

STATE OF INDIANA  
LAKE COUNTY  
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Dickinson Wright PLLC  
38525 Woodward Avenue, Suite 2000  
Bloomfield Hills, Michigan 48304  
Attention: Dawn Faxon Singer

MICHELLE A. BROWN  
Recorder  
Lake County, Indiana

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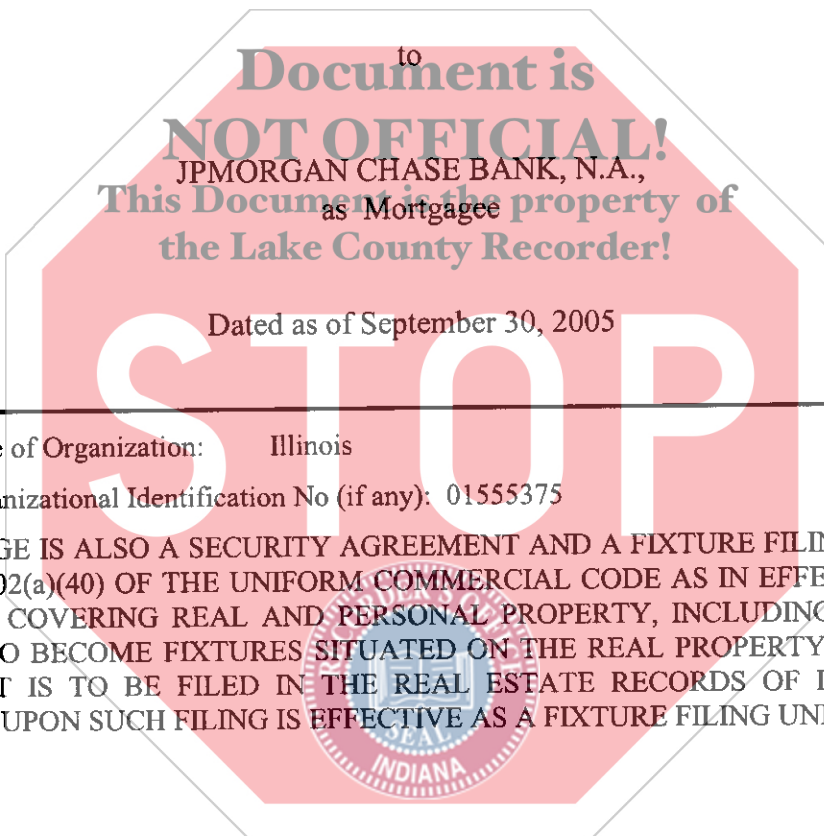
MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF LEASES  
AND RENTS, AND FIXTURE FILING

from

NEC BROADWAY & 109<sup>th</sup> LLC,

Mortgagor,

CHICAGO TITLE INSURANCE COMPANY



to

**NOT OFFICIAL!**

JPMORGAN CHASE BANK, N.A.,  
as Mortgagee  
**This Document is the property of  
the Lake County Recorder!**

Dated as of September 30, 2005

Mortgagor's State of Organization: Illinois

Mortgagor's Organizational Identification No (if any): 01555375

THIS MORTGAGE IS ALSO A SECURITY AGREEMENT AND A FIXTURE FILING AS DEFINED IN IC 26-1-9.1-102(a)(40) OF THE UNIFORM COMMERCIAL CODE AS IN EFFECT IN INDIANA (THE "CODE"), COVERING REAL AND PERSONAL PROPERTY, INCLUDING GOODS THAT ARE OR ARE TO BECOME FIXTURES SITUATED ON THE REAL PROPERTY DESCRIBED IN EXHIBIT A. IT IS TO BE FILED IN THE REAL ESTATE RECORDS OF LAKE COUNTY, INDIANA, AND UPON SUCH FILING IS EFFECTIVE AS A FIXTURE FILING UNDER THE CODE.

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**MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF LEASES  
AND RENTS AND FIXTURE FILING**

THIS MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, AND FIXTURE FILING dated as of September 30, 2005 by NEC BROADWAY & 109<sup>th</sup> LLC, an Illinois limited liability company having an address of c/o Malet Realty, Ltd., 900 West Jackson Boulevard, #4W, Chicago, Illinois 60607 (the "Mortgagor") to JPMorgan Chase Bank, N.A., a national banking association, having an office located at 611 Woodward Avenue, Detroit, Michigan 48226 (the "Mortgagee").

RECITALS:

A. The Mortgagor and the Mortgagee have entered into a Construction Loan Agreement dated of even date herewith (as amended or modified from time to time, including any agreement entered into in substitution therefor, the "Loan Agreement") pursuant to which the Mortgagee agreed, subject to the terms and conditions thereof, to make a construction loan to the Mortgagor.

B. As a condition to the effectiveness of the obligations of the Mortgagee under the Loan Agreement, the Mortgagor is obligated, among other things, to grant a lien on the mortgaged premises hereinafter described.

WITNESSETH:

NOW, THEREFORE, to secure (a) the prompt and complete payment of all indebtedness and other obligations of the Mortgagor now or hereafter owing to the Mortgagee under or on account of the Loan Agreement or any note or other instruments issued to the Mortgagee pursuant thereto, including without limitation that certain current mortgage note of even date herewith from the Mortgagor to the Mortgagee in the original principal amount of \$3,534,000, maturing on September 30, 2007 (said current mortgage note, together with all amendments, extensions and replacements thereof, including without limitation any note issued in replacement therefor as provided in the Loan Agreement, is herein called the "Note"), (b) the performance of the covenants under the Loan Agreement and any related security documents and any monies expended by Mortgagee in connection therewith, (c) the prompt and complete payment of all obligations and performance of all covenants of the Mortgagor under any Rate Management Transaction with the Mortgagee or any affiliate of Mortgagee, and (d) the prompt and complete payment of any and all other indebtedness, obligations and liabilities of any kind of the Mortgagor to Mortgagee, in all cases, of any kind or nature, howsoever created or evidenced and whether now or hereafter existing, direct or indirect (including without limitation any participation interest acquired by the Mortgagee in any such indebtedness, obligations or liabilities of the Mortgagor to any other person) absolute or contingent, joint and/or several, secured or unsecured, arising by operation of law or otherwise, and whether incurred by Mortgagor as principal, surety, endorser, guarantor, accommodation party or otherwise, due or to become due, including without limitation all principal and all interest (including any interest accruing subsequent to any petition filed by or against the Mortgagor under the U.S. Bankruptcy Code, whether or not allowed), indemnity and reimbursement obligations, charges, expenses, fees, attorneys' fees and disbursements and any other amounts owing thereunder (all of the aforesaid indebtedness, obligations and liabilities of the Mortgagor being herein called the "Mortgage Indebtedness" and this Mortgage and all of the other documents, agreements and instruments among the Mortgagor and the Mortgagee, evidencing or securing the repayment of, or otherwise pertaining to, the Mortgage Indebtedness, including without limitation the Loan Agreement, the Note and any related security documents, being herein collectively called the "Loan Documents"),

Mortgagor does hereby MORTGAGE and WARRANT unto Mortgagee, and its successors and assigns, the following described property (the "Mortgaged Premises"):

