maturity date of October 27, 2014, or as from time to time renewed, amended or extended, at the principal offices of Mortgagee in Indianapolis, Indiana, or at such other place as the holder of the Swerbs Motors Note may from time to time designate by notice in writing to Swerbs Motors, Inc.; and

(e) Mortgagor's guaranty of the obligations and indebtedness of Swerbs Motors, Inc. to Mortgagee pursuant to that certain Unconditional Unlimited Continuing Guaranty dated as of November 21, 2008 (the "Swerbs Motors Guaranty") and associated credit and collateral documents; and

(f) the payment when due of the principal and interest on the indebtedness evidenced by that certain Mortgage Loan Note executed by RAS-South Holland, L.L.C. dated as of December 13, 2013, and payable to the order of Mortgagee in the original principal amount of Three Hundred Forty-Eight Thousand and No/100 Dollars (\$348,000.00) (the "RAS-South Holland Note"; the Mortgagor Note, the Swerbs Financial Note, the Swerbs Motors Note, and the RAS-South Holland Note sometimes hereinafter referred to collectively as the "Note"), with interest thereon at the rate and payable in the manner described in said RAS-South Holland Note, with a maturity date of November 30, 2018, or as from time to time renewed, amended or extended, at the principal offices of Mortgagee in Indianapolis, Indiana, or at such other place as the holder of the RAS-South Holland Note may from time to time designate by notice in writing to RAS-South Holland, L.L.C.; and

(g) Mortgagor's guaranty of the obligations and indebtedness of RAS-South Holland, L.L.C. to Mortgagee pursuant to that certain Unconditional Unlimited Continuing Guaranty dated as of December 13, 2013 (the "RAS-South Holland Guaranty"; the Swerbs Financial Guaranty, the Swerbs Motors Guaranty, and the RAS-South Holland Guaranty sometimes hereinafter referred to collectively as the "Guaranty") and associated credit and collateral documents; and

(h) the payment performance and observance of all indebtedness, obligations, liabilities, guaranties and agreements of any kind of Mortgagor, Swerbs Financial, Inc., Swerbs Motors, Inc. and/or RAS-South Holland, L.L.C. to Mortgagee, now existing or hereafter arising, direct or indirect (including without limitation any participation or interest of Mortgagee in obligations of Mortgagor, Swerbs Financial, Inc., Swerbs Motors, Inc. and/or RAS-South Holland, L.L.C. to another), acquired outright,

conditionally or as collateral security from another, absolute or contingent, joint or several, secured or unsecured, due or not, contractual or tortious, liquidated or unliquidated, arising by operation of law or otherwise, and of all agreements, documents and instruments evidencing any of the foregoing or under which any of the foregoing may have been issued, created, assumed or guaranteed, including, without limitation, all loans, advances, interest, costs, overdraft indebtedness, credit card indebtedness, lease obligations or obligations relating to any Hedge Agreement, all monetary obligations incurred or accrued during the pendency of any bankruptcy, insolvency, receivership or other similar proceedings, regardless of whether allowed or allowable in such proceeding, and all renewals, extensions, modifications, consolidations or substitutions of any of the foregoing, whether Mortgagor, Swerbs Financial, Inc., Swerbs Motors, Inc. and/or RAS-South Holland, L.L.C. may be liable jointly with others or individually liable as a debtor, maker, co-maker, drawer, endorser, guarantor, surety or otherwise, and whether voluntarily or involuntarily incurred, due or not due, absolute or contingent, direct or indirect, liquidated or unliquidated. The term "Hedge Agreement" means (a) an agreement (including terms and conditions incorporated by reference therein and all schedules thereto and confirmations thereof) in any notional principal amount (which notational amount may reduce periodically under the agreement) from time to time and at any time executed and delivered by Mortgagor and Mortgagee which provides for an interest rate, currency, equity, credit or commodity swap, cap, floor or collar, spot or foreign exchange transaction, cross-currency rate swap, currency option, any combination thereof, or option with respect to, any of the foregoing or any similar transactions, for the purpose of hedging Mortgagor's exposure to fluctuations in interest rates, exchange rates, currency, stock, portfolio or loan valuations or commodity prices (including any such or similar agreement or transaction entered into by Mortgagee in connection with any other agreement or transaction between Mortgagor and Mortgagee, and (b) a master agreement for any of the foregoing agreements referenced in (a), together with all supplements.

