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MORTGAGE, ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FIXTURE FILING

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THIS MORTGAGE, ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FIXTURE FILING (hereinafter referred to as the "Mortgage") made and entered into as of the 24th day of May, 2004, by and between Enchanted Parkway, L.L.C., a Missouri limited liability company whose address or principal place of business is 12320 Old Tesson Rd., St. Louis, Missouri, 63128 (hereinafter referred to as "Mortgagor" whether one or more), and SOUTHWEST BANK OF ST. LOUIS, a Missouri banking corporation with an address at 13205 Manchester Road, St. Louis, Missouri 63131 (hereinafter referred to as "Lender").

WITNESSETH:

Mortgagor in consideration of the loan hereinafter specified and any future advances or future obligations which may hereafter be advanced or incurred to Mortgagor paid by the Lender, the receipt and sufficiency of which are hereby acknowledged, without relief from valuation and appraisal laws, does by these presents MORTGAGES AND WARRANTS unto the Lender, the following described real estate situated in the County of Lake, State of Indiana:

See Exhibit A, attached hereto and incorporated herein.

TOGETHER with Mortgagor's right, title, and interest in (1) all buildings, improvements, fixtures, and all other property constituting real property or real estate under the laws of the State of Indiana, now existing or hereafter erected upon said real estate, (2) all of the tenements, hereditaments, easements, licenses, privileges, franchises, rights, appendages, immunities, water rights and permits, appurtenances, rents, uses, issues, and profits of whatsoever nature belonging to or in any way pertaining to said real estate, and any reversion or reversions, remainder or remainders, rents, and royalties accrued or to accrue under all oil, gas, or mineral leases related to said real estate, (3) all the right, title, and interest of Mortgagor, now owned or hereafter acquired, in and to the land lying in any street, road, avenue, alley, or right-of-way in front of or adjoining said premises and the strips and gores of land adjacent to or adjoining said premises and any and all easements appurtenant to said premises, (4) all machinery, apparatus, equipment, fittings, and fixtures of every kind and nature whatsoever now or at any time hereafter acquired, affixed, attached, or annexed to said premises and all replacements or renewals thereof, which include, but are not limited to, all screens, awnings, storm windows and doors, window shades, venetian blinds, inlaid floor coverings, shrubbery, plants, refrigerators, ranges, boilers, tanks, furnaces, radiators, gas and oil burners, stokers, water heaters, elevators, conveyor, escalators, freezers, lifts, hydraulic equipment, docks, dock levelers, cranes, overhead crane tracks, irrigation equipment, wells, pumps, pipelines, and all heating, lighting, plumbing, gas, electric, ventilating, refrigerating, air conditioning, sprinkling, and incinerating equipment of whatsoever kind and nature all of which are declared to be and shall be deemed to be fixtures and accessory to the freehold, and a part of the realty as

Chicago Title Insurance Company

(LCLOSE A-G) ENCHANTED PARKWAY LLC (10001)-INDIANA MTG/BR



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between the parties hereto, their heirs, executors, administrators, successors, and assigns, and all persons claiming by, through, or under them, (5) all right, title, and interest, including the right to receive the same, in and to all proceeds of insurance paid or payable as a result of damage or destruction of the property described above and any awards which may be made with respect to the property described above as a result of the exercise of eminent domain and any other damage or injury to or decrease in the value of the property described above, and (6) all items of a similar nature and type to the foregoing and all replacements, additions, substitutions, and proceeds to or from any of the foregoing.

All of the property described hereinabove, whether real, personal or mixed, together with any and all additional interests therein, whether now owned or hereafter acquired, shall be security for each indebtedness and obligation hereinafter mentioned and shall be subject to the lien of this Mortgage and shall hereinafter be referred to as the "Property."

TO HAVE AND TO HOLD THE SAME, together with all the rights, hereditaments, appurtenances, and privileges in anywise appertaining or belonging thereto, unto the Lender and the Lender's successors and assigns for the uses and purposes hereinafter set forth.

As additional security for the Obligations (hereinafter defined), Mortgagor hereby grants and transfers to Lender, its successors and assigns, a security interest in and to all right, title, and interest of Mortgagor in the following:

(a) Any and all fixtures, appliances, machinery, and equipment of any nature whatsoever, and other articles of property (real, personal or mixed) at any time now or hereafter installed in, attached to or situated in or upon the Property or other real estate described above or the buildings and improvements to be erected thereon, or used or intended to be used in connection with the Property, or in the operation of the buildings and improvements, plant, business or dwelling situated thereon, whether or not the said buildings and improvements are or shall be affixed thereto, including, without limiting the generality of the foregoing, all building materials, fixtures, building machinery and building equipment delivered to the Property during the course of, or in connection with, any construction of any buildings and improvements, and all furniture, fixtures, and equipment hereafter located on the Property by way of replacement, substitution, addition, or otherwise;

(b) Any and all accounts, accounts receivable, contract rights, chattel paper, documents, instruments, and other obligations of any kind, now or hereafter existing, arising out of or in connection with or out of the use of or relating to the Property, and all rights now or hereafter existing in and to all security agreements, leases, and other contracts securing or otherwise relating to any such accounts, accounts receivable, contract rights, chattel paper, documents, instruments, or other obligations;



(c) Any and all general intangibles, including without limitation, goodwill, trademarks, tradestyles, tradenames, books and records, consumer lists, vendor lists, accounting software, franchise rights, option rights, purchase contracts, and leasehold interests arising out of the use of or relating to the Property;

(d) Any and all inventory in any form arising out of the use of or relating to the Property, wherever located, now or hereafter existing, including, without limitation, (i) all products sold in the ordinary course of business of the Mortgagor and raw materials and work-in-process therefor, finished goods thereof, and materials used or consumed in the manufacture or production thereof; (ii) goods in which the Mortgagor has any interest in mass or a joint or other interest or right of any kind (including, without limitation, goods in which the Mortgagor has an interest or right as consignee); and (iii) goods which are returned to or repossessed by the Mortgagor, and all accessions thereto and products thereof and documents therefor;

(e) Any and all water and water rights, ditch and ditch rights, reservoir and reservoir rights, stock or interest in water, irrigation or ditch companies, royalties, minerals, oil and gas rights, and lease or leasehold interest owned by the Mortgagor, now or hereafter used or useful in connection with, appurtenant to or related to the Property;

(f) All leases of the Property, or any part thereof, now or hereafter entered into or presently in existence and all rights, title, and interest of the Mortgagor thereunder, including cash and securities deposited under said leases;

(g) All licenses, permits, authorizations, or approvals of any type or nature whatsoever, now owned or held or hereafter acquired which relate to the use, development or occupancy of the Property;

(h) All insurance monies relating to the Property, and all funds, monies, certificates of deposit, instruments, letters of credit and deposits of the Mortgagor held by, deposited with, or paid or payable to the Lender;

(i) All rents from, all issues, uses, profits, proceeds (including insurance proceeds) and condemnation awards, all products of, all replacements and substitutions for, and other rights and interests now and hereafter belonging to, any of the foregoing; and

(j) Any and all awards or payments accepted in lieu thereof, and including interest thereon and the right to receive the same, which may be made with respect to the Property as the result of: (i) the exercise of the right of eminent domain; (ii) the alteration of the grade of any street; or (iii) any injury to or decrease in the value of the Property, to the extent of the Obligations at the date of the receipt of any such award or payment by the Lender and to the extent of the reasonable attorneys' fees, costs, and



expenses incurred by the Lender in connection with enforcement thereof and the collection of any such award or payment.

As additional security for the Obligations, Mortgagor hereby grants and transfers to Lender, its successors and assigns, a security interest in and to the following:

(a) Any and all awards or payments accepted in lieu thereof, and including interest hereon and the right to receive the same, which may be made with respect to the Property to the extent of Mortgagor's right to same under the Ground Lease as the result of: (i) the exercise of the right of eminent domain, (ii) the alteration of the grade of any street or (iii) any injury to or decrease in the value of the Property, to the extent of the Obligations at the date of the receipt of any such award or payment by Mortgagor and to the extent of the reasonable attorneys' fees, costs, and expenses incurred by Lender in connection with the enforcement of this assignment and right and the collection of any such award or payment;

(b) All rents, issues, and profits of and from the Property or any part thereof from time to time accruing under all leases and tenancies now existing or hereafter created; provided, however, that Mortgagor reserves the right to receive and retain all such rents, issues, and profits so long as there is no Event of Default under the terms of this Mortgage or the Obligations; and

(c) Any and all proceeds, cash and noncash, and products of the foregoing in whatever form and all accessions thereto and replacements therefor.

Mortgagor directs Lender to file financing statements, and will execute such other instruments and documents as may be requested by Lender to perfect, confirm and further evidence the security interest and assignments hereby granted and shall pay the fees incurred in filing all such financing statements, and recording such assignments.

All of the foregoing is hereinafter collectively referred to in this Mortgage as "Personal Property." This Mortgage constitutes a "Security Agreement" as that term is used in the Uniform Commercial Code of Indiana.

