

NON-RECOURSE

REAL ESTATE MORTGAGE

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This indenture witnesseth that NSHE Jackson, LLC, an Arizona limited liability company,

of 2390 E. Camelback Road, Ste. 210, Phoenix, AZ 85016 as MORTGAGOR,

Mortgages and warrants to Thomas J. Fleming and Patricia A. Fleming

of 736 N. Main Street, Crown Point, IN 46307 Indiana, as MORTGAGEE,

the following real estate in Lake County State of Indiana, to wit:

See Attached Exhibit "A,"

TICOR TITLE INSURANCE
Crown Point, Indiana

2002 104586

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Document recorded this document as an accommodation. Ticor did not examine the document or the title of the real estate affected.
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as well as the rents, profits and any other income which may be derived therefrom, to secure the performance of all conditions and stipulations of this agreement and:

A To secure the payment, when the same shall become due, of the following indebtedness of even date herewith: \$ 157,972.41, under a Loan Agreement and Promissory Note of even date herewith

with interest at the rate of 0 per cent per annum computed during such period when there shall be no delinquency or default in the payment of any moneys to be paid on this obligation but with interest at the rate of 0% per annum computed semi-annually during such period when there shall be any delinquency or default in the payment of any moneys to be paid on this obligation and to be computed to the next interest period following such delinquency or default, and said rate shall continue to be paid until all delinquencies and defaults are removed by the beginning of a succeeding interest period, all without relief from Valuation and Appraisement Laws, and with attorney's fees;

- B Also securing any renewal or extension of such indebtedness;
- C Also securing all future advances to the full amount of this mortgage;
- D Also securing all indebtedness or liabilities incurred by the holder hereof for the protection of this security or for the collection of this mortgage.

Mortgagor agrees to pay to Mortgagee, in addition to the regular payments, an amount in equal monthly installments which will cover future payments of taxes, insurance and assessments against said real estate; and these payments shall constitute a trust fund out of which all future taxes, insurance and assessments shall be paid by Mortgagee so far as it shall cover such payments, and any deficiency shall be paid by Mortgagor as and when the payments become due, and any permanent surplus shall be credited to the principal.

Mortgagor further covenants and agrees as follows:

1. To keep all buildings, fixtures and improvements on said premises, now or hereafter erected thereon, and all equipment attached to or used in connection with the fixtures on said premises herein mortgaged insured against loss or damage by fire, windstorm and extended coverage in such sums and with such insurers as may be approved by Mortgagee as a further security for said indebtedness, which insurance policy or policies shall carry a mortgage clause with loss payable to Mortgagee in form satisfactory to Mortgagee to be delivered to possession of Mortgagee to be held continuously through period of the existence of said indebtedness or any portion thereof.

Handwritten initials/signature: 16- u.A. H.D.

Return: Fleming Realty
736 N. Main St. CP

2. To exercise due diligence in the operation, management and occupation of said real estate and the improvements thereon and not to remove or suffer to be removed any fixtures and/or appliance, now or hereafter placed on said premises; and to keep said real estate and improvements thereon in their present condition and repair, normal and ordinary depreciation excepted; Mortgagor shall not do or suffer to be done any acts which will impair the security of this mortgage nor any illegal or immoral acts on said premises; and Mortgagee shall have the right to inspect said premises at all reasonable times.

3. The holder of this obligation may renew the same or extend the time of payment of the indebtedness or any part thereof or reduce the payments thereon; and any such renewal, extension or reduction shall not release any maker, endorser, or guarantor from any liability on said obligation.

4. No sale of the premises hereby mortgaged or extension of time for the payment of the debt hereby secured shall operate to release, discharge or modify in any manner the effect of the original liability of the Mortgagor; and any extension of time on this mortgage by Mortgagee or his assigns, without the consent of the holder of any junior lien or encumbrance, shall not operate to cause a loss of the priority of this mortgage over such junior lien. Mortgagee shall be subrogated to any lien or claim paid by moneys advanced and hereby secured.

5. In case any part of the premises is appropriated under the power of eminent domain, the entire amount paid for said portion of the premises so appropriated shall be paid to this Mortgagee.

6. It is agreed that time is the essence of this agreement and that, in case of default in the payment of any installment when the same shall become due and payable, the holder of the note and mortgage may, at his option, declare all of the debt due and payable, and any failure to exercise said option shall not constitute a waiver of right to exercise the same at a later date. In the event any proceedings shall be instituted on any junior lien or encumbrance against said real estate, then the Mortgagee herein may immediately declare this mortgage due and payable and institute such proceedings as may be necessary to protect his interest. The lien of this mortgage shall include all heating, plumbing and lighting or other fixtures now or hereafter attached to or used in connection with said premises.

