

19547 GARY, IN 415652

824973

OPEN-END MORTGAGE

CHICAGO TITLE INSURANCE COMPANY
INDIANA DIVISION

19

THIS OPEN-END MORTGAGE ("Mortgage") made this 17th day of October, 1985 by ADIENCE COMPANY, L.P., a Delaware limited partnership (hereinafter called "Mortgagor") having its principal place of business and chief executive office at 700 Bingham Street, Pittsburgh, Pennsylvania 15203 to Security Pacific Business Credit Inc., a Delaware corporation, with an office located at 1100 Superior Avenue, Suite 1418, Cleveland, Ohio 44114 (hereinafter called the "Mortgagee"):

W I T N E S S E T H:

WHEREAS, Mortgagor has executed and delivered to Mortgagee that certain Promissory Note, of even date herewith, in the principal amount of Fourteen Million Four Hundred Thousand Dollars (\$14,400,000) ("Note");

WHEREAS, as a condition to Mortgagee's extension of certain financial accommodations to Mortgagor including without limitation, the extension of credit evidenced by the Note, Mortgagee has required that Mortgagor enter into this Mortgage and grant to Mortgagee the liens and security interests referred to herein to secure (i) the payment of the principal of those loans made or to be made by Mortgagee to Mortgagor (in accordance with the terms of a Loan and Security Agreement dated October 16, 1985 between Mortgagee and Mortgagor hereinafter referred to as the "Financing Agreement") and interest charges thereon and (ii) other payment and performance obligations related to this Mortgage (the aforesaid \$14,400,000 of principal indebtedness, principal due under the Financing Agreement, plus interest and other guaranteed payment and performance obligations being hereinafter referred to collectively as the "Liabilities");

WHEREAS, the principal of the Liabilities secured hereby shall not exceed \$29,400,000.00;

NOW THIS INDENTURE WITNESSETH, to secure payment of the Liabilities and in consideration of One Dollar (\$1.00) in hand paid, receipt whereof is hereby acknowledged, Mortgagor mortgages and warrants unto Mortgagee and its successors and assigns, forever, all of the following described real estate in Lake County, Indiana

See Exhibit 1 attached hereto and by this reference made a part hereof

which real estate, together with the property described in the next succeeding paragraph is herein called the "premises".

TOGETHER WITH (a) all right, title and interest, including the right of use or occupancy, which Mortgagor may now have or hereafter acquire in and to any lands occupied by streets,

31.00 CT

alleys, or public places adjoining the premises or in such streets, alleys or public places; (b) all improvements, tenements, hereditaments, gas, oil, minerals, easements, fixtures and appurtenances, and all other rights and privileges thereunto belonging or appertaining; (c) all apparatus, machinery, equipment, and appliances (whether single units or centrally controlled) of Mortgagor now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, ventilation or refrigeration or to treat or dispose of refuse or waste; (d) all screens, window shades, blinds, wainscoting, storm doors and windows, floor coverings, and awnings of Mortgagor; (e) all apparatus, machinery, equipment and appliances of Mortgagor used or useful for or in connection with the maintenance and operation of the premises or intended for the use or convenience of tenants, other occupants, or patrons thereof; (f) all items of furniture, furnishings, equipment, and personal property used or useful in the operation of the premises; and (g) all replacements and substitutions for the foregoing whether or not any of the foregoing is or shall be on or attached to the premises. It is mutually agreed, intended, and declared, that all of the aforesaid property owned by Mortgagor shall, so far as permitted by law, be deemed to form a part and parcel of the premises and for the purpose of this Mortgage to be real estate and conveyed by this Mortgage. It is also agreed that if any of the property herein mortgaged is of a nature so that a security interest therein can be perfected under the Uniform Commercial Code, this instrument shall constitute a Security Agreement and Mortgagor agrees to execute, deliver and file or refile any financing statement, continuation statement, or other instruments Mortgagee may require from time to time to perfect or renew such security interest under the Uniform Commercial Code.

AND ALSO, as additional security for the Liabilities secured hereby, Mortgagor does hereby pledge and assign to Mortgagee from and after the date hereof (including any period of redemption), primarily and on a parity with the premises, and not secondarily, all the rents, issues and profits of the premises and all rents, issues, profits, revenues, royalties, bonuses, rights and benefits due, payable or accruing (including all deposits of money as advance rent, for security or as earnest money or as down payment for the purchase of all or any part of the premises) under any and all present and future leases, contracts or other agreements relative to the ownership or occupancy of all or any portion of the premises and does hereby transfer and assign to Mortgagee all such leases and agreements (including all Mortgagor's rights under any contracts for the sale of any portion of the premises). Mortgagor agrees not to procure or accept the prepayment of any rents or other income from the premises for more than one month, except with the prior written consent of the Mortgagee. Mortgagor further agrees to execute and deliver such assignments of leases or assignments of land purchase contracts as Mortgagee may from time to time request. In the event of a default under the Note, the Financing Agreement or this Mortgage, (1) the Mortgagor agrees, upon demand, to