This Mortgage is given to secure (a) that certain Mortgage Note dated May 24th, 2004 executed by Mortgagor and payable to the order of Lender in the original principal amount of TWO MILLION TWO HUNDRED THOUSAND DOLLARS AND NO/100THS (\$2,200,000.00) and maturing on December 01, 2009 (as may thereafter be modified, renewed or extended, the "Note"); (b) all indebtedness and obligations arising pursuant to the provisions of this Mortgage or any other agreement now or hereafter given in connection with or as security for the Note (the Note and any other instrument or agreement securing the Note, as the same may hereafter be amended, are hereinafter collectively referred to as the "Loan



Documents”); (c) the payment of any sum or sums of money which may hereafter be payable by Mortgagor, or any of them, if more than one, to Lender under any note or agreement (including any notes or agreements that renew, extend or otherwise modify any obligation of Mortgagor, or any of them, if more than one, to Lender) hereafter executed by Mortgagor, or any of them, if more than one, which refer specifically to the Note or this Mortgage; (d) the payment of any sum or sums of money (other than those referred to in clause (c) hereof) which may hereafter be loaned or advanced by Lender to Mortgagor, or any of them, if more than one, or which Mortgagor, or any of them, if more than one, may hereafter become obligated to pay Lender whether by reason of Mortgagor’s account or any individual Mortgagor’s account with Lender, in respect of monies advanced or paid to or for the use of Mortgagor, or any of them, if more than one, or charges incurred on its account, or in respect of instruments drawn, accepted, guaranteed or endorsed by Mortgagor, or any of them, if more than one, or on its behalf and discounted or paid or held by Lender either at Mortgagor’s request or any individual Mortgagor’s request or in the course of business, together with interest thereon as therein provided, whether evidenced by note, check, receipt, book account, overdrafts, or any other liability as endorser or guarantor on any other indebtedness hereafter due to the Lender, excluding any such sum which, if secured hereby, would cause the rate of interest being charged on such sum to be usurious under any federal or state law; (e) the performance and observance of each and every term, covenant, condition, and agreement of the Note, this Mortgage, any other evidence of indebtedness secured hereby, whether now existing or hereafter arising, and every other agreement now or hereafter given in connection with or as security for the Note or other evidence of indebtedness secured hereby, including, but not limited to, any loan agreement, construction loan agreement, commitment or application; and (f) any and all extensions, renewals, or modifications and successive extensions, renewals, or modifications of the Note or any of the other Loan Documents or any other instrument now or hereafter evidencing the indebtedness secured hereby, and interest thereon as provided in such extension, renewal or modification. All matters described in clauses (a) through (f) are hereinafter collectively referred to as the “Obligations.” It is expressly understood that any advances made under clauses (c) and (d) hereof shall be optional with the Lender and may be made and from time to time repaid and again made or incurred.

This Mortgage secures future advances and future obligations, including any advances made under clauses (c) and (d) hereof, and is governed by Ind. Code § 32-8-11-9 . The total amount outstanding at any one time which is secured by this Mortgage, excluding any interest and any amounts advanced by Lender in accordance with the terms of this Mortgage to (i) preserve or restore the Property, (ii) preserve the lien of the Mortgage or the priority thereof, or (iii) enforce this Mortgage, shall not exceed **Two Million Two Hundred Thousand and no/100ths (\$2,200,000.00)**. The maximum amount stated in the preceding sentence does not affect nor alter the principal amount which the Mortgagor is entitled to borrow under the Note and may be in excess of permitted borrowing to cover expenses, accrued interest, costs of collection and the like.



MOREOVER, in further consideration Mortgagor does hereby expressly represent, warrant, covenant, and agree to and with Lender as follows:

**ARTICLE I
COVENANTS AND AGREEMENTS OF MORTGAGOR**

1.1. Title of Mortgagor. Mortgagor has full power and authority to execute this Mortgage and is lawfully seized of the Property and the Personal Property in fee simple absolute and has good right and lawful authority to convey the same free and clear of all restrictions, encumbrances, and liens except those encumbrances, easements, reservations, and restrictions now of record and approved by Lender. Mortgagor shall keep the Property and the Personal Property free from all liens and claims of every kind, whether statutory or otherwise. Mortgagor will, at its expense, warrant and defend all such title and the lien and security interest of this Mortgage against all claims and demands and will maintain and preserve such lien and security interest so long as all or any portion of the Obligations are outstanding. Mortgagor agrees, at the request of Lender, from time to time, to execute any further assurances of title and to provide Lender with such evidence thereof as Lender shall request.

Mortgagor hereby covenants, represents, and warrants to Lender that: (i) the Property is not contaminated with any hazardous substance; (ii) Mortgagor has not caused and will not cause, and to the best of Mortgagor's knowledge, after diligent investigation and inquiry, there never has occurred, the "release" of any hazardous substance on the Property; (iii) the Property is not subject to any federal, state or local "superfund" lien, proceedings, claim, liability or action, or the threat or likelihood thereof, for the cleanup, removal, or remediation of any such hazardous substance from the Property or from any other real property owned or controlled by Mortgagor or in which Mortgagor has any interest, legal or equitable; (iv) there is no asbestos on the Property; (v) there is no underground storage tank on the Property; (vi) by acquiring the Property, Lender will not incur or be subjected to any "superfund" liability for the cleanup, removal or remediation of any hazardous substance from the Property or any liability, cost, or expense for the removal of any asbestos or underground storage tank from the Property; and (vii) no hazardous substance or asbestos was used in the construction of improvements on the Property.

Mortgagor covenants, represents and warrants that Mortgagor will not allow any person now or hereafter occupying the Property to bring hazardous substances onto the Property or to process or store or dispose of such substances on the Property, except in the ordinary course of Mortgagor's or any tenant's current business and in complete compliance with all applicable laws and regulations.

Mortgagor will indemnify, defend, and hold Lender harmless from and against any and all claims, demands, liabilities, damages, suits, actions, judgments, fines, penalties, loss, cost and expense (including, without limitation, attorney fees) arising or resulting from, or suffered, sustained, or incurred by Lender as a result (direct or indirect) of, the untruth or inaccuracy of any of the foregoing matters



represented and warranted by Mortgagor to Lender or the breach of any of the foregoing covenants and warranties of Mortgagor or any liability arising out of or resulting from environmental laws, claims, or proceedings due to the past or present state of the Property or due to the activities of Mortgagor. This indemnity shall extend to any liability Lender may suffer or incur in connection with any cleanup, removal, or remedial action ordered by any governmental entity, agency, or court of law. This indemnity shall survive the termination of this Mortgage. The terms "hazardous substance," "release," and "removal" as used herein shall have the same meaning and definition as set forth in paragraphs (14), (22) and (23), respectively, of Title 42 U.S.C. §9601 and in similar state or local laws provided, however, that the term "hazardous substance" as used herein also shall include "hazardous waste" as defined in paragraph (5) of 42 U.S.C. §6903 and "petroleum" as defined in paragraph (8) of 42 U.S.C. §6991. The term "superfund" as used herein means the Comprehensive Environmental Response, Compensation and Liability Act, as amended, being Title 42 U.S.C. §9601 et seq., as amended, and any similar state statute or local ordinance applicable to the Property, including, without limitation and in similar state or local laws all rules and regulations promulgated, administered and enforced by any governmental agency or authority pursuant thereto. The term "underground storage tank" as used herein shall have the same meaning and definition as set forth in paragraph (1) of 42 U.S.C. §6991.

1.2. Alienation. Mortgagor shall not sell, convey, mortgage, grant, bargain, encumber, pledge, assign, or otherwise alienate or transfer or attempt to alienate or transfer the Property or the Personal Property or any part thereof or any other collateral for the Obligations (other than leases made in the ordinary course of Mortgagor's business) and Mortgagor agrees that all indebtedness secured hereby shall at the option of the Lender become forthwith due and payable upon any such assignment, sale, voluntary encumbrance, or any other attempted alienation of the Property or the Personal Property or any part thereof or any other collateral for the Obligations.

A sale, conveyance, mortgage, grant, bargain, encumbrance, pledge, assignment, or other alienation or transfer within the meaning of this Section shall be deemed to include, but not be limited to, (a) an installment sales agreement wherein Mortgagor agrees to sell the Property or any part thereof for a price to be paid in installments; (b) an agreement by Mortgagor leasing all or a substantial part of the Property for other than actual occupancy by a space tenant thereunder or a sale, assignment or other transfer of, or the grant of a security interest in, Mortgagor's right, title and interest in and to any leases or any rents; (c) if Mortgagor, any guarantor, any indemnitor, or any general partner of Mortgagor, any guarantor or indemnitor is a corporation, the voluntary or involuntary sale, conveyance, transfer or pledge of such corporation's stock (or the stock of any corporation directly or indirectly controlling such corporation by operation of law or otherwise), or the creation or issuance of new stock by which an aggregate of more than ten percent (10%) of such corporation's stock shall be vested in a party or parties who are not now stockholders; and (d) if Mortgagor, any guarantor or indemnitor or any general partner of Mortgagor, any guarantor or indemnitor is a limited partnership, general partnership, limited liability partnership, limited liability company, or joint venture, the change, removal or resignation of a general



partner, managing partner, or member, or the transfer or pledge of the interest of any general partner, managing partner, or member or any profits or proceeds relating to such interest.