All of the Obligations are secured as they now exist and as they may be revised or amended by any amendment to the Note, the Guaranty or this Mortgage as agreed to by Mortgagor and Mortgagee and/or Swerbs Financial, Inc. and Mortgagee and/or Swerbs Motors, Inc. and Mortgagee and/or RAS-South Holland, L.L.C. and Mortgagee. This Mortgage shall also secure the prompt repayment of any and all advances for expenses which shall be paid by Mortgagee with respect to the Mortgaged Premises as provided for herein, any interest and late charges due and payable under the Note, the Guaranty or this Mortgage and any future advances of loan proceeds hereunder, whether or not such future loans shall indicate that repayment thereof are secured by this Mortgage.

(2) Section 16 of the Mortgage is hereby amended and restated as follows:

16. Events of Default. The occurrence of any one or more of the following events shall be deemed to be an event of default ("Event of Default") under this Mortgage:

- (A) Failure to pay the Note according to its terms;
- (B) Failure of Mortgagor, Swerbs Financial, Inc., Swerbs Motors, Inc. and/or RAS-South Holland, L.L.C. to make payment on the Obligations secured hereby;
- (C) Breach of any covenant or agreement contained in or any other writing executed by Mortgagor, Swerbs Financial, Inc., Swerbs Motors, Inc. and/or RAS-South Holland, L.L.C. in connection with the Obligations secured hereby;
- (D) The filing by Mortgagor, Swerbs Financial, Inc., Swerbs Motors, Inc. and/or RAS-South Holland, L.L.C. of a petition in voluntary bankruptcy or under any chapter of the Federal Bankruptcy Law or other similar law, state or federal, whether now or hereafter existing, or an answer admitting insolvency or inability

to pay its or their debts, or failure to obtain a vacation or stay of involuntary bankruptcy or insolvency proceedings within sixty (60) days;

- (E) The adjudication of Mortgagor, Swerbs Financial, Inc., Swerbs Motors, Inc. and/or RAS-South Holland, L.L.C. as a bankrupt, or the appointment of a trustee or receiver for Mortgagor, Swerbs Financial, Inc., Swerbs Motors, Inc. and/or RAS-South Holland, L.L.C. or for all or a major portion of its or their property in any involuntary proceeding, or the taking of jurisdiction by any court over the property of Mortgagor, Swerbs Financial, Inc., Swerbs Motors, Inc. and/or RAS-South Holland, L.L.C. or of the major part thereof in any involuntary proceeding for the reorganization, dissolution, liquidation or winding up of Mortgagor, Swerbs Financial, Inc., Swerbs Motors, Inc. and/or RAS-South Holland, L.L.C. and the failure to discharge such trustee or receiver or relinquish such jurisdiction or vacate or stay on appeal or otherwise stay such proceedings within sixty (60) days;
- (F) The making by Mortgagor, Swerbs Financial, Inc., Swerbs Motors, Inc. and/or RAS-South Holland, L.L.C. of an assignment for the benefit of creditors or the admitting by Mortgagor, Swerbs Financial, Inc., Swerbs Motors, Inc. and/or RAS-South Holland, L.L.C. in writing of its or their inability to pay its or their debts generally as they become due, or the consent by Mortgagor, Swerbs Financial, Inc., Swerbs Motors, Inc. and/or RAS-South Holland, L.L.C. to the appointment of a receiver or trustee or liquidator of all of its or their properties or the major part thereof;
- (G) Default, including foreclosure and/or sale of collateral, under any other obligations secured by all or any part of the Mortgaged Premises or the Chattel Property, whether or not such obligation has been consented to by Mortgagee prior to such default; or
- (H) Abandonment of the Mortgaged Premises or the Chattel Property by Mortgagor.

(3) Section 23 of the Mortgage is hereby amended and restated as follows:

23. Extent of Obligations. Mortgagor and Mortgagee intend and agree that this Mortgage will secure unpaid balances of any loan advances from Mortgagee to Mortgagor, whether obligatory or not, and whether made pursuant to the Note, or otherwise, made after this Mortgage is delivered to the appropriate county recorder's office for record to the extent that the total unpaid principal which may be outstanding at any time, exclusive of interest, is Forty Million Eight Hundred Fifty-Six Thousand and No/100 Dollars (\$40,856,000.00), provided that this Mortgage shall also secure unpaid balances of advances made for the payment of taxes, assessments, insurance, costs, attorneys' fees or other reimbursable expenses incurred or advanced for the protection of the Mortgaged Premises. Mortgagor further covenants and agrees to repay all such loan advances with interest, and that the covenants contained in this Mortgage shall apply to such loan advances and other obligations and advances.