7. In case of delinquency or default in any payment required in this mortgage and the institution of foreclosure proceedings thereunder, Mortgagee is expressly authorized to cause a continuation of the abstract of title at the expense of Mortgagor to show the condition of the title at the date of said continuation and which sums necessarily spent for continuation of the abstract of title to the said real estate, together with interest thereon at the rate of eight per cent per annum, shall become part of the debt secured by this mortgage and collectable as such; and in case of foreclosure and purchase of said real estate pursuant to said foreclosure by the holder thereof, the abstract of title and any continuation thereof shall be the absolute property of the Mortgagee.

8. In the event of such foreclosure, the Mortgagee, or his assigns, may apply for the appointment of a receiver, which receiver is hereby authorized to take possession of the said real estate, collect the rents, income or profit, in money or in kind, and hold the proceeds subject to the order of the court for the benefit of the Mortgagee pending foreclosure proceedings. Said receiver may be appointed irrespective of the value of the mortgaged property or its adequacy to secure or discharge the indebtedness due or to become due.

9. All terms of this mortgage shall be binding on each and all successors in ownership of said real estate, as well as upon all heirs, executors, administrators of Mortgagor or successors in ownership.

10. Additional Covenants:

See Addendum.

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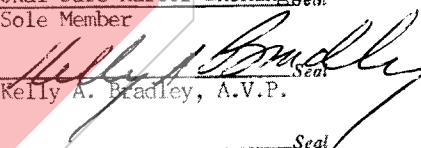
STOP

Arizona
State of Indiana, Maricopa County, ss:

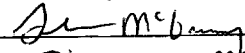
Dated this 11th day of November 11, 2002
NSHE Jackson, LLC

Before me, the undersigned, a Notary Public in and for said County and State, this 11th day of November 11, 2002 personally appeared: Kelly A. Bradley, Assistant Vice President of National Safe Harbor Exchanges, the sole member of NSHE Jackson, LLC

By: National Safe Harbor Exchanges, Its Sole Member

By:  Seal
Kelly A. Bradley, A.V.P.

and acknowledged the execution of the foregoing mortgage. In witness whereof, I have hereunto subscribed my name and affixed my official seal. My commission expires 4-30-2007

 Notary Public
Shannon McGimsey Printed Signature
Resident of Maricopa Co., AZ County

Notary Public State of Arizona
Maricopa County
Shannon McGimsey
Expires April 30, 2005 Seal

This instrument prepared by Todd A. Etzler, Attorney at Law

Todd A. Etzler, Burke Costanza & Cuppy LLP, 57 Franklin, Ste. 203, Valparaiso, IN 46383
Mail to:

Exhibit A to Non-Recourse Real Estate Mortgage

A 43.6% interest as tenant in common in the following real estate:

PARCEL 1: Part of the Southeast 1/4 of the Southwest 1/4 of Section 5, Township 34 North, Range 8 West of the 2nd Principal Meridian, described as follows: Beginning at a point in the center line of Main Street at a point 224 feet North of the Southeast corner of said Southeast 1/4 of the Southwest 1/4 of Section 5; thence North 196 feet, 10 inches to a point which is the Southeast corner of the tract of land deeded by Loraine Lenz Carroll Newman, to Adah H. Mueller and Melvin W. Mueller, husband and wife, by Quit Claim Deed dated December 1, 1959 and recorded December 3, 1959, as Document No. 221516; thence West along the South line of said Mueller tract 320 feet, more or less, to a point in the center line of Court Street which point is 420 feet 10 inches North of the South line of the Southeast 1/4 of the Southwest 1/4 of Section 5, Township 34 North, Range 8 West of the 2nd Principal Meridian; thence South along the center line of Court Street to a point which is 204 feet North of the South line of the said Southeast 1/4 of the Southwest 1/4 of Section 5; thence East on a line parallel to the South line of the Southeast 1/4 of the Southwest 1/4 of Section 5, 150 feet; thence North 20 feet to a point; thence East 170 feet to the place of beginning, in the City of Crown Point, Lake County, Indiana.