1.3. Taxes and Impositions.

1.3.1. Mortgagor agrees to pay or cause to be paid (and provide Lender with evidence thereof), at least ten (10) days prior to delinquency, all real property taxes and assessments, general and specials and all other taxes and assessments of any kind or nature whatsoever, including without limitation, nongovernmental levys or assessments such as maintenance charges, owner association dues or charges or fees, levys or charges resulting from covenants, conditions and restrictions affecting the Property and the Personal Property, which are assessed or imposed upon the Property or the Personal Property, or become due and payable, and which create, may create or appear to create a lien upon the Property or the Personal Property or any part thereof (all of which taxes, assessments and other governmental charges of like nature are hereinafter referred to as "Impositions"); provided, however, that if, by law, any such Imposition is payable, or may at the option of the taxpayer be paid, in installments, Mortgagor may pay the same together with any accrued interest on the unpaid balance of such Imposition in installments as the same become due and before any fine, penalty, interest or cost may be added thereto for the nonpayment of any such installment and interest;

1.3.2. If at any time after the date hereof there shall be assessed or imposed (i) a tax or assessment on the Property or the Personal Property in lieu of or in addition to the Impositions payable by Mortgagor pursuant to subsection 1.5.1 hereof, or (ii) a license fee, tax or assessment imposed on Lender and measured by or based in whole or in part upon the amount of the outstanding obligations secured hereby, then all such taxes, assessments or fees shall be deemed to be included within the term "Impositions" as defined in subsection 1.5.1 hereof, and Mortgagor shall pay and discharge the same as herein provided with respect to the payment of Impositions or, at the option of Lender, all obligations secured hereby together with all accrued interest thereon, shall immediately become due and payable. Anything to the contrary herein notwithstanding, Mortgagor shall have no obligation to pay any franchise, estate, inheritance, income, excess profits or similar tax levied on Lender or on the Obligations;

1.3.3. Subject to the provisions of subsection 1.3.4 of this Section 1.3, Mortgagor covenants to furnish Lender within thirty (30) days after the date upon which any such Imposition is due and payable by Mortgagor, official receipts of the appropriate taxing authority, or other proof satisfactory to Lender, evidencing the payments thereof;

1.3.4. Mortgagor shall have the right before any delinquency occurs to contest or object to the amount or validity of any such Imposition by appropriate legal proceedings, but this shall not be deemed or construed in any way as relieving, modifying or extending Mortgagor's covenant to pay any such Imposition at the time and in the manner provided in this Section, unless Mortgagor has given prior



written notice to Lender of Mortgagor's intent to so contest or object to an Imposition, and unless, at Lender's sole option, (i) Mortgagor shall demonstrate to Lender's satisfaction that the legal proceedings shall conclusively operate to prevent the sale of the Property or the Personal Property, or any part thereof, to satisfy such Imposition prior to final determination of such proceedings; or (ii) Mortgagor shall furnish a good and sufficient bond or surety as requested by and satisfactory to Lender; or (iii) Mortgagor shall have provided a good and sufficient undertaking as may be required or permitted by law to accomplish a stay of such proceedings;

1.3.5. Mortgagor covenants and agrees not to suffer, permit or initiate the joint assessment of the real and personal property, or any other procedure whereby the lien of the real property taxes and the lien of the personal property taxes shall be assessed, levied or charged to the Property as a single lien.

1.4. Compliance. Mortgagor will not use or suffer or permit to be used the Property or any part thereof in any manner inconsistent with the rights of Lender hereunder, or in violation of the provisions of any insurance policy or any rules or regulations of insurance underwriters, and will comply with, and maintain, use and cause the Property to at all times be in compliance with all laws, ordinances, rules, regulations, orders and directions of any legislative, executive, administrative or judicial body, officer or department applicable to the Property or to the uses or purposes thereof.

1.5. Improvements and Repair. Mortgagor will keep the Property and Personal Property in good repair and condition at all times and will not commit waste or allow waste to be committed. Mortgagor will not commit or allow the commission of any violation of any law, regulation, ordinance, or contract affecting the Property or the Personal Property and will not commit or allow any demolition, removal, or material alteration of any building, improvement, or parking facility or space now or hereafter situated upon the Property or constituting a part thereof without the prior written consent of Lender. Mortgagor shall have the right, without such consent to remove and dispose of free from the lien of this Mortgage such equipment as from time to time may become worn out or obsolete, provided that either (a) simultaneously with or prior to such removal, any such equipment shall be replaced with other equipment of a value substantially equal to that of the replaced equipment and free from any title retention or security interest or other encumbrance and by such removal and replacement Mortgagor shall be deemed to have subjected such replacement equipment to the lien of this Mortgage or (b) any net cash proceeds received from such disposition shall be paid over promptly to be applied to the Obligations without charge for prepayment.

1.6. Liens. Mortgagor covenants and agrees to pay and promptly discharge, at Mortgagor's cost and expense all liens, encumbrances and charges upon the Property, or any part thereof or interest therein; provided that the existence of any mechanic's, laborer's, materialman's, supplier's, or vendor's lien or right thereto shall not constitute a violation of this Section if payment is not yet due under the contract



which is the foundation thereof and if such contract does not postpone payment for more than fifty-five days after the performance thereof. Mortgagor shall have the right to contest in good faith the validity of any such lien, encumbrance or charge, provided Mortgagor shall first deposit with Lender a bond or other security satisfactory to Lender in such amounts as Lender shall reasonably require, but not more than one and one-half of the amount of the claim, and provided further, that Mortgagor shall thereafter diligently proceed to cause such lien, encumbrance or charge to be removed and discharged. Lender may require Mortgagor to obtain an endorsement, in form satisfactory to the Lender, to the mortgagee's title insurance policy unconditionally insuring against any loss incurred in connection with liability for such lien encumbrance or charge. If Mortgagor shall fail to discharge any such lien, encumbrance, or charge, then, in addition to any other right or remedy of Lender, Lender may, but shall not be obligated to, discharge the same, either by paying the amount claimed to be due, or by procuring the discharge of such lien by depositing in court a bond for the amount claimed or otherwise giving security for such claim, or in such manner as is or may be prescribed by law.

1.7. Independence of Property. The Property is a separate and distinct parcel for tax purposes and is not subject to taxes, assessments, charges, or liens of any kind against any other property. Mortgagor has not by act or omission permitted any building or other improvements on property not covered by this Mortgage to rely on the Property or any part thereof or any interest therein to fulfill any municipal or governmental requirement for the existence of such property, building or improvement; and no improvement on the Property relies on any property not covered by this Mortgage or any interest therein to fulfill any governmental or municipal requirement. Mortgagor has not by act or omission impaired the integrity of the Property as a single, separate, subdivided zoning lot separate and apart from all other property.

1.8. Insurance. Mortgagor will procure, provide, maintain and keep in force, the following policies of insurance:

(a) Flood insurance, in such total amount as Lender may from time to time require, and Mortgagor shall otherwise comply with the National Flood Insurance Program as set forth in the said Flood Disaster Protection Act of 1973 or evidence satisfactory to the Lender that the Property is not in a federally designated flood plain zone or a "flood prone" area pursuant to the Flood Disaster Protection Act of 1973 (U.S.C.) or any amendments or supplements thereto.

(b) Comprehensive general liability insurance and property damage insurance with bodily injury coverage with broad form coverage or with a broad form coverage endorsement on an "occurrence basis" against claims for "personal injury" including, without limitation, bodily injury, death or property damage occurring on, in or about the Property and the adjoining streets, sidewalks and passageways.



(c) Hazard insurance, covering such hazards as Lender may reasonably require, including without limitation, fire, earthquake, and tornado insurance, together with an "ordinance or law coverage" endorsement (form CP 04 05 or its equivalent), and insurance for vandalism and malicious mischief with respect to the Property and Personal Property in an amount not less than the greater of (1) the full insurable value of the Property and the Personal Property or (2) such other amount as may from time to time be required by Lender, with no co-insurance clauses in the policies of insurance unless Lender shall consent thereto in writing. The "full insurable value" shall mean the actual replacement cost (excluding foundation and excavation costs and costs of underground flues, pipes, drains, and all uninsurable items) after deduction for physical depreciation and shall be determined from time to time at the request of Lender, not more frequently than once every five (5) years by an architect, contractor, or appraisal company, or one of the insurers, and in any case, selected and paid for by the Mortgagor and approved by the Lender.

(d) Mortgagor shall also provide business interruption or rent loss insurance in an amount of not less than a sum equal to twelve (12) months rental or other income from all leases or other uses, together with an "ordinance or law - increased period of restoration" endorsement (form CP 15 31 or its equivalent).

(e) During the course of any construction or repair of improvements on the Property, workers' compensation insurance (including employer's liability insurance, if requested by Lender) for all employees of Mortgagor engaged on or with respect to the Property in such amount as is reasonably satisfactory to Lender, or, if such limits are established by law, in such amounts;

(f) During the course of any construction or repair of any improvements on the Property, builder's completed value risk insurance against "all risks of physical loss," including collapse and transit coverage, during construction of such improvements, with deductibles not to exceed One Thousand Dollars (\$1,000.00), in nonreporting form, covering the total value of work performed and equipment, supplies and materials furnished. Said policy of insurance shall contain the "permission to occupy upon completion of work of occupancy" endorsement; and

(g) Such other insurance, and in such amounts, as may from time to time be required by Lender against the same or other hazards.

All property insurance policies shall contain the non-contributory standard mortgagee clause or its equivalent in favor of Lender naming Lender as mortgagee with loss payable to Lender as mortgagee or the written agreement of the insurer that any loss shall be payable in accordance with the terms of such policy notwithstanding any act or negligence of Mortgagor which might otherwise result in forfeiture of said insurance and the further written agreement of the insurer waiving all rights of set off, counterclaim



or deductions against Mortgagor. All other policies shall name Lender as an additional named insured. All loss payable endorsements shall be in form satisfactory to Lender.

All such policies shall contain a provision that such policies will not be cancelled, amended, altered, changed or modified, nor shall any coverage therein be reduced, deleted, amended, modified, changed or cancelled by either the party named as the insured or the insurance company issuing the policy without at least thirty (30) days prior written notice to Lender.