(A) the land situated in the City of Crown Point, County of Lake and State of Indiana, more specifically described in Exhibit A hereto (the "Land");

(B) all easements, rights-of-way, licenses and privileges, thereunto belonging or in anywise appertaining, including without limitation all Mortgagor's right, title and interest in and to those easements, rights-of-way, licenses and privileges described in Exhibit A hereto, if any;

(C) all buildings and improvements now or hereafter situated upon the Land or any part thereof;

(D) all minerals, royalties, gas rights, water, water rights, water stock, flowers, shrubs, lawn plants, crops, trees, timber and other emblements now or hereafter located on, under or above all or any part of the Land;

(E) all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversion or reversions, remainder and remainders thereof; and also all the estate, right, title, interest, property, claim and demand whatsoever of Mortgagor, of, in and to the same and of, in and to every part and parcel thereof;

(F) all the rents, issues and profits thereof under present or future leases, or otherwise, including without limitation the lease of the Mortgaged Premises between the Mortgagor and Walgreens Co., all of which are hereby specifically assigned, transferred and set over to Mortgagee and including, but not limited to, all cash or securities deposited under any such leases to secure performance by the tenants of their obligations thereunder, whether said cash or securities are to be held until the expiration of the terms of such leases or applied to one or more of the installments of rent coming due thereunder;

(G) all right, title and interest of Mortgagor, if any, in and to the land lying in the bed of any street, road, avenue, alley or walkway, opened or proposed or vacated, or any strip or gore, in front of or adjoining the Land;

(H) all machinery, apparatus, equipment, fittings, fixtures, and articles of personal property of every kind and nature whatsoever, other than consumable goods, now or hereafter located in or upon the Land or any part thereof and used or useable in connection with any present or future operation of the Land or any building or buildings now or hereafter on the Land and now owned or hereafter acquired by Mortgagor (all of which is herein called "Equipment"), including, but without limiting the generality of the foregoing, all lighting, heating, cooling, ventilating, air-conditioning, incinerating, refrigerating, plumbing, sprinkling, communicating and electrical systems, and the machinery, appliances, fixtures and Equipment pertaining thereto, but specifically excluding all personal property owned by any tenants of the Mortgaged Premises, it being understood and agreed that all Equipment is part and parcel of the Land and appropriated to the use of said real estate and, whether affixed or annexed or not, shall for the purposes of this Mortgage, unless Mortgagee shall otherwise elect, be deemed conclusively to be real estate and mortgaged hereby; and

(I) any and all awards or payments, including interest thereon, and the right to receive the same, which may be made with respect to the Land as a result of (a) the exercise of the right of eminent domain, (b) the alteration of the grade of any street, (c) any loss of or damage to any building or other improvement on the Land, (d) any other injury to or decrease in the value of the Land or (e) any refund due on account of the payment of real estate taxes, assessments or other charges levied against or imposed upon

the Land, to the extent of all amounts which may be secured by this Mortgage at the date of receipt of any such award or payment by Mortgagee, and of the reasonable counsel fees, costs and disbursements incurred by Mortgagee in connection with the collection of such award or payment, Mortgagor hereby agreeing to execute and deliver, from time to time, such further instruments as may be requested by Mortgagee to confirm such assignment to Mortgagee of any such award or payment.

TO HAVE AND TO HOLD the Mortgaged Premises, and each and every part thereof, unto Mortgagee and its successors and assigns forever. Any reference herein to the "Mortgaged Premises" shall, unless the context shall require otherwise, be deemed to include and apply to the above described land and said buildings, improvements, equipment, rents, issues, profits, leases, easements, tenements, hereditaments and appurtenances and all other rights, privileges and interests hereinabove described.

SUBJECT only to those matters set forth in Exhibit B hereto ("Permitted Encumbrances").

AND Mortgagor does hereby covenant and warrant as follows:

1. Payment of Mortgage Indebtedness; Performance of Agreements. The Mortgagor shall pay the principal of and interest on the Mortgage Indebtedness according to the terms thereof, and will keep and perform all the covenants, promises and agreements in (a) the Note and any promissory note or notes at any time hereafter issued to evidence all or any portion of the Mortgage Indebtedness, (b) this Mortgage and (c) any and all other Loan Documents, all in the manner herein or therein set forth.
2. Covenants of Title. The Mortgagor has good and indefeasible title to the entire Mortgaged Premises in fee simple and with good right and full power to sell, mortgage and convey the same, the Mortgaged Premises are free and clear of liens and encumbrances except Permitted Encumbrances, whether presently existing or which may hereafter be created in accordance with the terms hereof, and Mortgagor will warrant and defend the Mortgaged Premises against all lawful claims and demands whatsoever. The Mortgagee shall have the right, at its option and at such time or times as it, in its sole discretion, shall deem necessary, to take whatever action it may deem necessary to defend or uphold the lien of this Mortgage or otherwise enforce any of the rights of Mortgagee hereunder or any obligation secured hereby, including without limitation, the right to institute appropriate legal proceedings for such purposes.
3. Payment of Taxes, Assessments and Charges. The Mortgagor shall pay when due before any interest, collection fees or penalties shall accrue all real estate taxes, assessments (general and special), water and sewer charges or other governmental charges and impositions levied or assessed with respect to the Mortgaged Premises or any part thereof other than taxes, assessments and other governmental charges and impositions which Mortgagor is contesting or appealing in good faith by appropriate proceedings, so long as no foreclosure has commenced or the lien of this Mortgage is not jeopardized. Should Mortgagor fail so to pay such taxes, assessments, water and sewer charges or other governmental charges or impositions, Mortgagee may, at its option, pay the same for the account of Mortgagor, which amounts shall be part of the Mortgage Indebtedness.
4. Reserves for Taxes and Insurance Premiums. If requested by Mortgagee, Mortgagor shall pay to Mortgagee, at the times provided in the Note or any other promissory note or notes at any time hereafter issued to evidence all or any portion of the Mortgage Indebtedness for the payment of installments of principal and interest, and in addition thereto, installments of the taxes and assessments levied or to be levied upon the Mortgaged Premises, and installments of the premiums that will become due and payable to renew the insurance hereinafter provided, said installments to be substantially equal and to be in such amount as will assure to Mortgagee that not less than 30 days before the time when such taxes and

premiums, respectively, become due Mortgagor will have paid to Mortgagee a sufficient amount to pay the same in full. Said amounts paid to Mortgagee hereunder need not be segregated nor kept in a separate fund, and no interest shall be payable thereon. Said amounts shall be held by Mortgagee as additional security for the Mortgage Indebtedness and, except as provided in the following sentence, be applied to the payment of said taxes and assessments when the same become due and payable. Upon the occurrence of an Event of Default, Mortgagee may, at its option, but without any obligation on its part so to do, apply said amounts upon said taxes and assessments or insurance premiums or toward the payment of the Mortgage Indebtedness or any portion thereof, whether or not then due or payable.