PARCEL II: A part of the Southeast 1/4 of the Southwest 1/4 of Section 5, Township 34 North, Range 8 West of the 2nd Principal Meridian, described as follows: Commencing at a point in the center of Main Street in the City of Crown Point, 198 feet South of a point where the North line of Porter Street in Railroad Addition to the Town of Crown Point intersects said center line of Main Street, running thence South along the center line of Main Street, a distance of 74 feet 4 inches to a point which is 420 feet 10 inches North of the South line of the Southeast 1/4 of the Southwest 1/4 of Section 5, Township 34 North, Range 8 West of the 2nd Principal Meridian; thence West 320 feet more or less to a point in the center line of Court Street which point is 420 feet 10 inches North of the South line of the Southeast 1/4 of the Southwest 1/4 of Section 5 Township 34 North, Range 8 West; thence North along the center line of Court Street to a point which is the Northwest corner of the tract of land deeded to Adah H. Mueller and Melvin W. Mueller, husband and wife, by warranty Deed recorded August 12, 1947 in Deed Record 788 page 389; thence East along the North line of said Mueller tract 320 feet more or less to the place of beginning, in the City of Crown Point, Lake County, Indiana,

commonly known as 219 N. Main Street, Crown Point, Indiana.

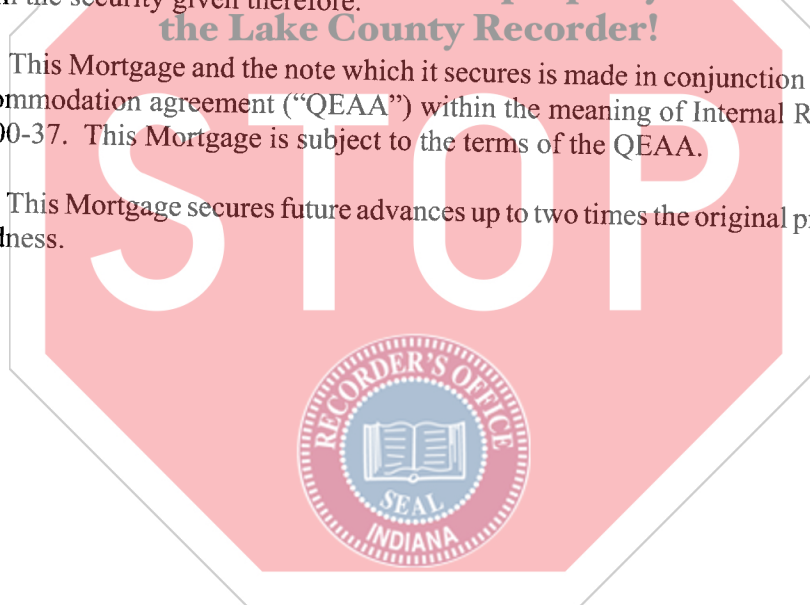
ADDENDUM TO MORTGAGE

219 N. Main Street
Crown Point, Indiana

1. Notwithstanding any provisions of the Note, this Mortgage, and any other of the documents relating to the loan secured by this Mortgage (collectively, "Loan Documents") to the contrary, this is a non-recourse note and the sole security for said Note is the Real Estate. The general credit of Mortgagor is not obligated or available for the payment of the indebtedness secured by the Loan Documents. Mortgagee will not look to Mortgagor, Mortgagor's member or Mortgagor's member's directors, officers, employees and assigns with respect to the indebtedness evidenced by the Loan Documents or any covenant, stipulation, promise, indemnity, agreement or obligation contained herein. In enforcing its rights and remedies under the Loan Documents, the Mortgagee will look solely to the Real Estate and/or the Guarantor(s) for the payment of the indebtedness secured by these Loan Documents and for the performance of the provisions hereof. The Mortgagee will not seek a deficiency or other money judgment against Mortgagor, Mortgagor's member or Mortgagor's member's directors, officers, employees and assigns and will not institute any separate action against Mortgagor by reason of any default that may occur in the performance of any of the terms and conditions of the Loan Documents between Mortgagor and Mortgagee. This agreement on the part of the Mortgagee shall not be construed in any way so as to effect or impair the lien of the Loan Documents or the Mortgagee's right to foreclose hereunder as provided by law or construed in any way so as to limit or restrict any of the rights or remedies of the Mortgagee in any foreclosure proceedings or other enforcement of payment of the indebtedness secured hereby out of and from the security given therefore.

2. This Mortgage and the note which it secures is made in conjunction with a qualified exchange accommodation agreement ("QEAA") within the meaning of Internal Revenue Service Rev. Proc. 2000-37. This Mortgage is subject to the terms of the QEAA.

3. This Mortgage secures future advances up to two times the original principal amount of the indebtedness.



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