1.9. Delivery of Policies, Payment of Premiums. Mortgagor will deliver to Lender certificates of insurance evidencing the insurance required to be maintained hereunder, or, if requested by Lender, copies of such policies marked "Paid." All policies of insurance shall be issued by companies and in amounts in each company satisfactory to Lender. Mortgagor shall furnish Lender with copies of all policies of required insurance. If Lender consents to Mortgagor providing any of the required insurance through blanket policies carried by Mortgagor and covering more than one location, then Mortgagor shall furnish Lender with a certificate of insurance for each such policy setting forth the coverage, the limits of liability, the name of the carrier, the policy number, and the expiration date. At least thirty (30) days prior to the expiration of each such policy, Mortgagor shall furnish Lender with evidence satisfactory to Lender of the payment of premium and the reissuance of a policy continuing insurance in force as required by this Mortgage. In the event Mortgagor fails to provide, maintain, keep in force or deliver and furnish to Lender the policies of insurance required by this Section, Lender may procure such insurance or single-interest insurance for such risks covering Lender's interest, and Mortgagor will pay all premiums thereon promptly upon demand by Lender, and until such payment is made by Mortgagor the amount of all such premiums together with interest thereon at the Default Rate (as said term is defined in the Note).

Any time following the occurrence of an Event of Default, Lender is hereby expressly authorized and empowered by Mortgagor to collect and receive from any insurer issuing policies of any kind covering the Property and the Personal Property, all amounts as may be due or payable to Mortgagor by way of unearned premiums or otherwise, on any such policy or policies of insurance should said policy or policies of insurance be at any time cancelled and all such amounts are hereby assigned and pledged to Lender for further securing the Obligations.

1.10. Insurance Proceeds. All amounts recoverable under any such policies are hereby assigned to Lender. Mortgagor shall keep all such policies of insurance constantly assigned, pledged, and delivered to Lender for further securing the Obligations.

In the event of a loss, each insurance company is authorized and directed to make payment of such loss directly to Lender, and Lender is authorized to adjust and compromise such loss proceeds without the consent of Mortgagor and to collect, receive, and receipt for such proceeds in the name of



Mortgagor and Lender, and to endorse Mortgagor's name upon any check in payment of loss; provided, however, that prior to the occurrence of an Event of Default hereunder Mortgagor shall be entitled to participate in all negotiations and settlement conferences regarding the same and shall have the right to approve the amount of all such settlements or compromises, which approval shall not be unreasonably withheld or delayed. This power granted shall be deemed coupled with an interest and shall be irrevocable.

All or any loss proceeds payable to Lender hereunder may, at the option of Lender, be used in any one or more of the following ways and in any order Lender elects: (a) applied to any part of the Obligations, without regard to the maturity thereof (and without charge for prepayment), (b) applied to fulfill any of the covenants of the Mortgage contained herein or in any other document securing or related to the Obligations, (c) applied to the replacement or restoration of the Property and the Personal Property upon such terms as Lender may in its sole discretion require, or (d) released to Mortgagor. In the event of loss, Mortgagor shall immediately give Lender written notice thereof and Lender is hereby authorized and empowered to make proof of loss.

Upon the occurrence of any casualty to the Property or the Personal Property or any part thereof, Mortgagor shall give prompt written notice thereof to Lender.

Except to the extent that insurance proceeds are received by Lender and applied to payment in full of the Obligations, nothing herein contained shall be deemed to excuse Mortgagor from repairing or maintaining the Property as provided for in this agreement or restoring all damage or destruction to the Property, regardless of whether or not there are insurance proceeds available or whether any such proceeds are sufficient in amount, and the application or release by Lender of any insurance proceeds shall not cure or waive any default or notice of default under this Mortgage or invalidate any act done pursuant to such notice.

1.11. Assignment of Policies Upon Foreclosure. In the event of foreclosure hereunder, the Lender shall have full and complete power to assign to the purchaser or purchasers at such foreclosure sale any and all policies of insurance which may then be in force and effect upon the Property and the Personal Property for the full unexpired term of such policy or policies, and Mortgagor shall not be entitled to have said insurance canceled nor receive the unearned premium thereon.

1.12. Reserve for Taxes and Insurance. Upon written notice to Mortgagor, Lender shall have the right to require Mortgagor to pay to Lender periodically, at a frequency the Lender shall in its sole discretion elect, a pro rata portion of the yearly premiums for the insurance which is required to be carried by Mortgagor under Section 1.8 hereof, and a pro rata portion of the yearly Impositions which are required to be paid by Mortgagor under Section 1.3 hereof, as estimated by Lender. Lender shall be entitled to hold said funds, without any obligation to pay interest thereon, in such accounts as the Lender



may deem appropriate, which accounts shall not be required to be escrow accounts. Prior to the occurrence of an Event of Default hereunder, Lender shall apply the funds so held to pay said Impositions and insurance premiums, promptly after receipt of statements or invoices therefor. At any time following the occurrence of an Event of Default hereunder, Lender shall have the right, at its sole option, to apply the funds so held to pay said Impositions and insurance premiums or to apply said funds toward the payment of the Obligations or any part thereof (whether due or not due), and such funds may be applied against the Obligations or any part thereof in any order the Lender shall elect.

If the amount of the funds so held by Lender, together with future installments of said amounts payable prior to the due date of such Impositions and insurance premiums shall exceed the sums required to pay said Impositions and insurance premiums as they fall due, such excess shall be retained by Lender and applied against sums later becoming due because of such items. If the amount of such funds held by Lender shall not be sufficient to pay Impositions and insurance premiums as they fall due, Mortgagor shall pay to Lender any amount necessary to make up the deficiency within ten (10) days after written notice from Lender to Mortgagor requesting payment thereof. Any excess of said funds held by Lender after the full payment of the Obligations shall be refunded to Mortgagor.

1.13. Obligations. Mortgagor shall pay and perform all obligations of the Note and other obligations secured hereby, including any future advances or future obligations in accordance with the respective terms of each evidence of indebtedness or obligation, or when the maturity thereof may be accelerated in accordance with the terms thereof or of this Mortgage. The execution and delivery hereafter to the Lender by Mortgagor of a new instrument of guaranty in substitution of the Guaranty shall not terminate or otherwise affect this instrument. Mortgagor will also duly and promptly pay all indebtedness and perform all obligations secured by any encumbrance affecting the Property or the Personal Property which is superior in lien to the lien hereof.

1.14. Eminent Domain. If the Property or any part thereof is taken by reason of the exercise by any authority of the right of eminent domain, the alteration of the grade of any street or any other injury to or decrease in the value of the Property, or if the Property or any part thereof is conveyed in lieu of any such taking, alteration or injury, the Mortgagor shall continue to pay the Obligations according to the terms thereof, until said indebtedness is paid in full. All awards or payments due to Mortgagor under the Ground Lease made because of such taking, alteration, or injury, or pursuant to any sale or any conveyance in lieu of such taking, alteration, or injury and payable to Mortgagor under the Ground Lease shall, at the sole option of the Lender, be used in any one or more of the following ways and in any order Lender elects: (a) applied to any part of the Obligations, without regard to the maturity thereof (and without charge for prepayment), (b) applied to fulfill any of the covenants of Mortgagor contained herein, or in any other document securing or related to the Obligations, (c) applied to the replacement or restoration of the Property and the Personal Property upon such terms as Lender may in its sole discretion require, or (d) released to Mortgagor. Lender is hereby authorized in the name of Mortgagor to execute



and deliver acquittances for any such award or payment and to collect the same; provided, however, that prior to the occurrence of an Event of Default hereunder, Mortgagor shall be entitled to participate in all negotiations and settlement conferences regarding the same and shall have the right to approve the amount of all such settlements or compromises, which approval shall not be unreasonably withheld or delayed. If any such award or payment has been paid into Court and thereafter the Property shall have been sold by foreclosure of this Mortgage, but such foreclosure shall be prior to the receipt by Lender of any such award or payment, Lender shall have the right to receive said award or payment to the extent any deficiency is due on such sale with interest thereon at a rate per annum equal to the lesser of (1) the highest rate permitted by applicable law, or (2) at the post maturity interest rate in the Note (or if the Note is not then outstanding, then at the post maturity interest rate of the most recent note secured by this Mortgage). The Lender shall have the right to receive said amount whether or not a deficiency judgment shall have been sought, recovered, or denied and all reasonable attorneys' fees, costs and disbursements incurred by Lender in connection with the collection of any such award or payment. All reasonable attorneys' fees, costs, and disbursements incurred by Lender in connection with the collection of such awards or payments shall be payable by Mortgagor, shall be secured by this Mortgage, and may be first paid from any such award or payment proceeds.

1.15. Damage by Third Parties. In the event any part of the Property shall be destroyed or damaged by any party or from any cause whereby Mortgagor becomes entitled to indemnity or recovery therefor from any third person or persons, Mortgagor, for the considerations named, does hereby sell, assign and transfer to Lender all of such sum or sums so due from any such third person or persons, and Lender is hereby authorized to receive, collect and sue for the same and Mortgagor hereby authorizes and directs that such sum or sums be paid to Lender upon presentation of a duly certified copy hereof. Any and all sums received by Lender hereunder, after deducting therefrom the reasonable charges and expenses paid or incurred in connection with the collection and disbursement of said moneys, shall be applied in the same manner as provided for herein in Section 1.10 hereof with respect to insurance proceeds.

1.16. Advancements by Lender. If Mortgagor fails to pay any claim, lien, or encumbrance which shall be prior to the lien of this Mortgage, or to pay in full all valid claims of contractors, subcontractors, materialmen, laborers, or suppliers which, if not paid, may reasonably result in the filing of a mechanic's or materialmen's lien upon the Property, or to pay, when due, any rent or other sum due under the Ground Lease any tax or assessment, or any insurance premium, or to keep the Property or the Personal Property in repair as herein required or shall commit or permit any waste, or if there be commenced any action or proceeding affecting the Property or the Personal Property or the title thereto, then Lender, at its sole option, subject to the Mortgagor's right to contest such matters set forth in Section 1.6 hereof, shall have the right to pay such rent or other sum due under the Ground Lease claim, lien, encumbrance, tax assessment, or premium, with the right of subrogation thereunder, procure such evidence of title as it deems appropriate, make such repairs or take such steps as it deems appropriate to prevent or cure such



waste, and take such action therein as it deems advisable, and for any and all of such purposes Lender shall have the right to advance such sums of money as it deems necessary or appropriate. The decision of Lender with respect to the legality, validity, and priority of any such amount, claim, lien or encumbrance, tax assessment, or premium, and the amount necessary to be paid in satisfaction thereof shall be final. Mortgagor shall pay to Lender, immediately and without demand, all sums of money advanced by Lender pursuant to this Section, together with interest thereon at a rate per annum equal to the Default Rate (as defined in the Note).