under this Mortgage and such default shall continue for fifteen (15) days after written or oral notice thereof from Mortgagee, (iii) a default shall occur under any other document, agreement or instrument between Mortgagor and Mortgagee, or (iv) the premises or a substantial part thereof shall have been abandoned for thirty (30) consecutive days. If any such default shall have occurred, then, to the extent permitted by applicable law, the following provisions shall apply:

- (a) All sums secured hereby shall, at the option of Mortgagee, become immediately due and payable without presentment, demand or further notice.
- (b) It shall be lawful for Mortgagee immediately to foreclose this Mortgage by action. The court in which any proceeding is pending for the purpose of foreclosure of this Mortgage may, at once or at any time thereafter, either before or after sale, without notice and without requiring bond, and without regard to the solvency or insolvency of any person liable for payment of the Liabilities secured hereby, and without regard to the then value of the premises or the occupancy thereof as a homestead, appoint a receiver (the provisions for the appointment of a receiver and assignment of rents being an express condition upon which the loan hereby secured is made) for the benefit of Mortgagee, with power to collect the rents, issues and profits of the premises, due and to become due, during such foreclosure suit and the full statutory period of redemption notwithstanding any redemption. The receiver, out of such rents, issues and profits when collected, may pay costs incurred in the management and operation of the premises, prior and coordinate liens, if any, and taxes, assessments, water and other utilities and insurance, then due or thereafter accruing, and may make and pay for any necessary repairs to the premises, and may pay all or any part of the Liabilities or other sums secured hereby or any deficiency decree entered in such foreclosure proceedings.
- (c) Mortgagee shall, at its option, have the right acting through its agents or attorneys, either with or without process of law, forcibly or otherwise, to enter upon and take possession of the premises, expel and remove any persons, goods, or chattels occupying or upon the same, to collect or receive all the rents, issues and profits thereof and to manage and control the same, and to lease the same or any part thereof, from time to time, and, after deducting all reasonable attorneys' fees and expenses, and all reasonable expenses incurred in the protection, care,

maintenance, management and operation of the premises, apply the remaining net income upon the Liabilities or other sums secured hereby or upon any deficiency decree entered in any foreclosure proceedings.

16. In any foreclosure of this Mortgage by action, there shall be allowed and included in the decree for sale, to be paid out of the rents or the proceeds of such sale:

- (a) all of the Liabilities and other sums secured hereby which then remain unpaid;
- (b) all other items advanced or paid by Mortgagee pursuant to this Mortgage, with interest thereon at the Interest Rate from the date of advancement; and
- (c) all court costs, attorneys' fees and expenses, appraiser's fees, expenditures for documentary and expert evidence, stenographer's charges, publication costs, and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all abstracts of title, title searches and examinations, title guarantees, title insurance policies, Torrens certificates and similar data with respect to title which Mortgagee may deem necessary. All such expenses shall become additional Liabilities secured hereby and immediately due and payable, with interest thereon at the Interest Rate, when paid or incurred by Mortgagee in connection with any proceedings, including but not limited to probate and bankruptcy proceedings, to which Mortgagee shall be a party, either as plaintiff, claimant or defendant, by reason of this Mortgage or any indebtedness hereby secured or in connection with the preparations for the commencement of any suit for the foreclosure, whether or not actually commenced. The proceeds of any foreclosure sale shall be distributed and applied to the items described in (a), (b), and (c) of this paragraph, as Mortgagee may in its sole discretion determine, and any surplus of the proceeds of such sale shall be paid to Mortgagor.

17. Each remedy or right of Mortgagee shall not be exclusive of but shall be in addition to every other remedy or right now or hereafter existing at law or in equity. No delay in the exercise or omission to exercise any remedy or right accruing on any default shall impair any such remedy or right or be construed to be a waiver of any such default or acquiescence therein, nor shall it affect any subsequent default of the same or in different nature. Every such remedy or right may be

exercised concurrently or independently and when and as often as may be deemed expedient by Mortgagee.

18. If more than one property, lot or parcel is covered by this Mortgage, and if this Mortgage is foreclosed upon, or judgment is entered upon any obligation secured hereby, execution may be made upon any one or more of the properties, lots or parcels and not upon the others, or upon all of such properties or parcels, either together or separately, and at different times or at the same time, and execution sales may likewise be conducted separately or concurrently, in each case at Mortgagee's election.