Upon an assignment of the Mortgage, Mortgagee shall have the right to pay over the balance of such deposits in its possession to the assignee and Mortgagee shall thereupon be completely released from all liability with respect to such deposits and Mortgagor or owner of the Mortgaged Premises shall look solely to the assignee or transferee in reference thereto. This provision shall apply to every transfer of such deposits to a new assignee. Upon full payment and satisfaction of the Mortgage Indebtedness or at any prior time upon the election of Mortgagee, the balance of the unapplied deposits in its possession shall be paid over to the record owner of the Mortgaged Premises and no other party shall have any right or claim thereto in any event, provided that in the event of a foreclosure of the Mortgaged Premises, the purchaser at such foreclosure shall have the right to receive such unapplied deposits. The Mortgagor agrees, at Mortgagee's request, to deliver the aforesaid deposits to such servicer or financial institution as Mortgagee shall from time to time designate.

5. Payment of Other Obligations. The Mortgagor shall also pay any and all other obligations, liabilities or debts which may become liens, security interests, or encumbrances upon or charges against the Mortgaged Premises for any repairs or improvements that are now completed or are in progress or which may hereafter be made thereon, or for any other goods, services, or utilities furnished to the Mortgaged Premises, and shall not permit any lien, security interest, encumbrance or charge of any kind securing the repayment of borrowed funds (including the deferred purchase price for any property) to accrue and remain outstanding against the Mortgaged Premises or any part thereof, or any improvements thereon other than Permitted Encumbrances, if any.
6. Maintenance and Repair; Compliance with Laws; Inspection. The Mortgagor will keep the Mortgaged Premises and all the improvements thereon in good order and repair, and Mortgagor expressly agrees that it will not do or permit waste on the Mortgaged Premises nor do any other act whereby the Mortgaged Premises will become less valuable or the lien hereof may be impaired. Should Mortgagor fail to effect the necessary repairs, Mortgagee may at its option make such repairs for the account of Mortgagor. The Mortgagor will promptly comply, and cause the Mortgaged Premises and the occupants or users thereof to comply, with all present and future laws, ordinances, orders, rules and regulations and other requirements of any governmental authority affecting the Mortgaged Premises or any part thereof or the use or occupancy thereof and with all instruments and documents of record or otherwise affecting the Mortgaged Premises, or any part thereof, or the use or occupancy thereof. The Mortgagee, and any person authorized by Mortgagee, shall have the right, subject to the right of lessees, to enter upon and inspect the Mortgaged Premises at all reasonable times.
7. Insurance.
  - (a) The Mortgagor shall obtain and maintain in full force and effect the insurance required under the Loan Agreement.
  - (b) The Mortgagor shall deliver to Mortgagee at its office aforesaid or at such other place as may be designated by the holder hereof such insurance policies or, if Mortgagee consents, certificates evidencing

such policies. Renewals thereof shall likewise be delivered to Mortgagee at least 30 days before the expiration of any existing policies. Should Mortgagor fail to insure or fail to pay the premiums on any such insurance or fail to deliver the policies or renewals thereof as provided above, Mortgagee at its option may have such insurance written or renewed and pay the premiums thereon for the account of Mortgagor, which amounts shall be part of the Mortgage Indebtedness.

- (c) In the event of loss or damage, the proceeds of said property and builders' risk insurance on the buildings and improvements shall be paid in accordance with the terms of the Loan Agreement. No such loss or damage shall itself reduce the Mortgage Indebtedness. The Mortgagee is authorized to adjust and compromise such loss without the consent of Mortgagor, to collect, receive and receipt for such proceeds in the name of Mortgagee and Mortgagor and to endorse Mortgagor's name upon any check in payment thereof. Such proceeds shall be applied first toward reimbursement of all costs and expenses of Mortgagee in collecting said proceeds and then toward payment of the Mortgage Indebtedness or any portion thereof, whether or not then due or payable, or if no Event of Default shall have occurred and no event shall have occurred which, after notice or the passage of time or both, would constitute an Event of Default, Mortgagee at its option may apply said insurance proceeds, or any part thereof, to the repair or rebuilding of the Mortgaged Premises as provided in the Loan Agreement. No such application of proceeds by Mortgagee toward payment of the Mortgage Indebtedness shall reduce the amount of the payments required to be made on the Mortgage Indebtedness in accordance with its terms.
- (d) In the event of a foreclosure of this Mortgage, the purchaser of the Mortgaged Premises shall succeed to all of the rights of Mortgagor under said insurance policies payable to Mortgagee, including any right to unearned premiums and the right to receive the proceeds of any insurance payable by reason of any loss theretofore or thereafter occurring.
8. Eminent Domain. Mortgagor shall give Mortgagee prompt notice of any institution of any proceedings for eminent domain or condemnation of the Mortgaged Premises. Notwithstanding any taking under the power of eminent domain, alteration of the grade of any street, or other injury to or decrease in value of the Mortgaged Premises by any public or quasi-public authority or corporation, Mortgagor shall continue to pay the Mortgage Indebtedness in accordance with the terms of the Note, and any reduction in the principal sum resulting from the application by Mortgagee of such award or payment as hereinafter set forth shall be deemed to take effect only upon the receipt by Mortgagee of such award. The Mortgagor hereby assigns the entire proceeds of any award or payment to Mortgagee. The Mortgagee is authorized to commence, appear in and prosecute, in its own or in Mortgagor's name, any action or proceeding relating to any such taking, and to settle or compromise any claim in connection therewith. Such proceeds shall be applied as provided in the Loan Agreement. No such application of proceeds by Mortgagee toward payment of the Mortgage Indebtedness shall reduce the amount of the payments required to be made on the Mortgage Indebtedness in accordance with its terms.
9. Waste. The failure of Mortgagor to pay any taxes or assessments assessed against the Mortgaged Premises, or any installment thereof, or any premiums payable with respect to any insurance policy covering the Mortgaged Premises, shall constitute waste. The Mortgagor further hereby consents to the appointment of a receiver under said statute, should Mortgagee elect to seek such relief thereunder.
10. Reimbursement of Advances by Mortgagee. The Mortgagor shall pay to Mortgagee, upon demand, all sums expended by Mortgagee, or by a receiver appointed at the request of Mortgagee, unless such sums shall be paid out of the rents, income and profits from the Mortgaged Premises, (a) to pay insurance premiums, taxes, assessments, water and sewer charges and other governmental charges and impositions with respect to the Mortgaged Premises, (b) to maintain, repair or improve the Mortgaged Premises, (c) to defend the lien of this Mortgage as a lien against the Mortgaged Premises subject only to the

encumbrances hereinabove expressly set forth, (d) to discharge any lien or encumbrance affecting the Mortgaged Premises other than Permitted Encumbrances, (e) to cure any default of Mortgagor under any lease or other agreement covering the Mortgaged Premises, (f) to cure any default of Mortgagor hereunder or under any of the Loan Documents or (g) for or in connection with any other action taken by Mortgagee to preserve the security of this Mortgage or any other security for the Mortgage Indebtedness or to protect any of Mortgagee's rights hereunder. All such expenditures as shall be made by Mortgagee or such receiver or pursuant to any other provision of this Mortgage or the other Loan Documents, including any reasonable attorneys' fees and disbursements incurred by Mortgagee or such receiver in connection with the foregoing, shall be payable upon demand and be secured by this Mortgage and shall bear interest at the default interest rate set forth in the Loan Agreement.