Any such payments by Lender shall not be deemed to relieve Mortgagor from any Event of Default hereunder and Lender shall not be obligated or under any duty to advance any money for any purpose whatsoever mentioned in this Mortgage, and Lender shall not in any case be liable to Mortgagor for a failure to exercise any such right.

1.17. Indemnification; Subrogation; Waiver of Offset.

1.17.1. If Lender is made a party defendant to any litigation concerning this Mortgage or the Property or any part thereof or interest therein, or the occupancy thereof by Mortgagor, then Mortgagor shall indemnify, defend and hold Lender harmless from all liability by reason of said litigation, including reasonable attorneys' fees and expenses incurred by Lender in any such litigation, whether or not any such litigation is prosecuted to judgment. If Lender commences an action against Mortgagor to enforce any of the terms hereof or because of the breach by Mortgagor of any of the terms hereof, or for the recovery of any sum secured hereby, Mortgagor shall pay to Lender Lender's reasonable attorneys' fees and expenses, and the right to such attorneys' fees and expenses shall be deemed to have accrued on the commencement of such action, and shall be enforceable whether or not such action is prosecuted to judgment. If Mortgagor breaches any term of this Mortgage, Lender may employ an attorney or attorneys to protect its rights hereunder, and in the event of such employment following any breach by Mortgagor, Mortgagor shall pay Lender reasonable attorneys' fees and expenses incurred by Lender, whether or not an action is actually commenced against Mortgagor by reason of breach;

1.17.2. Mortgagor waives any and all right to claim or recover against Lender, its officers, employees, agents and representatives, for loss of or damage to Mortgagor, the Property, Mortgagor's property or the property of others under Mortgagor's control from any cause insured against or required to be insured against by the provisions of the Mortgage;

1.17.3. Except as otherwise provided herein or in any Loan Documents, all sums payable by Mortgagor hereunder shall be paid without notice, demand, counterclaim, setoff, deduction or defense and without abatement, suspension, deferment, diminution or reduction, and the obligations and liabilities of Mortgagor hereunder shall in no way be released discharged or otherwise affected (except as expressly provided herein) by reason of: (i) any damage to or destruction of or any condemnation or similar taking



of the Property or any part thereof; (ii) any restriction or prevention of or interference with any use of the Property or any part thereof; (iii) any title defect or encumbrance or any eviction from the Property or the Improvements or any part thereof by title paramount or otherwise; (iv) any bankruptcy, insolvency, reorganization, composition, adjustment, dissolution, liquidation or other like proceeding relating to Mortgagor, or any action taken with respect to this Mortgage by any trustee or receiver of Mortgagor, or by any court, in any such proceeding; (v) any claim which Mortgagor has or might have against Lender; (vi) any default or failure on the part of Lender to perform or comply with any of the terms hereof or of any other agreement with Mortgagor; or (vii) any other occurrence whatsoever, whether similar or dissimilar to the foregoing.

1.18. Utilities. Mortgagor agrees to pay when due all utility charges which are incurred by Mortgagor for the benefit of the Property or which may become a charge or lien against the Property for gas, electricity, water or sewer services furnished to the Property and all other assessments or charges of a similar nature, whether public or private, affecting the Property or any portion thereof, whether or not such taxes, assessments or charges are liens thereon.

1.19. Actions Affecting Property. Should the Lender be made defendant in any suit involving the title to any of the Property, or involving the validity or priority of the lien of this Mortgage, then Mortgagor agrees that in every such case, unless title insurance coverage is available and legal representation is being provided by the title insurance company, to appear in and contest any action or proceeding purporting to affect the security or priority hereof or the rights or powers of Lender; and to pay all costs and expenses, including costs of evidence of title and attorneys' fees, in any such action or proceeding in which Lender may appear.

1.20. Inspection; Managing Agent; Receiver. Lender and any persons authorized by Lender shall have the right to enter and inspect the Property and the Personal Property at all reasonable times. If, at any time after the occurrence of an Event of Default hereunder, the management or maintenance of the Property or the Personal Property shall be determined by Lender to be unsatisfactory, Lender shall have the right to (1) employ for the duration of such Event of Default any person from time to time designated by the Lender as a managing agent of the Property and the Personal Property or (2) apply to a court having jurisdiction thereof for the appointment of a receiver for the Property and the Personal Property. Mortgagor hereby expressly covenants and agrees that the court shall appoint such receiver with the usual powers and duties of receivers and said right to have a receiver appointed shall be without reference to the adequacy of the value of the Property or the Personal Property to the solvency or insolvency of Mortgagor or any party defendant to the suit. Mortgagor hereby expressly waives its right to object to the appointment of a receiver and hereby expressly consents that such appointments shall be a matter of absolute right to Lender in accordance with Ind. Code § 34-1-12(4)(C) in any action by Lender to enforce this Mortgage, including without limitation, by foreclosure. Nothing herein shall be deemed to cause the Lender to be a mortgagee in possession.



1.21. Additional Security. In the event Lender at any time holds additional security for any of the obligations secured hereby, Lender may enforce the sale thereof or otherwise realize upon the same, at Lender's option, either before or concurrently herewith or after a sale is made hereunder.

1.22. Reconstruction. If permitted by Lender pursuant to Sections 1.10 and/or 1.14, 1.16 hereof, insurance proceeds or condemnation awards recovered by the Lender less the costs, if any, to the Lender of such recovery and of paying out such proceeds (including attorneys' fees) shall be applied by the Lender to the payment of the cost of repairing, restoring, or rebuilding of the Property, so damaged or destroyed, or the portion or portions of the Property not so taken, and shall be paid out from time to time to Mortgagor or at the direction of Mortgagor upon requisition subject, however, to the following conditions: (i) no Event of Default shall have occurred hereunder and no event or condition exists which upon the giving of notice or the passage of time or both would constitute an Event of Default hereunder; (ii) within thirty (30) days following said damage, destruction, or taking, a qualified independent engineer acceptable to the Lender certifies to the Lender that the improvements on the Property can be restored to their former condition within one hundred eighty (180) days following such damage, destruction, or condemnation; (iii) within thirty (30) days following said damage, destruction, or taking, a qualified architect or contractor, acceptable to Lender, certifies to the Lender the full cost of restoring the improvements on the Property to their former condition; (iv) within sixty (60) days following said damage, destruction, or taking, the Mortgagor deposits with the Lender an amount equal to the difference between the insurance or condemnation proceeds and the certified cost of restoration of the improvements on the Property; (v) within thirty (30) days following said damage, destruction, or taking, the Mortgagor provides the Lender with security satisfactory to Lender for the payments on the Obligations to become due during the period of restoration; (vi) within thirty (30) days following said damage, destruction, or taking, the Mortgagor provides the Lender with plans, specifications, construction contracts and other documents or assurances that the Lender may request; (vii) in the event of condemnation or eminent domain proceedings, Lender, in its sole discretion has determined that the taking of real property does not materially diminish (a) the ability of Mortgagor to operate the improvements on the Property in the manner in which they were operated prior to the taking or (b) the fair market value of the Property; and (viii) in the event of fire or other casualty loss, the insurer under such policies of fire or other casualty insurance does not assert any defense to payment under such policies against Mortgagor, Mortgagee or any tenant of the Property, and (ix) the loan to value ratio of the Property, as if reconstructed shall be at least fifty percent (50%). If the foregoing conditions are not met or fulfilled, such proceeds shall be applied to the Obligations, whether or not the same is then due and payable and the balance, if any, to any subordinate lienholders and Mortgagor as their interests may appear. Mortgagor shall pay all reasonable costs and expenses incurred by the Lender, including, but not limited to, attorneys' fees deemed reasonably necessary by the Lender in connection with such restoration and repairs. Proceeds held by the Lender hereunder shall be invested and reinvested in (1) United States of America Treasury Bills or (2) Certificates of Deposit of banks or savings and loan associations organized under the laws of the United



States of America or any state thereof, in any dollar amount for holdings as Mortgagor may designate, subject to the Lender's reasonable approval, and the interest on such investment shall be added to the proceeds held by the Lender hereunder and paid and applied in the manner set forth herein. In Lender's sole discretion, all funds (insurance proceeds and deficiency funds escrowed by Mortgagor) shall be deposited with a title company or disbursing agent of Lender's choice and disbursement of such funds shall be subject to a disbursement agreement to be executed by the parties in form reasonably acceptable to Lender for the repair, restoration, and replacement of the buildings and improvements on the Property. If there are any funds remaining after the contemplated repair, restoration, or replacement of the building or improvements on the Property, such excess shall be applied to the Obligations, whether or not the same is then due and payable.