19. Mortgagor agrees that, upon request of Mortgagee from time to time, it will execute, acknowledge and deliver all such additional instruments and further assurances of title and will do or cause to be done all such further acts and things as may reasonably be necessary to fully effectuate the intent of this Mortgage.

20. All notices, demands, consents, requests, approvals, undertakings or other instruments required or permitted to be given in connection with this Mortgage shall be in writing and shall be sent by United States registered or certified mail, addressed as follows:

if to Mortgagor: Adience Company, L.P.
700 Bingham Street
Pittsburgh, Pennsylvania 15203

with a copy to: Finley, Kumble, Wagner, Heine,
Underberg, Manley & Casey
425 Park Avenue
New York, New York 10022
Attn: Martin Gibbs, Esq.

if to Mortgagee Security Pacific Business
Credit Inc.
1100 Superior Avenue
Suite 1418
Cleveland, Ohio 44114
Attn: Albert R. Stoss

with a copy to Roudebush, Brown & Ulrich, L.P.A.
635 National City Bank Building
Cleveland, Ohio 44114
Attn: Charles J. O'Toole

Mortgagor or Mortgagee shall, from time to time, have the right to specify as the proper addressee and/or address for the purposes of this Mortgage any other address in the United States upon giving ten (10) days' written notice thereof. All such notices, demands, consents, requests, approvals, undertakings or other instruments shall always be treated as having adequately been given:

- (i) When intended for the Mortgagor two (2) days after dispatch, by Registered or Certified Mail, addressed to the mailing address of the Mortgagor, as set out in this Mortgage or to such other address, as to which the Mortgagee shall have actually received notice from the Mortgagor, from time to time, of the desire of the Mortgagor to have notices so sent; or
- (ii) When intended for the Mortgagee upon actual receipt by the Mortgagee by Registered or Certified Mail, addressed to the mailing address of the Mortgagee as set out herein or to such other address or to such other property as the Mortgagee may from time to time designate in writing.

21. Mortgagor agrees that, without affecting the liability of any person for payment of the Liabilities secured hereby or affecting the lien of this Mortgage upon the premises or any part thereof (other than persons or property explicitly released as a result of the exercise by Mortgagee of its rights and privileges hereunder), Mortgagee may at any time and from time to time, on request of the Mortgagor, without notice to any person liable for payment of any Liabilities secured hereby extend the time, or agree to alter the terms of payment of such Liabilities.

22. Mortgagor agrees that this Mortgage is to be construed and governed by the laws of the State of Indiana. Wherever possible, each provision of this Mortgage shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Mortgage shall be prohibited by or invalid under applicable 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 Mortgage.

23. At such time as no further amounts can be borrowed under the Financing Agreement, upon full payment of all sums secured hereby, or upon application on the Liabilities of the proceeds of any sale of the premises in accordance with the provisions of this Mortgage, at the time and in the manner provided, this conveyance shall cease, terminate and be void and, upon demand therefor following such payment, a satisfaction of mortgage shall, in due course, be provided by Mortgagee to Mortgagor.

24. This Mortgage shall be binding upon the Mortgagor and upon the successors, assigns and vendees of the Mortgagor and shall inure to the benefit of the Mortgagee's successors and assigns; all references herein to the Mortgagor and to the Mortgagee shall be deemed to include their successors and assigns. Mortgagor's successors and assigns shall include, without limitation, a receiver, trustee or debtor in possession of or for

the Mortgagor. Wherever used, the singular number shall include the plural, the plural shall include the singular and the use of any gender shall be applicable to all genders.

25. The Mortgagor, within ten (10) days after the request in person or within fifteen (15) days after request by mail, will furnish a duly acknowledged written statement setting forth the amount of the debt secured by this Mortgage, the date to which interest, if any, has been paid and stating either that no offsets or defenses exist against the mortgage debt, or, if such offsets or defenses are alleged to exist, the nature thereof.

26. Mortgagor shall keep the premises free and clear from all mechanics' liens and statutory liens during the continuance of this Mortgage. Provided, however, that Mortgagor shall have the right to contest in good faith any such mechanics' lien or statutory lien upon posting with Mortgagee sufficient security, satisfactory to Mortgagee, for the payment thereof, with interest, costs and penalties, under written agreement conditioning payment of such contested mechanics' lien or statutory lien upon determination of such contest or prior thereto, if the continuance of such contest or litigation shall put the premises in jeopardy of foreclosure sale or forfeiture for such lien.