11. Change in Taxes. In the event any tax shall be due or become due and payable to the United States of America, the State of Indiana or any political subdivision thereof with respect to the execution and delivery or recordation of this Mortgage or the Note or other instrument or agreement evidencing or securing repayment of the Mortgage Indebtedness or the interest of Mortgagee in the Mortgaged Premises, Mortgagor shall pay such tax at the time and in the manner required by applicable law and Mortgagor shall hold Mortgagee harmless and shall indemnify Mortgagee against any liability of any nature whatsoever as a result of the imposition of any such tax.

In the event of the passage after the date of this Mortgage of any law in the State of Indiana deducting from the value of real property for purposes of taxation any lien thereon, or changing in any way the laws now in force for the taxation of mortgages or debts secured thereby (including the interest thereon) for state or local purposes, or changing the manner of collection of any such taxes, and imposing a tax, either directly or indirectly, on this Mortgage, the Note or any of the other Loan Documents, the holder of this Mortgage shall have the right to declare the entire unpaid amount of the Mortgage Indebtedness, together with accrued and unpaid interest thereon, to be due and payable on a date to be specified by not less than 30 days written notice to Mortgagor, provided, however, that such election shall not be effective if Mortgagor is permitted by law to pay the whole of such tax in addition to all other payments required thereunder and if Mortgagor, prior to such specified date, makes payment of such tax then due and agrees to pay any such tax when thereafter levied or assessed against the Mortgaged Premises, this Mortgage, the Note or any of the other Loan Documents.

12. Events of Default. The occurrence of any of the following events shall be deemed an "Event of Default" hereunder and shall entitle Mortgagee to exercise its remedies hereunder and under any of the other Loan Documents or as otherwise provided by law:
- (a) Nonpayment of any of the Mortgage Indebtedness when due;
  - (b) The failure of the Mortgagor to perform or observe any term, covenant, promise or agreement contained in this Mortgage;
  - (c) Any representation or warranty of Mortgagor contained in this Mortgage, in any of the other Loan Documents or in any report, certificate or financial statement furnished to Mortgagee by or on behalf of Mortgagor proves to have been false or misleading in any material respect when made; or
  - (d) The occurrence of any Event of Default, however defined, under the Loan Agreement or any other Loan Document.
13. Remedies upon Default; Power of Sale. Immediately upon the occurrence of any Event of Default, Mortgagee shall have the option, in addition to and not in lieu of or substitution for all other rights and

remedies provided in this Mortgage or any other Loan Documents or provided by law, and is hereby authorized and empowered by Mortgagor, to do any or all of the following:

- (a) Declare the entire unpaid amount of the Mortgage Indebtedness, together with accrued and unpaid interest thereon, and any and all charges payable by Mortgagor to Mortgagee pursuant to any of the Loan Documents, immediately due and payable and, at Mortgagee's option, (i) to bring suit therefor, or (ii) to bring suit for any delinquent payment of or upon the Mortgage Indebtedness, or (iii) to take any and all steps and institute any and all other proceedings that Mortgagee deems necessary to enforce payment of the Mortgage Indebtedness and performance of other obligations secured hereunder and to protect the lien of this Mortgage.
  - (b) Commence foreclosure proceedings against the Mortgaged Premises through judicial proceedings or by advertisement, at the option of Mortgagee, pursuant to the statutes in such case made and provided, and to sell the Mortgaged Premises or to cause the same to be sold at public sale, and to convey the same to the purchaser in accordance with said statutes in a single parcel or in several parcels at the option of Mortgagee.
  - (c) Cause to be brought down to date an abstract or abstracts and tax histories of the Mortgaged Premises, procure title insurance or title reports or, if necessary, procure new abstracts and tax histories.
  - (d) Obtain a receiver to manage the Mortgaged Premises and collect the rents, profits and income therefrom.
  - (e) In the event of any sale of the Mortgaged Premises by foreclosure, through judicial proceedings, by advertisement or otherwise, apply the proceeds of any such sale in the order following to: (i) all expenses incurred for the collection of the Mortgage Indebtedness and the foreclosure of this Mortgage, including reasonable attorneys' fees and disbursements, or such attorneys' fees and disbursements as are permitted by law, (ii) all sums expended or incurred for any environmental audits, inspections or tests of the Mortgaged Premises or the removal of Hazardous Materials (as defined in the Environmental Indemnity), (iii) all sums expended or incurred by Mortgagee directly or indirectly in carrying out the terms, covenants and agreements of the Note, this Mortgage and the other Loan Documents, together with interest thereon as therein provided, (iv) all accrued and unpaid interest upon the Mortgage Indebtedness, (v) the unpaid principal amount of the Mortgage Indebtedness, and (vi) the surplus, if any there be, unless a court of competent jurisdiction decrees otherwise, to Mortgagor.
14. Successors in Ownership. In the event ownership of the Mortgaged Premises or any part thereof becomes vested in a person or persons other than Mortgagor in contravention of the provisions of the Loan Agreement, Mortgagee may (but shall not be obligated to) deal with such successor or successors in interest with reference to this Mortgage and the other Loan Documents in the same manner as with Mortgagor, without in any manner discharging or otherwise affecting Mortgagor's liability hereunder or upon the Mortgage Indebtedness.
15. Personal Property.
- (a) The Mortgagor represents and warrants that Mortgagor owns all Equipment and other personal property described in this Mortgage free and clear of any and all liens and security interests except for the lien and security interest granted by this Mortgage and Permitted Encumbrances. The Mortgagor further represents and warrants that, as to Equipment and other personal property hereafter acquired, Mortgagor will own all such Equipment and other personal property at the time it is brought on the Land and thereafter free and clear of any and all liens and security interests except for the lien and security interest



granted by this Mortgage, any other security instrument or agreement in favor of Mortgagee, and Permitted Encumbrances.

- (b) In addition to being a real property mortgage, this Mortgage constitutes a "security agreement" within the meaning of IC 26-1-9.1-102(a)(73) of the Uniform Commercial Code (the "Code") of the State of Indiana. The Mortgagor does hereby grant a security interest to Mortgagee pursuant to the Code in any Equipment and other personal property covered hereby. Mortgagor and Mortgagee agree, to the extent permitted by law, that: (i) all of the goods described within the definition of the word "Equipment" are or are to become fixtures on the Land; (ii) this Mortgage upon recording or registration in the real estate records of the proper office shall constitute a financing statement filed as a "fixture filing" within the meanings of IC 26-1-9.1-102(a)(39) and IC 26-1-9.1-102(a)(40), respectively, of the Code; (iii) Mortgagor is the record owner of the Land; and (iv) the addresses of Mortgagor, as debtor, and Mortgagee, as secured party, are as set forth on the first page of this Mortgage. The Mortgagor agrees, upon request of Mortgagee, to furnish an inventory of personal property owned by Mortgagor and subject to this Mortgage and, upon request by Mortgagee, to execute any supplements to this Mortgage, any separate security agreement and any financing statements to include specifically said inventory of personal property. Upon the occurrence and during the continuance of an Event of Default, Mortgagee shall have all of the rights and remedies therein provided or otherwise provided by law or by this Mortgage, including but not limited to the right to require Mortgagor to assemble such personal property and make it available to Mortgagee at a place to be designated by Mortgagee which is reasonably convenient to both parties, the right to take possession of such personal property with or without demand and with or without process of law and the right to sell and dispose of the same and distribute the proceeds according to law. The parties hereto agree that any requirement of reasonable notice shall be met if Mortgagee sends such notice to Mortgagor at least 7 days prior to the date of sale, disposition or other event giving rise to the required notice, and that the proceeds of any disposition of any of such personal property may be applied by Mortgagee first to the reasonable expenses in connection therewith, including reasonable attorneys' fees and disbursements and then to payment of the Mortgage Indebtedness.