**ARTICLE II
ASSIGNMENT OF LEASES, RENTS, ISSUES AND PROFITS**

2.1. Assignment of Leases. Mortgagor hereby assigns and transfers to Lender as additional security for the payment of the Obligations, all present and future leases (including subleases) upon all or any part of the premises and agrees to execute and deliver, at the request of Lender, all further assurances and assignments in the premises as Lender shall from time to time require. In the event Mortgagor has sold, transferred and assigned, or may hereafter sell, transfer and assign, to Lender, its successors and assigns any interest of Mortgagor as lessor in any lease or leases, Mortgagor expressly covenants and agrees that if Mortgagor, as lessor under said lease or leases so assigned shall fail to perform and fulfill any term, covenant, condition or provision in said lease or leases, or any of them, on its part to be performed or fulfilled, at the times and in the manner in said lease or leases provided, or if Mortgagor shall suffer or permit to occur any breach or default under the provisions of any such assignment of any lease or leases, then and in any such event, such breach or default shall constitute an event of default hereunder as such term is defined herein after.

2.2. Assignment of Rents. Mortgagor hereby assigns and transfers to Lender all the rents, issues and profits of the Property, and hereby gives to and confers upon Lender the right, power and authority to collect such rents, issues and profits. Mortgagor irrevocably appoints Lender its true and lawful attorney-in-fact, at the option of Lender at any time and from time to time, to demand, receive and enforce payment, to give receipts, releases and satisfactions, and to sue, in the name of Mortgagor or Lender, for all such rents, issues and profits and apply the same to the Obligations; provided, however, that Mortgagor shall have the right to collect such rents, issues and profits (but not more than two months in advance) prior to or at any time there is not an event of default under any of the Loan Documents. The assignment of the rents, issues and profits of the Property in this Article II is intended to be an absolute assignment from Mortgagor to Lender and not merely the passing of a security interest. Lender shall not have the right to collect the same until there has been a default by the Mortgagor under any of the covenants of the loan documents.



2.3. Collection Upon Default. Upon any event of default under any of the Loan Documents, Lender may, at any time without notice, either in person, by agent or by a receiver appointed by a court, and without regard to the adequacy of any security for the Obligations, enter upon and take possession of the Property, or any part thereof, in its own name sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including attorneys fees, upon any Obligations, and in such order as Lender may determine. The collection of such rents, issues and profits, or the entering upon and taking possession of the Property, or the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done in response to such default or pursuant to such notice of default.

2.4. Lender's Right of Possession in Case of Default. In any case in which under the provision of this Mortgage Lender has a right to institute foreclosure proceedings, whether before or after the whole principal sum secured hereby is declared to be immediately due, or whether before or after the institution of legal proceedings to foreclose the lien hereof or before or after sale thereunder, forthwith, upon demand of Lender, Mortgagor shall surrender to Lender and Lender shall be entitled to take actual possession of the premises or any part thereof personally, or by its agent or attorneys, as for condition broken. In such event, subject to the rights of the Tenant, Lender in its discretion may, with or without force and with or without process of law, enter upon and take and maintain possession of all or any part of said premises, together with all documents, books, records, papers, and accounts of Mortgagor or then owner of the premises relating thereto, and may exclude Mortgagor, its agents or servants, wholly therefrom and may as attorney in fact or agent of Mortgagor, or in its own name as Lender and under the powers herein granted, hold, operate, manage and control the premises and conduct the business, if any, thereof, either personally or by its agents, and with full power to use such measures, legal or equitable, as in its discretion or in the discretion of its successors or assigns, may be deemed proper or necessary to enforce the payment or security of the avails, rents, issues, and profits of the premises, including actions for the recovery of rent, actions in forcible detainer and actions in distress for rent, and with full power: (a) to cancel or terminate any lease or sublease for any cause or on any ground which would entitle Mortgagor to cancel the same; (b) to elect to disaffirm any lease or sublease which is then subordinate to the lien hereof; (c) to extend or modify any then existing leases and to make new leases, which extensions, modifications and new leases may provide for terms to expire, or for options to lessees to extend or renew terms to expire, beyond the maturity date of the Obligations and beyond the date of the issuance of a deed or deeds to a purchaser or purchasers at a foreclosure sale, it being understood and agreed that any such leases, and the options or other such provisions to be contained therein, shall be binding upon Mortgagor and all persons whose interests in the premises are subject to the lien hereof and upon the purchaser or purchasers at any foreclosure sale, discharge of the mortgage indebtedness, satisfaction of any foreclosure decree, or issuance of any certificate of sale or deed to any purchaser; (d) to make all necessary or proper repairs, decorating, renewals, replacements, alterations, additions, betterments, and improvements to the premises as to it may seem judicious; (e) to insure and reinsure the same and all risks incidental to Lender's possession, operation and management thereof; and (f) to receive all of such



avails, rents, issues and profits; hereby granting full power and authority to exercise each and every of the rights, privileges and powers herein granted at any and all times hereafter, without notice to Mortgagor.

Lender shall not be obligated to perform or discharge nor does it hereby undertake to perform or discharge, any obligation, duty or liability under any leases. Mortgagor shall and does hereby agree to indemnify and hold Lender harmless of and from any and all liability, loss or damage which it may or might incur under said leases or under or by reason of the assignment thereof and of and from any and all claims and demands whatsoever which may be asserted against it by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in said leases. Should Lender incur any such liability, loss or damage, under said leases or under or by reason of the assignment thereof, or in the defense of any claims or demands, the amount thereof, including costs, expenses and reasonable attorneys' fees, shall be secured hereby, and Mortgagor shall reimburse Lender therefore immediately upon demand.

2.5. Application of Income Received by Lender. Lender, in the exercise of the rights and powers hereinabove conferred upon it shall have full power to use and apply the avails, rents, issues and profits of the premises to the payment of or on account of the following, in such order as Lender may determine:

2.5.1. to the payment of the operating expenses of said property, including cost of management and leasing thereof (which shall include reasonable compensation to Lender and its agent or agents, if management be delegated to an agent or agents, and shall also include lease commissions and other compensation and expenses of seeking and procuring tenants and entering into leases), established claims for damages, if any, and premiums on insurance hereinabove authorized;

2.5.2. to the payment of taxes and special assessments now due or which may hereafter become due on the premises:

2.5.3. to the payment of all repairs, renewals, replacements, alterations, additions, betterments, and improvements of the property and the expense of placing the Property in such condition as Lender from time to time may deem necessary; and,

2.5.4. to the payment of the Obligations or any deficiency which may result from any foreclosure sale.

ARTICLE III DEFAULT; REMEDIES

3.1. Events of Default. The term "Event of Default" as used herein, shall mean the occurrence of any of the following events:



3.1.1. The failure of Mortgagor to pay the Obligations, or any part thereof, as it becomes due in accordance with the terms of the Note or of any other notes or instruments now or hereafter evidencing the Obligations, which failure shall continue for five (5) days after the giving of written notice that such amount is due by Lender or when accelerated pursuant to any provision thereof or of this Mortgage; or

3.1.2. The failure by Mortgagor to punctually and fully perform and observe each term, covenant, agreement, or condition contained in the Note, the Loan Documents, the Mortgage or in any other notes, instruments, or agreements now or hereafter evidencing, securing, or related to the Obligations if such failure shall continue for more than thirty (30) days after the giving of written notice thereof by Lender; or

3.1.3. The default by Mortgagor under any other notes, agreements, mortgages, deeds of trust, security agreements, or any other obligations of Mortgagor to Lender, whether or not secured by this Mortgage; or

3.1.4. A sale, transfer, conveyance, lease, contract for deed, or other disposition of all or any part of the Property or the Personal Property or any interest therein, including a sale, transfer, conveyance, lease, contract for deed, or other disposition occasioned by an assignment for the benefit of creditors, appointment of a receiver, adjudication as a bankrupt, or the filing or instituting of bankruptcy proceedings by or against Mortgagor (or any general partner if Mortgagor is a limited or general partnership or a member of a limited liability company), without prior written notice to Lender and without Lender's prior written consent, which consent shall be at Lender's sole option and shall be upon such terms and conditions as Lender shall, at its sole option, elect; or

3.1.5. Mortgagor shall place or allow the placement of a mortgage or other lien or encumbrance upon all or any portion of the Property or the Personal Property; or

3.1.6. Any party other than Mortgagor shall assume or enter or undertake the performance of the obligations of Mortgagor under the Note; or

3.1.7. The occurrence of any act or omission which would authorize or permit the holder or owner of an indebtedness or obligation secured by any superior lien against the Property or the Personal Property to foreclose the superior lien.

3.1.8. If (i) Mortgagor or any guarantor or surety of Mortgagor becomes insolvent, (ii) makes an assignment for the benefit of creditors, (iii) files a petition under the federal bankruptcy laws, (iv) if a petition is instituted against Mortgagor or any guarantor or surety of Mortgagor to place any of them in involuntary bankruptcy proceedings and the same is not dismissed within sixty (60) days after the institution thereof, (v) if a petition is instituted against Mortgagor or any surety of Mortgagor for the appointment of a



receiver or trustee for any of their respective properties and the same is not dismissed within sixty (60) days after the institution thereof, or (vi) if the Property or the Personal Property is seized under any writ or process of court or by any trustee or receiver.

3.2. Right to Accelerate. Time and the exact performance of Mortgagor's obligations are material and of the essence hereof. Upon the occurrence of an Event of Default hereunder or at any time during the continuance of any such Event of Default, Lender, at Lender's sole option, and without notice, demand, presentment, or protest, which are hereby waived, shall have the right to declare the Obligations or any part thereof immediately due and payable, and may, at Lender's option, either in person or by agent, with or without bringing any action or proceeding, enter upon and take immediate possession of the Property and the Personal Property, or any part thereof, in its own name, and do any acts which it deems necessary or desirable to preserve the value, marketability or rentability of the Property, and let the same either in its own name or in the name of Mortgagor, and receive the rents, issues, and profits thereof sue for or otherwise collect the rents, issues and profits thereof, including those past due and unpaid, and apply the same, after payment of all necessary charges and expenses, to the Obligations. The entering upon and taking possession of the Property, the collection of rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any Event of Default or notice of default hereunder or invalidate any act done in response to such Event of Default or pursuant to such notice of default and notwithstanding the continuance in possession of the Property or the collection, receipt and application of rents, issues or profits, Lender shall be entitled to exercise every right provided for in any of the Loan Documents or by law upon occurrence of any Event of Default. Nothing herein shall be construed as an obligation upon Lender to make any repairs upon the Property or to act as attorney-in-fact, and neither the Lender nor the Lender's agents shall be liable for negligence in the event of its management or possession of the Property.