27. Mortgagor shall not sell, encumber, lease, enter into a land contract or dispose of the premises or any part thereof or interest thereon without first obtaining the written consent of Mortgagee and shall not suffer any lien superior or inferior to this Mortgage to exist against the premises. Any merger, consolidation or liquidation with respect to Mortgagor, or any change in ownership or power to vote of 30% or more of the then outstanding partnership interests of Mortgagor shall constitute a sale of the premises for the purpose of this Mortgage. In the event title to the premises, or any part thereof or interest therein, become vested in a person or persons not approved by Mortgagee, the Note and all amounts due and owing by Mortgagor under the Financing Agreement secured hereby shall become due and payable at Mortgagee's option. In the event ownership of the premises, or any part thereof or interest therein, becomes vested in such person or persons other than Mortgagor, the Mortgagee may, without notice to the Mortgagor deal with such successor or successors in interest with reference to this Mortgage, and the said obligations in the same manner as with Mortgagor, without in any way releasing, discharging or otherwise affecting Mortgagor's liability hereunder, or for the obligations hereby secured.

28. Mortgagee, its agents and employees shall have the right to enter upon and inspect the premises at any and all reasonable times for the protection of its interest in the premises and for such other purposes as may in Mortgagee's sole

discretion be necessary or desirable in connection with the exercise of its rights under this Mortgage.

IN WITNESS WHEREOF, this instrument is executed as of the day and year first above written by Herbert T. Kerr on behalf of Mortgagor (and said person hereby represents that he possessed full power and authority to execute this instrument).

THE MORTGAGOR HEREBY DECLARES AND ACKNOWLEDGES THAT THE MORTGAGOR HAS RECEIVED, WITHOUT CHARGE, A TRUE COPY OF THIS MORTGAGE.

ADIENCE COMPANY, L.P.,
a Delaware limited partnership
By: ADIENCE EQUITIES, INC.,
General Partner

By: 
HERBERT T. KERR, President

Attest:


Bobbi A. Langer, Asst. Secretary

NO SEAL

COMMONWEALTH OF PENNSYLVANIA)
)
COUNTY OF ALLEGHENY)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that the above named Herbert T. Kerr; President of Adience Equities, Inc., and Robbi A. Fanger Asst, Secretary of said Corporation; being duly sworn, acknowledged that the execution, as well as the making of the foregoing instrument, has been duly authorized by a proper resolution of the Board of Directors of the said Corporation; that said instrument was signed and delivered as and for the voluntary act and deed of said Corporation, in its capacity as general partner of Adience Company, L.P.

Sworn to and subscribed before me this 17th of October, 1985.

Nancy R. Lewis
Notary Public

NANCY E. LEWIS, Notary Public
Pittsburgh, Allegheny County, Pa.

My commission expires Jan. 29, 1988

This Mortgage was prepared by, and upon filing should be returned to, Roudebush, Brown & Ulrich Co., L.P.A., 635 National City Bank Building, Cleveland, Ohio 44114.

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EXHIBIT 1

Situate in Lake County, in the State of Indiana:

A tract of land in the Northeast Quarter ($\frac{1}{4}$) of Section Thirty-six (36), Township Thirty-seven (37) North, Range Nine (9) West of the 2nd P.M., in the City of Gary, Lake County, Indiana, being all that part described as beginning at a point in the East line of said Northeast Quarter ($\frac{1}{4}$) that is 812.9 feet South of the Northeast corner of said Section 36; thence South 0 degrees 51 minutes East on the East line of said Northeast Quarter, 385.6 feet; thence South 89 degrees 11 minutes West on a straight line, 441.57 feet; thence North 01 degree 07 minutes West on a straight line, 326.0 feet; thence North 89 degrees 11 minutes East, 150 feet; thence North 01 degree 07 minutes West 59.6 feet; thence North 89 degrees 11 minutes East, 293.42 feet to the point of beginning.

Subject to legal highways.

EXHIBIT 2

1. Easement or right of way for Clark Road across the East 33 feet of said premises as shown in the Office of the Recorder of Lake County, Indiana, in Miscellaneous Record 407, page 428 and in Deed Record 974, page 320.
2. Easements granted to Furnco Construction Corporation, as shown in the Office of the Recorder of Lake County, Indiana, in Instrument No. 654136.
3. Easements in Deed recorded September 1, 1954 in the Office of the Recorder of Lake County, Indiana, as Document No. 779269, to United States Homes, Inc., an Indiana Corporation and subsequent deeds for ingress and egress to other real estate.
4. Easement recorded May 11, 1946 in the Office of the Recorder of Lake County, Indiana, in Miscellaneous Record 407, page 428, made by Gary Land Company to Carnegie-Illinois Steel Corporation.
5. Easement for electric lines across the northerly part of the premises in question as indicated on plat of survey dated February 9, 1981 made by Rowland A. Fabian.
6. Restrictive covenants affecting said premises recorded in the Office of the Recorder of Lake County, Indiana, in Deed Record 753, page 543.