(c) Mortgagor's execution of this Mortgage constitutes an authentication pursuant to the Code of the security agreement contained herein, thereby authorizing Mortgagee to file and record such financing statements, amendments and other Code forms as may be necessary or appropriate to establish and maintain the priority of its lien and security interests created under this Mortgage. In addition to and without limiting the foregoing, Mortgagor hereby irrevocably appoints Mortgagee as its attorney-in-fact, coupled with an interest, to execute in the name of and on behalf of Mortgagor (if required) or in its own name, and to file and record any and all such financing statements, amendments, continuations and other instruments or documents in the appropriate public office(s) in the State or such other jurisdictions as Mortgagee may deem necessary or appropriate to establish and maintain the priority of its lien and security interests created under this Mortgage.

(d) Nothing in this Paragraph 15 shall be deemed to apply or extend to any personal property owned by tenants or lessees of the Mortgaged Premises.

16. Assignment of Leases and Rents. As of the date of this Mortgage, Mortgagor hereby assigns to Mortgagee all its right, title and interest in and to all written and oral leases, whether now in existence or which may hereafter come into existence during the term of this Mortgage, or any extension hereof, covering the Mortgaged Premises or any part thereof (but without an assumption by Mortgagee of liabilities of Mortgagor under any such leases by virtue of this assignment), including without limitation the lease of the Mortgaged Premises between the Mortgagor and Walgreens Co., and Mortgagor hereby assigns to Mortgagee the rents, issues and profits of the Mortgaged Premises. Until the occurrence of an

Event of Default, Mortgagor shall have the right to receive and collect such rents, issues and profits. Upon the occurrence and during the continuance of an Event of Default, Mortgagee may elect upon written notice to Mortgagor to receive and collect said rents, issues and profits personally or through a receiver so long as any such Event of Default shall exist and during the pendency of any foreclosure proceedings and during any redemption period, and Mortgagor hereby consents to the appointment of a receiver if believed necessary or desirable by Mortgagee to enforce its rights under this Paragraph 16. The collection of rents by Mortgagee shall in no way waive the right of Mortgagee to foreclose this Mortgage in the event of any Event of Default.

17. Prohibition of Transfer and Further Encumbrances. The Mortgagor shall not, without the prior written consent of Mortgagee, permit or suffer (a) an assignment or transfer of the Mortgaged Premises or encumbrance upon the Mortgaged Premises in contravention of the provisions of the Loan Agreement, (b) any conveyance, transfer, pledge or encumbrance of any interest in contravention of the provisions of the Loan Agreement, or (c) any transfer or encumbrance of all or any portion of the membership interests in the Mortgagor in contravention of the provisions of the Loan Agreement.
18. Hazardous Materials. The representations, warranties, covenants and agreements made by the Mortgagor to the Mortgagee in the Environmental Indemnity delivered by the Mortgagor to the Mortgagee in connection with the execution of this Mortgage are incorporated herein by reference. The Mortgagor agrees that any default under the terms of the Environmental Indemnity will constitute an "Event of Default" under this Mortgage.
19. Subrogation. As further security for the payment and performance of the Mortgage Indebtedness, Mortgagee shall be subrogated to the lien, although released of record, of any and all encumbrances paid from the proceeds of any loan included in the Mortgage Indebtedness.
20. Severability. If any provision hereof is in conflict with any statute or rule of law of the State of Indiana or is otherwise unenforceable for any reason whatsoever, then such provision shall be deemed null and void to the extent of such conflict or unenforceability and shall be deemed severable from but shall not invalidate any other provisions of this Mortgage.
21. Waiver. No waiver by Mortgagee of any right or remedy granted hereunder or failure to insist on strict performance by Mortgagor hereunder shall affect or extend to or act as a waiver of any other right or remedy of Mortgagee hereunder, nor affect the subsequent exercise of the same right or remedy by Mortgagee for any further or subsequent default by Mortgagor hereunder, and all such rights and remedies of Mortgagee hereunder are cumulative. Mortgagor hereby waives any defense based on impairment of the collateral.

Nothing in this Mortgage shall be deemed to constitute a waiver by Mortgagor under Indiana Code 32-29-7-5 (or any successor provision of the Indiana Code) of the time limitations set out in IC 32-29-7-3 on the issuance of process for the execution of a judgment or decree of sale under a judgment or decree of foreclosure; nor shall any waiver made by Mortgagor or right granted to Mortgagee in this Mortgage or in any other Loan Document be deemed to constitute consideration for a waiver or release of, or otherwise be construed as a waiver or release of, the right of Mortgagee or any holder of a judgment on any indebtedness or obligation secured hereby to seek a deficiency judgment against Mortgagor, any Guarantor or other person personally liable for the Mortgage Indebtedness, whether pursuant to IC 32-29-7-5 or otherwise, which right to seek a deficiency judgment is hereby preserved, reserved and retained by Mortgagee for itself and its successors and assigns.

22. Marshalling. The Mortgagor hereby waives, in the event of foreclosure of this Mortgage or the enforcement by the Mortgagee of any other rights and remedies hereunder, any right otherwise available in respect to marshalling of assets which secure the Mortgage Indebtedness or to require Mortgagee to pursue its remedies against any other such assets.
23. Further Instruments. The Mortgagor shall execute, acknowledge and deliver any and all such further conveyances, documents, mortgages and assurances, and do or cause to be done all such further acts, as Mortgagee may reasonably require to confirm and protect the lien of this Mortgage or otherwise to accomplish the purposes hereof forthwith upon the request of Mortgagee, whether in writing or otherwise.
24. Notices. All notices, demands, requests, consents and other communications shall be delivered and shall be effective in the manner specified in the Loan Agreement.
25. Governing Law; Binding Effect; Definitions. This Mortgage, made in the State of Indiana, shall be construed according to the laws thereof and shall be binding upon Mortgagor and its successors and assigns and any subsequent owners of the Mortgaged Premises, and all of the covenants herein contained shall run with the land, and this Mortgage and all of the covenants herein contained shall inure to the benefit of Mortgagee, its successors and assigns. Terms used but not defined herein shall have the meanings ascribed thereto in the Loan Agreement.
26. Headings. The headings in this Mortgage are for convenience of reference only and shall not limit or otherwise affect the meaning of any provision of this Mortgage.
27. Fixture Filing. This Mortgage also constitutes a financing statement filed as a fixture filing under the Code with respect to goods which are or are to become fixtures relating to the Land and as to which Mortgagor is the debtor and record owner of the Land and Mortgagee is the secured party. It is to be recorded in the real estate records of the County in which the Land is located.
28. Construction Mortgage. This Mortgage secures an obligation incurred for the construction of improvements on the Land and constitutes a "construction mortgage" within the meaning of Section 9-334(h) of the Code (IC-26-1-9.1-334(h)).
29. Information Sharing. Mortgagee may provide, without any limitation whatsoever, any information or knowledge the Mortgagor may have about the Mortgagor or any matter relating to this Mortgage and any related documents to JPMORGAN CHASE BANK, N.A., or any of its subsidiaries or affiliates or their successors, or to any one or more purchasers or potential purchasers of this Mortgage or any related documents, and the Mortgagor waives any right to privacy the Mortgagor may have with respect to such matters. Mortgagor agrees that the Mortgagee may at any time sell, assign or transfer one or more interests or participations in all or any part of its rights or obligations in this Mortgage to one or more purchasers whether or not related to Mortgagee, including without limitation a Federal Reserve Bank.
30. Waiver of Jury Trial. EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B)

ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

31. Waiver of Special Damages. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE MORTGAGOR SHALL NOT ASSERT, AND HEREBY WAIVES, ANY CLAIM AGAINST THE MORTGAGEE, ON ANY THEORY OF LIABILITY, FOR SPECIAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES (AS OPPOSED TO DIRECT OR ACTUAL DAMAGES) ARISING OUT OF, IN CONNECTION WITH, OR AS A RESULT OF, THIS AGREEMENT OR ANY AGREEMENT OR INSTRUMENT CONTEMPLATED HEREBY, THE TRANSACTIONS, THE LOAN OR THE USE OF THE PROCEEDS THEREOF.
32. MAXIMUM SECURED AMOUNT OF FUTURE ADVANCES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, MORTGAGOR HEREBY ACKNOWLEDGES AND AGREES THAT THE OBLIGATIONS SECURED BY THIS MORTGAGE INCLUDE, AND THAT THIS MORTGAGE IS GIVEN TO SECURE (i) FUTURE ADVANCES THAT MAY BE MADE BY MORTGAGEE TO OR FOR THE BENEFIT OF MORTGAGOR, WHETHER MADE PURSUANT TO THE LOAN AGREEMENT OR OTHER LOAN DOCUMENTS, OR OTHERWISE AT THE OPTION OF MORTGAGEE, AND WHETHER MADE AFTER A REDUCTION TO A ZERO (0) OR OTHER BALANCE, OR MADE OTHERWISE, AND (ii) FUTURE MODIFICATIONS, EXTENSIONS, AND RENEWALS OF THE LOAN OR LOAN AGREEMENT AND ANY AND ALL OTHER INDEBTEDNESS SECURED BY THIS MORTGAGE, SUCH THAT THE LIEN OF THIS MORTGAGE WITH RESPECT TO ANY AND ALL OTHER SUCH FUTURE ADVANCES (TO THE MAXIMUM AMOUNT HEREINAFTER STATED), MODIFICATIONS, EXTENSIONS, AND RENEWALS, SHALL HAVE THE SAME PRIORITY, PURSUANT TO IC 32-29-1-10, TO WHICH THIS MORTGAGE OTHERWISE WOULD BE ENTITLED (UPON EXECUTION AND RECORDING) UNDER IC 32-21-4-1, WITHOUT REGARD TO WHETHER ANY SUCH FUTURE ADVANCE, MODIFICATION, EXTENSION, OR RENEWAL MAY OCCUR AFTER THIS MORTGAGE IS EXECUTED. THIS MORTGAGE SHALL SECURE ALL SUCH ADVANCES AND OBLIGATIONS TO MORTGAGEE OF EVERY KIND AND WHENEVER OCCURRING THAT MAY BE INCURRED BY MORTGAGOR AFTER THE EXECUTION OF THIS MORTGAGE ("FUTURE ADVANCES"), PROVIDED HOWEVER, THAT THE MAXIMUM SUM, INCLUDING FUTURE ADVANCES, SECURED BY THIS MORTGAGE AT ANY ONE TIME SHALL NOT EXCEED \$7,068,000, SUCH MAXIMUM SUM BEING STATED HEREIN PURSUANT TO AND IN ACCORDANCE WITH IC 32-29-1-10 AND NOT BEING A COMMITMENT BY MORTGAGEE TO MAKE FUTURE ADVANCES, AND PROVIDED FURTHER, THAT SAID MAXIMUM SUM (x) IS SUBJECT TO INCREASE OR DECREASE PURSUANT TO THE LOAN AGREEMENT, AND SHALL LIMIT ONLY THE PRINCIPAL, INCLUDING FUTURE ADVANCES OF PRINCIPAL, AND (y) SHALL NOT LIMIT THE SECURITY OF THIS MORTGAGE WITH RESPECT TO (I) INTEREST THAT ACCRUES ON THE PRINCIPAL INDEBTEDNESS AT THE RATES (INCLUDING DEFAULT RATE INTEREST) PROVIDED IN THE LOAN DOCUMENTS, (II) AMOUNTS ADVANCED OR INCURRED BY MORTGAGEE TO PAY TAXES, OTHER IMPOSITIONS, INSURANCE PREMIUMS, OR OTHER AMOUNTS TO PROTECT AND PRESERVE THE MORTGAGED PREMISES OR MORTGAGEE'S LIEN AND SECURITY INTERESTS THEREIN, UPON MORTGAGOR'S FAILURE TO TIMELY PAY OR PERFORM SAME, (III) EXPENSES INCURRED IN UPHOLDING OR ENFORCING THE LIEN OF THIS MORTGAGE, INCLUDING, BUT NOT LIMITED TO, THE EXPENSES OF ANY PROCEEDINGS TO PROSECUTE OR DEFEND THE RIGHTS AND LIEN CREATED BY THIS MORTGAGE, (IV) ANY AMOUNT, COSTS OR CHARGE TO WHICH MORTGAGEE BECOMES SUBROGATED,

UPON PAYMENT, WHETHER UNDER RECOGNIZED PRINCIPLES OF LAW OR EQUITY, OR UNDER EXPRESS STATUTORY AUTHORITY AND (V) PREPAYMENT PREMIUM OR CHARGES (IF ANY) AND ANY OTHER AMOUNT SECURED BY THIS MORTGAGE WHICH IF NOT LIMITED BY SUCH LIMITATION WOULD NOT RENDER THIS MORTGAGE INDEFINITE OR INCREASE THE AMOUNT OF MORTGAGE RECORDING TAXES, IF ANY, PAYABLE WITH RESPECT TO THIS MORTGAGE.

33. Additional State Law Provisions.

(a) After-Acquired Property. If, after the date of this Mortgage, Mortgagor acquires any property or interest therein that is located on, adjacent to, attached, connected or affixed to, or used in connection with the Mortgaged Premises, then it is intended and required under the granting clauses of this Mortgage that all such after-acquired property be encumbered by and subject to the lien and security interest of this Mortgage immediately upon its acquisition by Mortgagor and without any further mortgage, conveyance, assignment or transfer. Notwithstanding such intention, upon Mortgagee's request at any time Mortgagor shall execute, acknowledge and deliver any supplemental, additional or other instruments and assurances of title and will do or cause to be done anything further that is reasonably necessary for carrying out such intent of this Mortgage.