Section 4. Effect of this Amendment. This Amendment is an amendment only and not a novation or satisfaction of the Mortgage. Nothing contained herein shall be deemed to nullify, discharge or extinguish (i) the contractual relationship between the parties as it exists as of the date hereof, or (ii) the obligations under the Mortgage. If there is any conflict between any of the terms and provisions of the Mortgage and this Amendment, the terms and provisions of this Amendment shall take precedence, control and govern. Except as herein modified, all terms, provisions, covenants, representations,

warranties and obligations of Mortgagee, and all other instruments and documents described therein and/or executed by Mortgagee in connection with the indebtedness secured by the Mortgage, as herein modified, remain in full force and effect and unmodified.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to Real Estate Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing to be executed effective as of the date first above written.

MORTGAGOR:

RAS-MERRILLVILLE, L.L.C.

By: Roger A. Swierbut I
Roger A. Swierbut, I, Sole Member

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me the undersigned, a Notary Public in and for said County and State, personally appeared Roger A. Swierbut, I, the sole member of RAS-Merrillville, L.L.C., an Indiana limited liability company, who acknowledged the execution of the above and foregoing First Amendment to Real Estate Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing on behalf of such limited liability company.

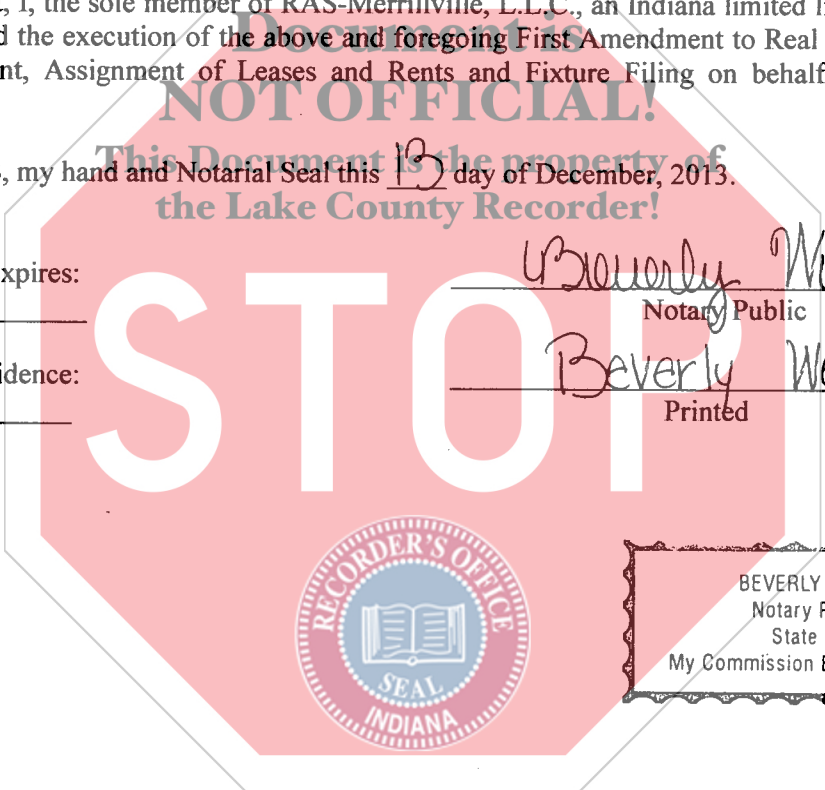
WITNESS, my hand and Notarial Seal this 13 day of December, 2013.

My Commission Expires:
3/18/21

My County of Residence:
LAKE

Beverly West
Notary Public

Beverly West
Printed



BEVERLY MARIE WEST
Notary Public - Seal
State of Indiana
My Commission Expires Mar 18, 2021

MORTGAGEE:

BMO HARRIS BANK N.A.

By: William M. Bower
William M. Bower, Regional Senior Vice
President

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me the undersigned, a Notary Public in and for said County and State, personally appeared William M. Bower, a Regional Senior Vice President of BMO Harris Bank N.A., a national banking association, who acknowledged the execution of the above and foregoing First Amendment to Real Estate Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing on behalf of said banking association.

WITNESS, my hand and Notarial Seal this 13 day of December, 2013.

My Commission Expires:
4-19-20

My County of Residence:
Hendricks

This Instrument Prepared by: Julia A. Carpenter, Esq.
Krieg DeVault LLP
2800 One Indiana Square
Indianapolis, Indiana 46204
(317) 636-4341

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless otherwise required by law: Julia A. Carpenter

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