deliver to the Mortgagee all leases, land purchase contracts and other agreements for the ownership or occupancy of any part of the premises, with such additional assignments thereof as the Mortgagee may request and agrees that the Mortgagee may assume the management of the premises and collect the rents and other income therefrom, applying the same upon the Liabilities and (2) the Mortgagor hereby authorizes and directs all tenants, purchasers or other persons occupying or otherwise acquiring any interest in any part of the premises to pay all rents and other income due under said leases and agreements to the Mortgagee upon request of the Mortgagee. Mortgagor hereby appoints Mortgagee as its true and lawful attorney in fact to manage the premises and collect the rents and other income, with full power to bring suit for collection of said rents and possession of the premises, giving and granting unto said Mortgagee and unto its agent or attorney full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done in the protection of the security hereby conveyed; provided, however, that this power of attorney and assignment of rents shall not be construed as an obligation upon said Mortgagee to make or cause to be made any repairs that may be needful or necessary. Mortgagee shall receive such rents and other income of the premises, out of which it shall pay: (1) reasonable charges for collection hereunder, costs of necessary repairs and other costs requisite and necessary during the continuance of this power of attorney and assignment of rents, (2) general and special taxes, insurance premiums and all of the Liabilities. This power of attorney and assignment of rents shall be irrevocable until this Mortgage shall have been satisfied and released of record and the releasing of this Mortgage shall act as a revocation of this power of attorney and assignment of rents. Mortgagee shall have and hereby expressly reserves the right and privilege (but assumes no obligation) to demand, collect, sue for, receive and recover all rents, profits, revenues, royalties, bonuses, rights and benefits under any and all oil, gas, or mineral leases of the premises, or any part thereof, now existing or hereafter made, and apply the same upon the Liabilities hereby secured, either before or after default hereunder.

Nothing herein contained shall be construed as constituting the Mortgagee a mortgagee-in-possession in the absence of the taking of actual possession of the premises by the Mortgagee. In the exercise of the powers herein granted the Mortgagee, no liability shall be asserted or enforced against the Mortgagee, all such liability being expressly waived and released by Mortgagor.

Mortgagee may at any time after this Mortgage is delivered to the county recorder for record, make further advances to the Mortgagor to the extent that the total unpaid Liabilities, exclusive of interest thereon, does not exceed Twenty-Nine Million Four Hundred Thousand Dollars (\$29,400,000). As security for the payment of the Liabilities, Mortgagor has granted to Mortgagee hereunder a lien against the premises. Any such further advances, with interest, shall be secured by this

Mortgage and shall be evidenced by the Financing Agreement, the Note and such promissory note(s) as may be issued from time to time. The maximum principal amount of unpaid loan Liabilities secured by this Mortgage exclusive of interest thereon which may be outstanding at any time is \$29,400,000.00. In addition to any other debt or obligation secured hereby, this Mortgage shall also secure unpaid balances of advances made for the payment of taxes, assessments, insurance premiums, or other costs incurred for the protection of the premises. Nothing herein contained shall limit the amounts that shall be secured hereby when advanced to protect the security or in accordance with covenants contained in this Mortgage.

TO HAVE AND TO HOLD all and singular, the premises, properties, rights and privileges hereby conveyed or assigned, or intended so to be, unto Mortgagee, its successors and assigns, forever for the uses and purposes herein set forth.

AND Mortgagor hereby covenants that, at the time of the ensembling and delivery of these presents, Mortgagor is seized of an indefeasible estate in fee simple in the premises and with full legal and equitable title to the premises, with good right, full power and lawful authority to mortgage and warrant the same, and that it is free and clear of encumbrances, except as described on Exhibit 2 attached hereto and made a part hereof, and that Mortgagor will warrant and forever defend the title thereto into Mortgagee, against all lawful claims whatsoever.

The following provisions shall also constitute an integral part of this Mortgage:

1. Mortgagor agrees to pay, when due or declared due, all of the Liabilities of Mortgagor (whether Mortgagor is directly or indirectly obligated to pay the same) secured hereby.

2. Mortgagor hereby covenants and represents that:

(a) Mortgagor is duly authorized to make and enter into this Mortgage and to carry out the transactions contemplated herein.