(b) Maturity Date. The date on which the final installment or payment of all of the Mortgage Indebtedness secured by this Mortgage is due is September 30, 2007, subject to acceleration under the terms of the Loan Agreement.

(c) Power of Sale. All references in this Mortgage to a "power of sale" or other non-judicial foreclosure are subject to the understanding that the exercise thereof is absolutely prohibited as to any foreclosure on real property under the laws of the State of Indiana (the state in which the Mortgaged Premises are located, herein called the "State") as of the date of this Mortgage; that any such power, right or remedy by which Mortgagee could conduct, require or enforce a sale or foreclosure of the Mortgaged Premises (other than personal property pursuant to UCC remedies) without judicial proceedings are currently unavailable to Mortgagee; and that, absent a change in State or federal law preceding and applicable to any foreclosure or sale pursuant to this Mortgage, all such references in this Mortgage shall be of no force or effect for any purpose whatsoever. If, after the date hereof, there shall be a change in the laws of the State (or federal law applicable to the State) allowing a power of sale or other non-judicial proceedings for foreclosure and sale of the Mortgaged Premises, then Mortgagor agrees that such a change in the law shall apply to this Mortgage and Mortgagee may exercise or institute such power of sale or non-judicial proceedings in the manner provided for under such modified law, provided that such application to this Mortgage is not be prohibited under such modified law.

(d) Additional Provision Regarding Foreclosure. With respect to any foreclosure sale of all or any of the Mortgaged Premises, Mortgagor agrees that:

(i) There is an irrebuttable presumption that the foreclosure sale price is equal to the fair market value of the Mortgaged Premises sold for purposes of calculating any deficiencies owed by Mortgagor, guarantors and others against whom recovery of a deficiency is sought, regardless of whether the purchaser at the foreclosure sale is the Mortgagee or any other person.

(ii) In the event the foregoing presumption shall not be applied for any reason, and the value of the Mortgaged Premises is determined by a court of competent jurisdiction for purposes of calculating any deficiencies owed by Mortgagor, guarantors and others against whom recovery of a deficiency may be sought, the following shall be considered

competent evidence for the finder of fact's determination of the fair market value of the Mortgaged Premises as of the date of the foreclosure sale:

(A) the Mortgaged Premises shall be valued in an "as is" condition as of the date of the foreclosure sale, without any assumption or expectation that the Mortgaged Premises will be repaired or improved in any manner before a resale of the Mortgaged Premises after foreclosure;

(B) the valuation shall be based upon an assumption that the foreclosure purchaser desires a prompt resale of the Mortgaged Premises for cash promptly (but no later than twelve months) following the foreclosure sale;

(C) all expenses to be incurred when Mortgagee or other purchaser resells the Mortgaged Premises including reasonable closing costs customarily borne by the seller in a commercial real estate transaction should be added to the Mortgage Indebtedness, including, without limitation, brokerage commissions, expenses of title insurance, survey, an environmental assessment and any necessary or appropriate testing and remediation of the Mortgaged Premises, tax prorrations, attorneys' fees, and marketing costs;

(D) the gross fair market value of the Mortgaged Premises shall be further discounted to account for any estimated holding costs associated with maintaining the Mortgaged Premises pending sale, including, without limitation, utilities expenses, property management fees, taxes and assessments (to the extent not accounted for in (C) above), and other maintenance expenses; and

(iii) any expert opinion testimony given or considered in connection with a determination of the fair market value of the Mortgaged Premises must be given by persons having at least five years experience in appraising improved property in the vicinity where the Mortgaged Premises is located and being actively engaged therein at the time of such testimony.

(e) Indiana Responsible Property Transfer Law. To the best of Mortgagor's knowledge, after diligent inquiry and investigation, none of the Mortgaged Premises is within the definition of the term "property" contained in IC 13-11-2-174 of the Indiana Responsible Property Transfer Law (the "IRPTL") (IC 13-25-3-1, et seq.), and the transaction evidenced by this Mortgage is not subject to the provisions of IRPTL, because none of the Mortgaged Premises:

(i) Contains one (1) or more facilities that are subject to reporting under Section 312 of the federal Emergency Planning and Community Right-to-Know Act of 1986 (42 U.S.C. 11022);

(ii) Is the site of one (1) or more underground storage tanks for which notification is required under 42 U.S.C. 6991a and IC 13-23-1-2(c)(8)(A); or

(iii) Is listed on the Comprehensive Environmental Response, Compensation and Liability Information System (CERCLIS) in accordance with Section 116 of CERCLA (42 U.S.C. 9616).

Mortgagor shall not allow any of the Mortgaged Premises to come within any of the foregoing clauses (i) through (iii), thereby becoming "property" subject to the IRPTL; provided, however, that, notwithstanding the foregoing representations, if at any time it shall be determined that any or all of the

Mortgaged Premises is "property" within the meaning of the IRPTL, then nothing contained herein is intended or shall be construed to relieve Mortgagor or any other person from any obligation under the IRPTL, as required as a result of the execution and delivery of this Mortgage (which constitutes a "transfer" as defined in IC 13-11-2-234), to furnish and record a disclosure document, as described and provided for in the IRPTL, with respect to the Mortgaged Premises.

[The balance of this page is intentionally left blank.]



IN WITNESS WHEREOF, Mortgagor has duly executed this Mortgage as of the day and year first above written.

NEC BROADWAY & 109<sup>th</sup> LLC, an Illinois limited liability company

By: [Signature]  
Print Name: Eric M. Maletsky  
Its: Manager

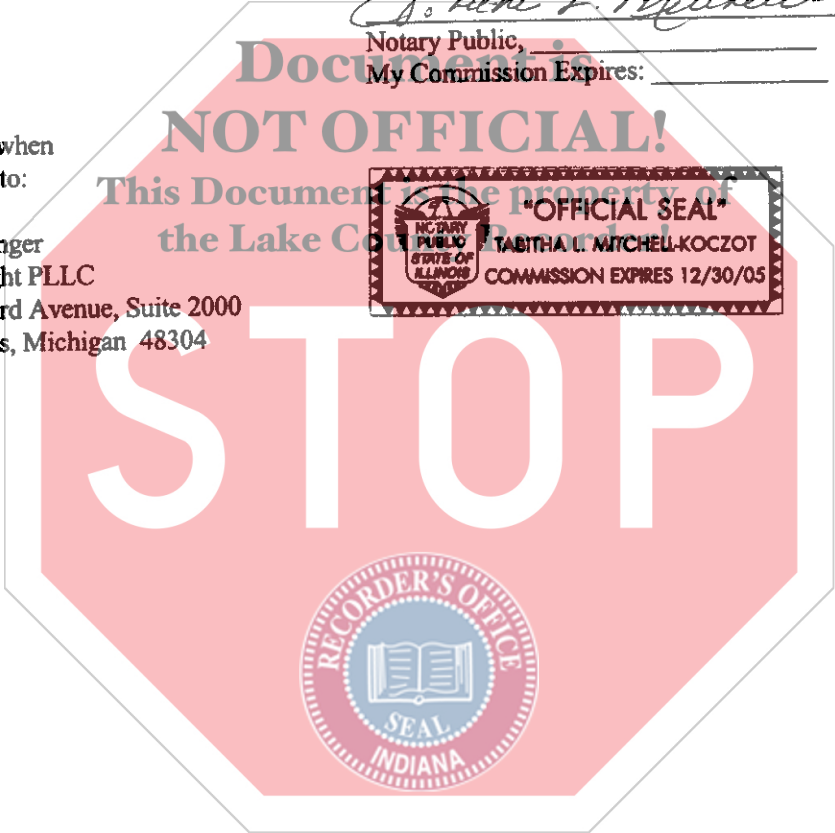
STATE OF ILLINOIS )  
 )SS.  
COUNTY OF COOK )

The foregoing instrument was acknowledged before me on this 28<sup>th</sup> day of September, 2005, by Eric M. Maletsky, the Manager of NEC BROADWAY & 109<sup>th</sup> LLC, an Illinois limited liability company, on behalf of said limited liability company.

