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2017 045521

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2017 JUL 24 AM 10:59

MICHAEL B. BROWN
RECORDER

Execution

RECORDATION REQUESTED BY:
JPMORGAN CHASE BANK, NA
10 South Dearborn St.
Chicago, IL 60603

WHEN RECORDED MAIL TO:
Hinshaw & Culbertson LLP
ATTN: John R. Terpstra
322 Indianapolis Blvd., Suite 201
Scherverville, IN 46375



THIS MODIFICATION OF MORTGAGE dated June 30, 2017, is made and executed between CALUMET BREWERIES, INC., whose address is 6535 OSBORN AVENUE, HAMMOND, IN 46320 (referred to below as "Grantor") and JPMORGAN CHASE BANK, N.A., whose address is 10 South Dearborn St., Chicago, IL 60603 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated June 25, 2012 which has been recorded in Lake County, State of Indiana, as follows:

Recorded July 17, 2012 as Document #2012-045799 in Lake County, Indiana.

as amended by a Modification of Mortgage dated December 27, 2012 (together with the original Mortgage, collectively, the "Mortgage"), which has been recorded in Lake County, State of Indiana, as follows:

Recorded December 28, 2012 as Document #2012 092352 in Lake County, Indiana.

REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property located in Hammond, Lake County, State of Indiana: SEE ATTACHED EXHIBIT "A"

MERIDIAN TITLE CORPORATION
HAS MADE AN ACCOMODATION
RECORDING OF THIS DOCUMENT

17-26255

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MODIFICATION OF MORTGAGE
(Continued)

The Real Property or its address is commonly known as 6535 OSBORN AVENUE, HAMMOND, IN 46320. The Real Property tax identification number is 45-07-09-103-002.000-023.

MODIFICATION. Lender and Grantor hereby modify the Mortgage as follows:

To delete "\$18,600,000" from the paragraph concerning the Liabilities secured by this Mortgage and replace it with "\$6,835,646.10".

To delete Subsections (1), (2) and (3) from the definition of "Liabilities" and to insert in lieu thereof the following Subsections (1), (2) and (3):

(1) That certain Replacement Revolving Note, dated June 30, 2017 in the original principal amount of One Million Five Hundred Thousand and 00/100 Dollars (\$1,500,000.00) executed and delivered by CALUMET BREWERIES, INC. (a "Borrower"), and having a date when this debt or the last installment of this debt is scheduled to become due of June 30, 2022; and

(2) That certain replacement Term A Note, dated June 30, 2017 in the original principal amount of One Million Five Hundred Eighty-Eight Thousand Three Hundred Ninety-Six and 10/100 Dollars (\$1,588,396.10) executed and delivered by CALUMET BREWERIES, INC. (a "Borrower"), and having a date when this debt or the last installment of this debt is scheduled to become due of June 30, 2022; and

(3) That certain replacement Term B Note, dated June 30, 2017 in the original principal amount of Three Million Seven Hundred Forty-Seven Thousand Two Hundred Fifty and 00/100 Dollars (\$3,747,250.00), executed and delivered by CALUMET BREWERIES, INC. (a "Borrower"), and having a date when this debt or the last installment of this debt is scheduled to become due of June 30, 2022.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Mortgage as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory notes, the liabilities, or other credit agreement secured by the Mortgage. It is the intention of Lender to retain as liable all parties to the Mortgage and all parties, makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Mortgage does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

MODIFICATION OF MORTGAGE
(Continued)

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED June 30, 2017.

GRANTOR:

CALUMET BREWERIES, INC..

By: *Mark Kiernan*

Printed Name: MARK KIERNAN

Its: *President*



STATE OF INDIANA)

COUNTY OF Lake)

SS:

On this 29 day of June, 2017, before me, the undersigned Notary Public, personally appeared, **MARK KIERNAN**, President of CALUMET BREWERIES, INC., and known to me to be an authorized agent of the corporation that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Modification and in fact executed the Modification behalf of the corporation.

By: *Jennifer R. Boyce-Canfield*

Residing at Porter County, Indiana

Printed Name: Jennifer R. Boyce-Canfield

Notary Public in and for the State of Indiana

My commission expires: 3/23/23



MODIFICATION OF MORTGAGE
(Continued)

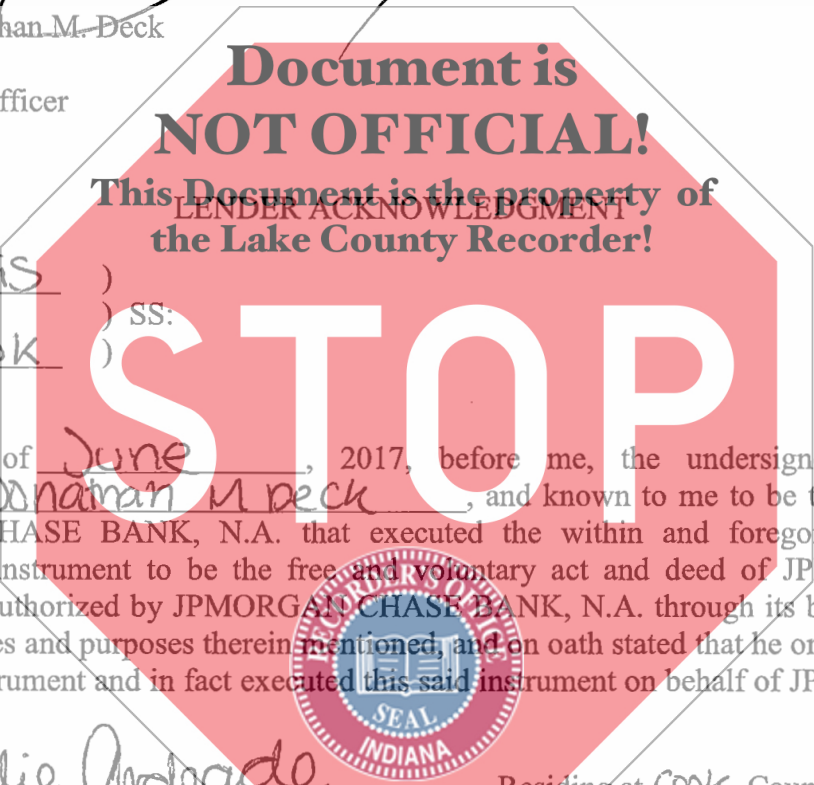
LENDER:

JPMORGAN CHASE BANK, N.A.

By: [Signature]

Printed Name: Jonathan M. Deck

Its: Authorized Officer



STATE OF Illinois)

COUNTY OF Cook)

SS:

On this 30th day of June, 2017, before me, the undersigned Notary Public, personally appeared Jonathan M. Deck, and known to me to be the authorized agent for JPMORGAN CHASE BANK, N.A. that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of JPMORGAN CHASE BANK, N.A., duly authorized by JPMORGAN CHASE BANK, N.A. through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this said instrument and in fact executed this said instrument on behalf of JPMORGAN CHASE BANK, N.A..

By: Nathalie Andrade Residing at Cook County Illinois

Printed Name: Nathalie Andrade

Notary Public in and for the State of Illinois

NATHALIE ANDRADE
Official Seal
Notary Public -- State of Illinois
My Commission Expires Mar 10, 2021
My commission expires: March 10, 2021

I affirm, under the pains and penalties for perjury, that I have taken reasonable steps to redact each social security number in this documents, unless required by law.

[Signature]

This instrument was prepared by John R. Terpstra of Hinshaw & Culbertson LLP, 322 Indianapolis Blvd, Ste 201, Schererville, IN 46375, jterpstra@hinshawlaw.com, Attorney No. 27362-64.

EXHIBIT "A"

A parcel of land in the Northwest 1/4 of the Northwest 1/4 of Section 9, Township 36 North, Range 9 West of the 2nd Principal Meridian, in Lake County, Indiana, described as being that portion of said 1/4 1/4 which lies East of a line parallel to and 664 feet Easterly of the West line of said Section 9, Northerly and Westerly of the parcel owned by the Indiana Harbor Railroad and described in Deed Record 98 page 388-389 in the Office of the Recorder of Lake County, Indiana and Westerly of a straight line that is 82.20 feet Westerly of the West line of the 100 foot wide railroad right of way known as the Danville Branch of the New York Central Railroad at the North line of said Section 9 and 76.20 feet Westerly of the West line of the 100 foot wide railroad right of way at point 634.90 feet Southerly of the North line, more particularly described as beginning at a point in the North line of said Section 9 664.00 feet Easterly of the Northwest corner of said Section 9; thence continuing Easterly on said North line 480.34 feet more or less to a point that is 82.20 feet West of the West right of way line of the 100 foot wide Danville Branch; thence Southerly along a straight line, 634.90 feet to a point on a curved line that is 76.20 feet Westerly of said West line of the 100 foot wide railroad right of way; thence Southerly and Westerly along said curve of 523.69 foot radius, convex to and Southeast, 579.47 feet to a line that is 664 feet Easterly parallel to the West line of said Section 9; thence Northerly on said 664 foot parallel line, 886.48 feet to the North line of said Section 9 and the point of beginning, EXCEPTING THAT part conveyed by Corporate Deed to Herbert D. Lipner recorded May 1, 1985 as Document No. 801262 described as follows: The North 263 feet by parallel lines along the center line of Osborn Avenue of the following: A parcel at land in the Northwest 1/4 of the Northwest 1/4 of Section 9, Township 36 North Range 9 West of the 2nd Principal Meridian, in Lake County, Indiana, said parcel being that portion of said Northwest 1/4 of the Northwest 1/4 which lies East of a line parallel to and 664 feet Easterly of the West line of said Section 9, Northerly and Westerly of the parcel owned by the Indiana Harbor Railroad and described in Deed Record 98 page 388-389 in the Office of the Recorder of Lake County, Indiana, and Westerly of a straight line that is 82.20 feet Westerly of the West line of the 100-foot wide railroad right of way known as the Danville Branch of The New York Central railroad at the North line of said Section 9 and 76.20 feet Westerly of said West line of the 100 foot wide railroad right of way at a point 634.90 feet Southerly of the North line, more particularly described as beginning at a point in the North line of said Section 9, 664 feet Easterly of the Northwest corner of said Section 9; thence continuing Easterly on said North line, 480.34 feet, more or less to a point that is 82.20 feet West of the West right of way line of the 100-foot wide Danville Branch; thence Southerly along a straight line, 634.90 feet to a point on a curved line that is 76.20 feet Westerly of said West line of the 100-foot wide railroad right of way; thence Southerly and Westerly along said curve of 523.69 foot radius, convex to the Southeast, 579.47 feet to a line that is 664 feet Easterly of and parallel to the West line of Section 9; thence Northerly on said 664-foot parallel line, 886.48 feet to the North line of said Section 9 and the point of beginning.