(b) This Mortgage has been duly executed and delivered pursuant to authority legally adequate therefor; Mortgagor has been and is authorized and empowered by all necessary persons having the power of direction over it to execute and deliver said instrument; said instrument is a legal, valid and binding obligation of Mortgagor, enforceable in accordance with its terms, subject, however, to bankruptcy and other law, decisional or statutory, of general application affecting the enforcement of creditors' rights, and to the fact that the availability of the remedy of specific performance or of injunctive relief in equity is subject to

the discretion of the court before which any proceeding therefor may be brought.

- (c) Mortgagor is not now in default under any instruments or obligations relating to the premises and no party has asserted any claim of default against Mortgagor relating to the premises.
- (d) The execution and performance of this Mortgage and the consummation of the transactions hereby contemplated will not result in any breach of, or constitute a default under, any mortgage, lease, bank loan, or credit agreement, trust indenture, or other instrument to which Mortgagor is a party or by which it may be bound or affected; nor do any such instruments impose or contemplate any obligations which are or may be inconsistent with any other obligations imposed on Mortgagor under any other instrument(s) heretofore or hereafter delivered by Mortgagor.
- (e) There are no actions, suits or proceedings (including, without limitation, any condemnation or bankruptcy proceedings) pending or threatened against or affecting Mortgagor or the premises, or which may adversely affect the validity or enforceability of this Mortgage, at law or in equity, or before or by any governmental authority; Mortgagor is not in default with respect to any writ, injunction, decree or demand of any court or any governmental authority affecting the premises.
- (f) All statements, financial or otherwise, submitted to Mortgagee in connection with this transaction are true and correct in all respects and (with respect to any financial statements) have been prepared in accordance with generally accepted accounting principals and fairly present the financial condition of the parties or entities covered by such statements as of the date thereof.

3. Mortgagor agrees (a) not to abandon the premises; (b) to keep the premises in good, safe and insurable condition and repair and not to commit or suffer waste; (c) to refrain from impairing or diminishing the value of this Mortgage; and (d) neither to make nor to permit structural or other substantial alterations in the buildings or any substantial construction on the premises without the written consent of Mortgagee.

4. Mortgagor agrees to pay, not later than the due date and before any penalty or interest attaches, all general taxes and all special taxes, special assessments, water, drainage and sewer charges and all other charges, of any kind whatsoever,

ordinary or extraordinary, which may be levied, assessed or imposed on or against the premises and, at the request of Mortgagee, to exhibit to Mortgagee, official receipts evidencing such payments; provided, however, that in the case of any special assessment (or other imposition in the nature of a special assessment) payable in installments, each installment thereof shall be paid prior to the date on which each such installment becomes due and payable, provided, further however, that if the Mortgagor, in good faith and by appropriate legal actions shall contest the validity of any such item, or the amount thereof, and shall have established on its books or by deposit of cash with the Mortgagee, as the Mortgagee may elect, a reserve for the payment thereof, in such amount as Mortgagee may require, then Mortgagor shall not be required to pay the item or to produce the required receipts while the reserve is maintained as long as the contest operates to prevent collection, and is maintained and prosecuted with diligence, and shall not have been terminated or discontinued adversely to Mortgagor.

5. Mortgagor agrees that, if the United States or the State of Indiana or any of their subdivisions having jurisdiction shall levy, assess, or charge any tax, assessments or imposition upon this Mortgage or the credit or indebtedness secured hereby or the interest of Mortgagee in the premises or upon Mortgagee by reason of or as holder of any of the foregoing then, Mortgagor shall pay (or reimburse Mortgagee for) such taxes, assessments or impositions and, unless all such taxes, assessments and impositions are paid or reimbursed by Mortgagor when and as they become due and payable, all sums hereby secured shall become immediately due and payable, at the option of Mortgagee, notwithstanding anything contained herein or in any law heretofore or hereafter enacted. Mortgagor agrees to exhibit to Mortgagee, at least annually and at any time upon request, official receipts showing payment of all taxes, assessments and charges which Mortgagor is required or elects to pay hereunder.

6(a) Mortgagor agrees to maintain in force at all times fire and extended coverage insurance (including, without limitation, windstorm, earthquake, explosion and such other risks usually insured against by owners of like properties) on the premises in such amounts as is satisfactory to Mortgagee but in no event less than one hundred percent (100%) of the full insurable value of the mortgaged premises and in no event less than the amount required to prevent Mortgagor from becoming a co-insurer within the terms of the applicable policies.

(b) Mortgagor will also maintain Flood Insurance, if required, pursuant to a designation of the area in which the mortgaged premises are located as flood prone or a flood risk area, as defined by the Flood Disaster Protection Act of 1973, as amended, in an amount to be determined by the Mortgagee

from time to time, when appropriate, as well as comply with any additional requirements of the National Flood Insurance Program as set forth in said Act.