[Signature]  
Notary Public, \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

Drafted by and when recorded return to:

Dawn Faxon Singer  
Dickinson Wright PLLC  
38525 Woodward Avenue, Suite 2000  
Bloomfield Hills, Michigan 48304  
(248) 433-7200





**EXHIBIT A**

**LEGAL DESCRIPTION**

Land situated in the City of Crown Point, Lake County, State of Indiana described as follows:

Parcel 1: Lot 6, Beacon Hill – Phase One, an Addition to the City of Crown Point, Indiana, as per plat thereof, recorded in Plat Book 97, page 46, in the Office of the Recorder of Lake County, Indiana.

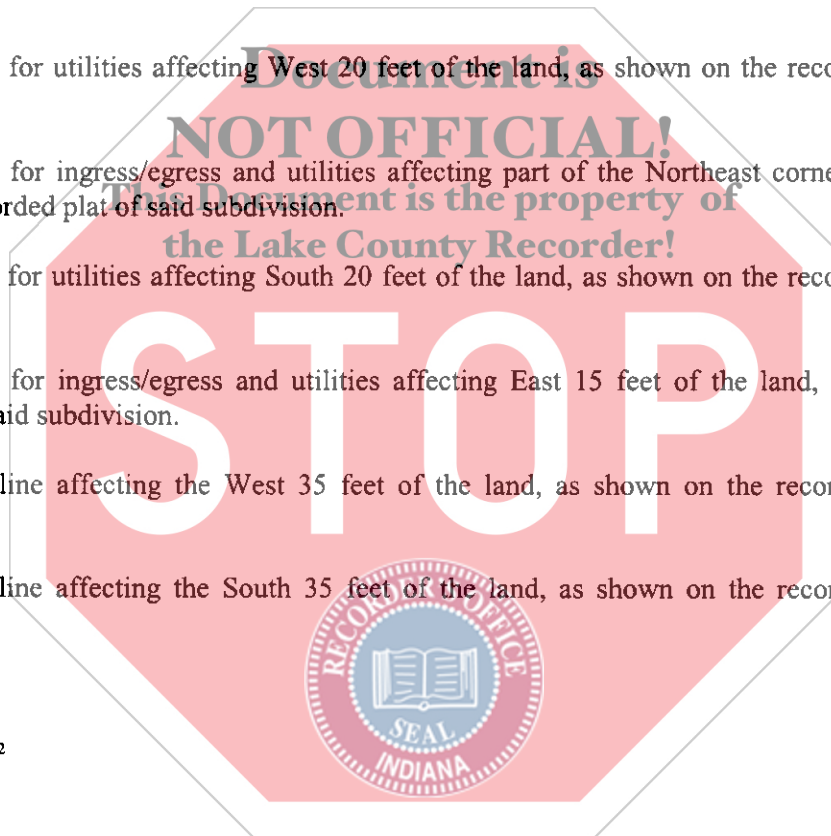
EASEMENT Parcel: Easements for Ingress/Egress for the benefit of Parcel 1, as granted on the plat of subdivision for Beacon Hill - Phase One, an Addition to the City of Crown Point, Indiana, recorded in Plat Book 97, Page 46 in the Office of the Recorder of Lake County, Indiana, over and across Lots 1, 2, 3, 4, 5, 7, 10, 11 and 13 Beacon Hill - Phase One, an Addition to the City of Crown Point, Indiana, as per plat thereof recorded in Plat Book 97, page 46, in the Office of the Recorder of Lake County, Indiana, together with the benefits of the Amended and Restated Beacon Hill Retail Center (Phase One) Declaration of Reciprocal Easements and Operating Covenants dated September 22, 2005, and recorded September 26, 2005, as Document No. 2005 084398 in the Office of the Recorder of Lake County, Indiana.



**EXHIBIT B**

**PERMITTED ENCUMBRANCES**

1. Terms, conditions and provisions contained in Amended and Restated Beacon Hill Retail Center (Phase One) Declaration of Reciprocal Easements and Operating Covenants dated September 22, 2005, and recorded September 26, 2005, as Document No. 2005 084398 in the Office of the Recorder of Lake County, Indiana, which amends and restates Beacon Hill Retail Center (Phase One) Declaration of Reciprocal Easements and Operating Covenants dated June 3, 2005, and recorded June 23, 2005, as Document No. 2005 051737, and an Assignment of Certain Common Area Maintenance Duties under the Beacon Hill Retail Center (Phase One) Declaration of Reciprocal Easements and Operating Covenants dated June 3, 2005 and recorded June 23, 2005, as Document NO. 2005 051741.
2. Easement for pipelines in favor of Indiana Pipe Line Company (now Buckeye Pipe Line Company) dated May 30, 1891 and recorded October 10, 1891 in Miscellaneous Record 9, page 408, and amended by Pipeline Right of Way and Release Agreement dated April 6, 2005, and recorded April 7, 2005, as Document No. 2005 027079.
3. Limited Access Line along the West side of the land, as shown on the recorded plat of subdivision.
4. Easement for utilities affecting West 20 feet of the land, as shown on the recorded plat of said subdivision.
5. Easement for ingress/egress and utilities affecting part of the Northeast corner of the land, as shown on the recorded plat of said subdivision.
6. Easement for utilities affecting South 20 feet of the land, as shown on the recorded plat of said subdivision.
7. Easement for ingress/egress and utilities affecting East 15 feet of the land, as shown on the recorded plat of said subdivision.
8. Building line affecting the West 35 feet of the land, as shown on the recorded plat of said subdivision.
9. Building line affecting the South 35 feet of the land, as shown on the recorded plat of said subdivision.



**DECLARATION**

I, the undersigned preparer of the attached document, in accordance with IC 36-2-7.5, do hereby affirm under penalties of perjury:

1. I have reviewed the attached document for the purpose of identifying and, to the extent permitted by law, redacting all Social Security numbers;
2. I have redacted, to the extent permitted by law, each Social Security number in the attached document.

I, the undersigned, affirm under the penalties of perjury, that the foregoing declarations are true.

Prepared for recording by  
Chicago Title Insurance Company

By:   
Signature

Stacey Prigge, Asst. Vice President  
Printed Name of Declarant