Upon the occurrence of an Event of Default hereunder Lender shall, at its option and without notice or demand, be entitled to enter upon the Property and take immediate possession of any items of Personal Property. Lender may sell all or any portion of the Personal Property at public or private sale in accordance with the Uniform Commercial Code as adopted in the State of Indiana. Mortgagor agrees that a commercially reasonable manner of disposition of such Personal Property upon the occurrence of an Event of Default shall include, without limitation and at the option of Lender, the sale of the Personal Property, in whole or in part, concurrently with a foreclosure sale of the Property in accordance with the provisions of this Mortgage. In the event the Lender shall dispose of any or all of the Personal Property after the occurrence of an Event of Default, the proceeds of disposition shall be applied in the following order: (a) to the expenses of retaking, holding, preparing for sale, selling, and the like; (b) to the attorneys' fees and legal expenses incurred by Lender; (c) to the satisfaction of the Obligations; and (d) the balance, if any to subordinate lien holders and Mortgagor as their interests may appear.

3.3. Failure to Require Strict Performance not a Waiver. The acceptance of one or more payments on the Obligations made by anyone other than Mortgagor shall not constitute the Lender's consent to or



approval of any sale, transfer, conveyance, lease, contract for deed, or other disposition of all or any part of the Property or any interest therein, nor shall such acceptance constitute Lender's waiver of an Event of Default or of any other right it may have hereunder. Further, any failure of Lender to insist upon the strict performance by Mortgagor of any of the terms and provisions hereof shall not be deemed a waiver of any of the terms and provisions hereof, and Lender, notwithstanding any such failure, shall have the right thereafter to insist upon the strict performance by Mortgagor of any and all the terms and provisions of this Mortgage to be performed by Mortgagor. Any waiver by Lender of any Event of Default hereunder or thereunder must be explicitly stated in writing signed by Lender, and any such waiver shall not be deemed a waiver of other Events of Default or the same Events of Default in the future.

3.4. Foreclosure; Expense of Litigation. When the Obligations, or any part thereof, shall become due whether by acceleration or otherwise, Lender shall have the right to foreclose the lien hereof for such Obligations or part thereof. In any suit to foreclose the lien hereof or enforce any other remedy of Lender under this Mortgage or the Note, there shall be allowed and included as part of the Obligations in the decree for sale or other judgment or decree, all expenditures and expenses which may be paid or incurred by or on behalf of Lender for attorneys' fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs, and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, title insurance policies, Torrens certificates, and similar data and assurances with respect to title as Lender may deem reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the Property. All expenditures and expenses of the nature in this paragraph mentioned, and such expenses and fees as may be incurred in the protection of the Property and the maintenance of the lien of this Mortgage, including the fees of any attorney employed by Lender in any litigation or proceeding affecting this Mortgage, the Note or the Property, including probate and bankrupt proceedings, or in preparations for the commencement or defense of any proceeding or threatened suit or proceeding, shall be immediately due and payable by Mortgagor, with interest thereon at the post maturity rate and shall be secured by this Mortgage.

Lender shall have the right at any sale to purchase any or all of the Property or the Personal Property. Mortgagor hereby waives all rights to redemption or reinstatement to the Property or the Personal Property or any part thereof to the extent permissible by law and agrees that Lender or any sheriff or other person conducting any sale hereunder shall be authorized to execute and deliver to the purchaser of such property a sheriff's deed, bill of sale or other document at the time of the sale transferring good title thereunder without any covenants, representations, or warranties express or implied. Any certificate or title or abstract of title to real property furnished in connection herewith may be sold and delivered to the purchaser at the time of such sale. Mortgagor hereby consents to jurisdiction in the County in which the Property is located and agrees that any purchaser at any sale hereunder may bring an action and an unlawful detainer, ejectment, or under any other theory of law or equity to remove Mortgagor from the Property.



The whole of the Property and the Personal Property real, personal, and mixed, may be sold in one part as an entirety or the Property and the Personal Property may be sold in separate parts and in such order as may be determined by Lender in its discretion, and Mortgagor hereby waives and releases any right to have the Property and the Personal Property or any part thereof marshalled upon foreclosure, sale or otherwise. Mortgagor may bid and become the purchaser at any sale hereunder whether by judicial foreclosure or otherwise.

The proceeds from any sale of the Property and the Personal Property shall be applied as required by IC 32-15-6-12, or if the same is not applicable or mandatory upon the sale, then as follows: (1) to the costs and expenses incurred by Lender in connection with such foreclosure proceedings and sale including Lender's attorneys' fees and costs; (2) to the Lender, upon the usual vouchers therefor, all amounts paid for insurance, taxes, lien claims, and other payments made by Lender as provided herein, with interest thereon at the Default Rate (as defined in the Note); (3) to the amount due on the Note and any other of the Obligations which are then due and unpaid; (4) to the amount due on any junior encumbrances, with interest; and (5) to any overplus to Mortgagor, its successors or assigns, as their rights may appear. Mortgagor agrees to pay upon demand any deficiency remaining thereafter with interest thereon at a rate per annum equal to the Default Rate (as defined in the Note).

3.5. Appointment of Receiver. Upon, or at any time after the filing of a complaint to foreclose this Mortgage, the court in which such complaint is filed may appoint a receiver of the Property. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of Mortgagor at the time of application for such receiver and without regard to the then value of the Property or whether the same shall be then occupied as a homestead or not and Lender hereunder or any subsequent holders hereunder may be appointed as such receiver. Such receiver shall have power: (a) to collect the rents, issues and profits of the Property during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when Mortgagor, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits; (b) to extend or modify any then existing leases and to make new leases, which extensions, modifications and new leases may provide for terms to expire, or for options to lessees to extend or renew terms to expire, beyond maturity date of the Note hereunder and beyond the date of the issuance of a deed or deeds to a purchaser or purchasers at a foreclosure sale, it being understood and, agreed that any such leases, and the options or other such provisions to be contained therein, shall be binding upon Mortgagor and all persons whose interests in the premises are subject to the lien hereof and upon the purchaser or purchasers at any foreclosure sale, notwithstanding any redemption from sale, discharge of the Obligations, satisfaction of any foreclosure decree, or issuance of any certificate of sale or deed to any purchaser; and (c) all other powers which may be necessary or are usual in such cases for the protection, possession, control, management, and operation of the premises during the whole of said period. The court from time to time may authorize the receiver to apply the net income in the receiver's hands in payment in whole or in part of: (a) the Obligations, or by any decree foreclosing this Mortgage, or any tax,



special assessment or other, lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; the deficiency in case of a sale and deficiency.

3.6. Payment After Publication of Notice of Sale. If the Obligations is paid after the beginning of foreclosure, as herein provided, or in the event the Lender shall, at its sole option, permit Mortgagor to pay any part of the Obligations after the beginning of foreclosure, as herein provided, then Mortgagor shall pay on demand all expenses incurred by Lender in connection with said foreclosure, including fees to the attorneys for the Lender and this Mortgage shall be security for all such expenses and fees.

ARTICLE IV MISCELLANEOUS

4.1. Mortgagor Waiver of Rights. To the full extent Mortgagor may do so, Mortgagor agrees that Mortgagor will not at any time insist upon, plead, claim or take the benefit or advantage of any law now or hereafter in force providing for any appraisal, valuation, stay, extension or redemption, and Mortgagor, for Mortgagor, Mortgagors' heirs, devisees, representatives, successors and assigns, and for any and all persons ever claiming any interest in the Property, to the extent permitted by law, hereby waives and releases all rights of redemption, valuation appraisal, stay of execution, notice of election to mature or declare due the whole of the Obligations and marshaling in the event of foreclosure of the liens hereby created. If any law referred to in this Section and now in force, of which Mortgagor, Mortgagors heirs, devisees, representatives successors and assigns or other person might take advantage despite this Section, shall hereafter be repealed or cease to be in force, such law shall not thereafter be deemed to preclude the application of this Section.

4.2. Limitation of Interest. It is the intent of Mortgagor and Lender in the execution of this Mortgage and the Note and all to other instruments securing the Note contract in strict compliance with the usury laws of the State of Indiana governing the loan evidenced by the Note. In furtherance thereof, Lender and Mortgagor stipulate and agree that none of the terms and provisions contained in the Loan Documents shall ever be construed to create a contract for the use, forbearance or detention of money requiring payment of interest at a rate in excess of the maximum interest rate permitted to be charged by the laws of the State of Indiana governing the loan evidenced by the Note. Mortgagor or any guarantor, endorser or other party now or hereafter becoming liable for the payment of the Note shall never be liable for unearned interest on the Note and shall never be required to pay interest on the Note at a rate in excess of the maximum interest that may be lawfully charged under the laws of the State of Indiana and the provisions of this Section shall control over all other provisions of the Note and any other instrument executed in connection herewith which may be in apparent conflict herewith. In the event any holder of the Note shall collect monies which are deemed to constitute interest charged by the laws of the State of Indiana, all such sums deemed to constitute interest in excess of the legal rate shall be immediately returned to the Mortgagor upon such determination.