- (c) All such insurance shall be written by companies and on forms with endorsements satisfactory to Mortgagee, all with suitable loss-payable and standard non-contribution mortgage clauses in favor of Mortgagee (or, in case of a foreclosure sale, in favor of the owner of the certificate of sale) attached, and copies of the policies evidencing the same shall be kept constantly deposited with Mortgagee. All said policies shall provide for, among other things, written notice to Mortgagee of their expiration or any anticipated cancellation at least thirty (30) days prior to such event occurring. Not less than thirty (30) days prior to the expiration of any such policy, an appropriate evidence of the renewal policy shall be deposited with Mortgagee. In case of loss, Mortgagee is authorized to collect all insurance proceeds and apply them, at its option, to the reduction of the Liabilities hereby secured, whether due or not then due, or, at Mortgagee's option, may allow Mortgagor to use such money, or any part thereof, in repairing the damage or restoring the improvements.
- (d) Mortgagor shall notify Mortgagee, in writing, of any loss to the premises covered by insurance and Mortgagor hereby directs each insurance company to make payment for such loss directly and solely to Mortgagee; and Mortgagor agrees that any payment which is delivered, for any reason, to Mortgagor shall be held in trust for Mortgagee and promptly delivered in the form received (except for any necessary endorsements thereon) to Mortgagee.

7. Mortgagor agrees that it will comply with all restrictions affecting the premises and with all laws, ordinances, acts, rules, regulations and orders of any legislative, executive, administrative or judicial body, commission or officer (whether federal, state or local) exercising any power of regulation or supervision over Mortgagor, or any part of the premises, whether the same be directed to the repair thereof, manner of use thereof, structural alteration of buildings located thereon, or otherwise.

8. Mortgagor agrees that, if the United States Government or any department, agency or bureau thereof or the State of Indiana or any of its subdivisions shall at any time require documentary stamps to be affixed to the Mortgage, Mortgagor will, upon request, pay for such stamps in the required amount and deliver them to Mortgagee, and Mortgagor agrees to indemnify

Mortgagee against liability on account of such documentary stamps, whether such liability arises before or after payment of the Liabilities and regardless of whether this Mortgage shall have been released.

9. Except as otherwise permitted hereunder, in the event Mortgagor fails to pay any real estate tax or required insurance premium related to the premises when due, Mortgagor agrees to thereafter make monthly deposits in an interest-bearing account, which account shall be pledged to Mortgagee, at a bank or similar financial institution acceptable to Mortgagee, of an amount equal to the sum of 1/12th of the annual general real estate taxes levied on the premises and 1/12th of the annual premium required to maintain insurance in force on the premises in accordance with the provisions of this Mortgage, the amount of such taxes and premiums, if unknown, to be estimated on the basis of the previous year's taxes or premiums, if any, or by such person or corporation as is acceptable to Mortgagee. Mortgagor shall provide Mortgagee with the original real estate tax bill or insurance invoice not later than ten (10) days before the payment is due and shall concurrently deposit at a bank or similar financial institution acceptable to Mortgagee an amount equal to the difference between the amount available in the aforesaid escrow account for such payment (giving effect to other taxes or expenses which are also to be paid from said account) as shown on Mortgagee's records and the amount required to be paid. Provided that no default has occurred, funds in such account (including the supplemental deposits required by the preceding sentence) shall be used by Mortgagor to pay such taxes and premiums on their respective due dates. From and after the occurrence of a default under this Mortgage, Mortgagor will pay such funds to Mortgagee for application on the Liabilities. Mortgagee, in its sole discretion, may waive from time to time the requirement that such deposits be made, and if Mortgagee shall at any time waive such requirement, Mortgagor shall furnish Mortgagee with copies of paid tax receipts and insurance premium receipts not later than five (5) days before the payment is due.

10. Mortgagor agrees faithfully to perform all of its obligations under all present and future leases or other agreements relative to the occupancy of the premises at any time assigned to Mortgagee by separate instrument as additional security, and to refrain from any action or inaction which would result in termination of any such leases or agreements or in the diminution of the value thereof or of the rents or revenues due thereunder. Mortgagor further agrees that any lease of the premises made after the date of recording of this Mortgage shall make specific reference to this Mortgage and shall contain a covenant to the effect that such lessee shall, at Mortgagee's option, agree to attorn to Mortgagee as lessor and, upon demand, to pay rent to Mortgagee.

11. All proceeds received by the Mortgagee from the insurance policies, less the cost and expense, if any, of collecting the same, shall be held as security for the repayment

of the Liabilities and, if no default specified in the Financing Agreement or in this Mortgage has occurred and is continuing, shall, but only to the extent of the Mortgagor's cost of repairing or restoration of the damage or destruction, be released to the Mortgagor when the damaged property has been repaired or restored or, at the election of the Mortgagee, and under such reasonable conditions as the Mortgagee may impose, may be released to the Mortgagor in installments as the work of repairing or restoring the damaged property progresses. If, however, any such default has occurred and is continuing, the Mortgagee may, at its election, apply such proceeds on account of the Liabilities in inverse order of their maturity or in such other manner as may be agreed upon in writing by the Mortgagor and the Mortgagee. If the Mortgagor is the payee, or one of the payees, of any check or other instrument representing payment by an insurance company of any proceeds referred to in this section, the Mortgagor shall, except as otherwise provided in this paragraph, endorse the same to the order of the Mortgagee and deliver the same to the Mortgagee, and, if the Mortgagor fails to so endorse the check or other instrument, the Mortgagor hereby irrevocably authorizes any officer or employee of the Mortgagee to endorse and deliver the same as the Mortgagor's attorney-in-fact.

12. Mortgagor agrees to indemnify Mortgagee from all loss, damage and expense, including reasonable attorneys' fees and expenses and the costs of any settlement or judgment, incurred in connection with any suit or proceeding in or to which Mortgagee may be made a party for the purpose of protecting the lien of this Mortgage and all such fees, expenses and costs shall be additional Liabilities secured hereby.

13. Mortgagor agrees that all awards heretofore or hereafter made by any public or quasi-public authority to the present and all subsequent owners of the premises by virtue of an exercise of the right of eminent domain by such authority, including any award for taking of title, possession or right of access to a public way, or for any change of grade or streets affecting said premises, are hereby assigned to the Mortgagee and Mortgagee at its option is hereby authorized, directed and empowered to collect and receive the proceeds of any such award and awards from the authorities making the same and to give proper receipts therefor. Mortgagee may, at its election use such proceeds in any one or more of the following ways:

- (i) apply the same or any part thereof upon the Liabilities whether the Liabilities be then matured or unmatured;
- (ii) use the same or any part thereof to fulfill any of the covenants contained herein or in the Financing Agreement as the Mortgagee may determine;

(iii) use the same or any part thereof to replace or restore the premises to a condition satisfactory to the Mortgagee; or

(iv) release the same to the Mortgagor.

The Mortgagor hereby covenants and agrees to and with the Mortgagee upon request of the Mortgagee to make, execute and deliver any and all assignments and other instruments sufficient for the purpose of assigning all such awards to the Mortgagee, free and clear and discharged of any and all encumbrances of any kind or nature whatsoever. Notwithstanding any taking under the power of eminent domain, alteration of the grade of any street, or other injury to or decrease in value of the premises by any public or quasi-public authority or corporation, Mortgagor shall continue to pay installments on the Liabilities and any reduction in the principal sum resulting from the application by the Mortgagee of such award or payment shall be deemed to take effect only on the date of receipt of such award or payment.

14. Mortgagor agrees that, from and after the occurrence of a default under this Mortgage, Mortgagee may, but need not, make any payment or perform any act hereinbefore required of Mortgagor, in any form and manner deemed expedient after reasonable inquiry into the validity thereof. By way of illustration and not in limitation of the foregoing, Mortgagee may, but need not, (i) make full or partial payments of insurance premiums which are unpaid by Mortgagor, and of principal or interest to persons claiming prior or coordinate liens or encumbrances, if any, and (ii) purchase, discharge, compromise or settle any tax lien or any other lien, encumbrance, suit, proceeding, title or claim thereof, or (iii) redeem all or any part of the premises from any tax or assessment. All money paid for any of the purposes herein authorized and all other moneys advanced by Mortgagee to protect the premises and the lien hereof shall be additional Liabilities secured hereby and shall become immediately due and payable without notice and shall bear interest thereon at the interest rate described in the Note ("Interest Rate") until paid to Mortgagee in full. In making any payment hereby authorized relating to taxes, assessments or prior or coordinate liens or encumbrances, Mortgagee shall be the sole judge of the legality, validity and priority thereof and of the amount necessary to be paid in satisfaction thereof.

15. Any of the following occurrences or acts shall constitute an event of default under this Mortgage ("default")' (i) Mortgagor fails to pay the indebtedness evidenced by the Note or any other indebtedness of Mortgagor to Mortgagee under the Financing Agreement, when due or when declared due; (ii) Mortgagor (regardless of the pendency of any bankruptcy, reorganization, receivership, insolvency or other proceedings, at law, in equity, or before any administrative tribunal, which have or might have the effect of preventing Mortgagor from complying with the terms of this Mortgage), shall fail to observe or perform any of Mortgagor's covenants, agreements or obligations