4.3. Costs of Enforcement. Mortgagor agrees, to the extent permitted by law, to pay all costs and expenses incurred by Lender in connection with the collection and enforcement of the Note or any other instrument now or hereafter evidencing, securing, or related to the Obligations, any action to sustain the lien of the Mortgage or its priority or the foreclosure of this Mortgage, including, but not limited to, the cost of procuring evidence of title, expenses, and attorneys' fees which sums, together with interest thereon at a rate per annum equal to the Default Rate (as defined in the Note) (or if the Note is not then outstanding then at the post maturity interest rate of the most recent note secured by this Mortgage).

4.4. Exhaustion of Security. If the Obligations are now or hereafter further secured by any other mortgage, deed of trust, security agreement, pledge, guaranty, assignment of lease, or other agreement or collateral, the Lender may, at its sole option, exhaust one or more of said agreements and collateral and the Property or the Personal Property, either concurrently or independently, and in such order as Lender may determine and apply the proceeds there from against the Obligations in such order as Lender may elect.

4.5. Cumulative Remedies. Lender shall be entitled to enforce payment and performance of the Obligations and to exercise all rights and powers under this Mortgage or under any Loan Document or other agreement or any laws now or hereafter in force, notwithstanding some or all of the Obligations may now or hereafter be otherwise secured, whether by mortgage, deed of trust, pledge, lien, assignment or otherwise. Neither the acceptance of this Mortgage nor its enforcement whether by court action or pursuant to the power of sale or other powers herein contained, shall prejudice or in any manner affect Lender's right to realize upon or enforce any other security now or hereafter held by Lender, it being agreed that Lender shall be entitled to enforce this Mortgage and any other security now or hereafter held by Lender in such order and manner as Lender may, in its absolute discretion determine. No remedy herein conferred upon or reserved to Lender is intended to be exclusive of any other remedy herein or by law provided or permitted, but each shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute. Every power or remedy given by any of the Loan Documents to Lender may be exercised, concurrently or independently, from time to time and as often as may be deemed expedient by Lender and Lender may pursue inconsistent remedies. All rights, powers, and remedies granted to Lender herein are cumulative and may be enforced concurrently or independently and in addition to any rights otherwise created by law or other agreement. No waiver of any Event of Default hereunder shall be a waiver of any future Event of Default.

4.6. Subsequent Holders; Successors and Assigns. All rights, powers, and privileges herein granted to Lender shall belong to and become vested in any subsequent holder of the Obligations whether by assignment or operation of law. This Mortgage applies to and binds the Mortgagor and Mortgagor's heirs, legatees, devisees, administrators, executors, successors and assigns.

4.7. Subrogation. The Lender, before foreclosure hereunder, and the purchasers, at any foreclosure sale held hereunder, shall be subrogated to the lien or any prior encumbrance or vendor's lien, if any, on the



Property or the Personal Property paid out of money secured by this Mortgage, whether or not said prior lien be released.

4.8. Lender's Powers. Without affecting the liability of any other person liable for the payment of any obligation herein mentioned, and without affecting the lien or charge of this Mortgage upon any portion of the Property not then or theretofore released as security for the full amount of all unpaid obligations, Lender may, from time to time and without notice (i) release any person so liable, (ii) extend the maturity or alter any of the terms of any such obligation, (iii) reduce payments of principal or interest, (iv) accept a renewal note or notes, (v) grant other indulgences, (vi) release or reconvey, or cause to be released or reconveyed at any time at Lender's option any parcel, portion or all of the Property, (vii) take or release any other or additional security for any obligation herein mentioned, or (viii) make compositions or other arrangements with debtors in relation thereto.

4.9. Partial Release. Any part of the Property and Personal Property may be released by Lender from the lien and security interest of this Mortgage without affecting the lien and security interest hereby created as to the remainder. Lender may take additional security for the indebtedness secured hereby without releasing or impairing the security of this Mortgage. Lender may resort for the payment of the Obligations to any other security therefor held by Lender in such order and manner as Lender may elect.

4.10. Financing Statement. A carbon, photographic or other reproduction of this Mortgage or any financing statement relating to this Mortgage shall be sufficient as a financing statement. This Mortgage is effective and shall be effective as a financing statement filed as a fixture filing with respect to all goods which are or are to become fixtures included within the Property and is to be filed for record in the real estate records of the County in the state where the property is situated. Mortgagor directs that Lender, in Lender's reasonable discretion, shall file any financing statements, as well as extensions, renewals and amendments thereof, and reproductions of this instrument, in such form as Lender may require to perfect a security interest with respect to the Personal Property. Mortgagor shall pay all costs of filing such financing statements and any extensions, renewals, amendments and releases thereof, and shall pay all reasonable costs and expenses of any record searches for financing statements Lender may reasonably require. The mailing address of Lender and the address of Mortgagor from which information concerning the security interest may be obtained are set forth herein.

4.11. Severability. In the event any one or more provision, covenant, or agreement or any part thereof, whether contained in this Mortgage or the Loan Documents or any other note or agreement given in connection with or as security for the Obligations, shall for any reason be held to be invalid, illegal, or unenforceable in accordance with its terms, such invalidity, illegality, or unenforceability shall not affect any other provision, covenant, or agreement of this Mortgage, but this Mortgage shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein or therein.



4.12. Certification of Amounts Due. Mortgagor, upon request of Lender, shall certify, by a writing duly acknowledged to Lender or to any proposed assignee of this Mortgage, the amount of principal and interest then owing on this Mortgage and the Obligations, whether any offsets or defenses exist against the Obligations, the name and address of any lessees of the Property or any part thereof together with the terms of their respective leases, the rents payable thereunder, and whether any default exists under said leases. Such certificate shall be executed and delivered to Lender within ten (10) days of such request.

4.13. Notice. Any provision in this Mortgage requiring or permitting notice or demand or request shall be deemed satisfied by written notice personally served on Mortgagor or Lender, as the case may be, or when mailed by certified mail, return receipt requested, postage paid, addressed to the principal business address of Mortgagor or Lender as the case may be, as set forth on the first page of this Mortgage or as hereafter designated in writing as the address for notice hereunder by the one party to the other.

4.14. Headings. The Section headings of this Mortgage are for convenience only and shall not limit or define the meaning or content hereof. All pronouns and variations thereof shall be deemed to refer to masculine, feminine, neuter, singular or plural, as the identity of the or persons may require.

4.15. Construction. This Mortgage and the rights and obligations of the parties hereto shall be construed and enforced according to the laws of the State of Indiana.

4.16. Binding Effect. The covenants herein contained shall bind, and the benefits shall inure to the respective heirs, executors, administrators, successors, and assigns of the parties hereto, and the term Lender shall include the Lender and the Lender's successors and assigns.

4.17. Joint and Several Liability. All covenants and agreements of Mortgagor herein shall be joint and several.

4.18. Preferential Transfers. To the extent that Lender receives any payment on account of the Obligations and any such payment(s) or any part thereof is subsequently invalidated, declared to be fraudulent or preferential, set aside, subordinated and/or required to be repaid to a trustee, receiver or any other party under any bankruptcy act, state or federal law, common law or equitable cause, then, to the extent of such payment(s) received, the Obligations or part thereof intended to be satisfied and any and all liens, security interests, mortgages and/or other encumbrances upon or pertaining to any assets of Mortgagor and theretofore created and/or existing in favor of Lender as security for the payment of the Obligations shall be revived and continue in full force and effect, as if such payment(s) had not been received by Lender and applied on account of the Obligations.



IN WITNESS WHEREOF, Mortgagor has caused this Mortgage to be executed by its undersigned as of the day and year first above written.

MORTGAGOR:

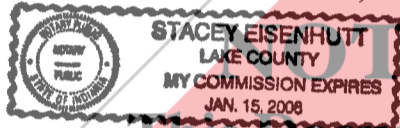
Enchanted Parkway, L.L.C.

By: *Peter Spanos*
Printed Name: Peter Spanos
Title: Member

STATE OF IN)
) SS
COUNTY OF Lake)

On this, the 24th day of May, 2004, before me, the undersigned, personally appeared **Peter Spanos**, the authorized member of **Enchanted Parkway, L.L.C.**, known to me to be the person whose name is subscribed to the within instrument and acknowledged the execution of the foregoing instrument as such officer for and on behalf of said limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and seal.



Stacey Eisenhutt
NOTARY PUBLIC

My Commission Expires

Lake
County of Residence

This Document is the property of the Lake County Recorder!

This Document Prepared By **Brankica Radovanovic**

STOP



EXHIBIT A

Legal Description

Parcel 1: Lots 2 and 3, Standard Industrial Park Unit 1 to Lake County, Indiana, as shown in Plat Book 39, Page 33, in Lake County, Indiana.

Parcel 2: The following described parcel of land lying in the South Half of the Southeast Quarter of Section 23, Township 35 North, Range 8 West of the 2nd Principal Meridian, more particularly described as follows: Beginning at a point 532.06 feet South 0 degrees 42 minutes 07 seconds East of the Northeast corner of the South Half of the Southeast Quarter of said Section 23; thence South 89 degrees 07 minutes 52.5 seconds West along the South line of the aforesaid Lot 2 a distance of 305.0 feet to the Southwest corner of said Lot 2; thence South 0 degrees 42 minutes 07.5 seconds along the East line of the aforesaid Lot 3 a distance of 123.22 feet to the Southeast corner of said Lot 3; thence East for a distance of 305.0 feet the East line of the Southeast Quarter of said Section 23; thence North 0 degrees 42 minutes 07.5 seconds West for a distance of 127.85 feet to a point, that point being the point of beginning, all in Lake County, Indiana.

**For informational purposes only: 8328 Colorado Street
Hobart, Indiana, 46410**

Key No.: 53-43-2 & 53-43-3

