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STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2007 051822

2007 JUN 25 AM 9:34

MICHAEL A. BROWN  
RECORDER

ATTENTION: County Recorder of Lake County, Indiana

*cm620066876*

This instrument covers goods that are or are to become fixtures on the real property described herein and is to be filed for record in the records where mortgages on real estate are recorded. Additionally, this instrument should be appropriately indexed, not only as a mortgage, but also as a financing statement covering goods that are or are to become fixtures on the real property described herein. The Mortgagor is the "Debtor" and its name and mailing address are set forth in the preamble of this instrument. The "Secured Party" is the Mortgagee and its name and mailing address for which information concerning the security interest granted herein may be obtained are set forth in the preamble of this instrument.

Chicago Title Insurance Company

LEASEHOLD MORTGAGE, ASSIGNMENT OF RENTS,  
SECURITY AGREEMENT AND FINANCING STATEMENT

THIS LEASEHOLD MORTGAGE, ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FINANCING STATEMENT ("Mortgage") made this 30<sup>th</sup> day of April, 2007, between:

**Dyer Medical Partners, LLC**  
an Indiana Limited Liability Company  
401 Pennsylvania Parkway  
Indianapolis, Indiana 46280

("Mortgagor") and Geneva Leasing Associates, Inc., an Illinois corporation, 1525 Kautz Road, Suite 600, West Chicago, Illinois 60185, Attn: President ("Mortgagee" sometimes referred to as "Secured Party").

WITNESSETH:

The Mortgage is given to secure the payment of the principal sum of up to:

**Eleven Million Four Hundred Seventy Six Thousand and 00/100 Dollars**  
(\$11,476,000.00)

with interest, due on or before **October 30, 2009**, according to the terms of that certain Note of even date herewith (the "Note") issued by Mortgagor to the order of

*62-5  
GT-DG*

Mortgagee, and to secure the payment and performance of the Liabilities as defined herein and including the other indebtedness and the covenants herein contained.

1. Liabilities. For the purposes of this Mortgage, the Financing Agreement (“Agreement”) entered into between Mortgagor and Mortgagee, of even date herewith, the Note, and any guaranty, mortgage or security agreement given by any guarantor or other person (including Guarantor) and the other Loan Documents (as defined in the Agreement), “Liabilities” shall mean and include all of the following:

- (a) any and all payments due under the Note and any future modifications, extensions, renewals and replacements of the Note;
- (b) all indebtedness of any kind arising under, and all amounts of any kind which at any time become due or owing by Mortgagor under or with respect to the Agreement, the Mortgage, or the other Loan Documents;
- (c) all of the covenants, obligations and agreements of Mortgagor (and the truth of all representations and warranties whether contained in any Loan Documents or in any related statement, certificate, document, affidavit or other related writing) in, under or pursuant to the Loan Documents;
- (d) all advances, including future advances, costs or expenses including, but not limited to, such advances, costs or expenses paid or incurred by Mortgagee to protect any or all of the Collateral (as defined herein) or the collateral security defined or described in any of the Loan Documents, perform any obligation of the Mortgagor or collect any amount owing under the Loan Documents;
- (e) any and all other liabilities, obligations, and indebtedness and damages, howsoever created, arising or evidenced, direct or indirect, absolute or contingent, matured or unmatured, whether Mortgagor is liable primarily or secondarily, jointly or severally, recourse or nonrecourse, now or hereafter existing or due or to become due, owing by the Mortgagor to Mortgagee; and
- (f) all costs of enforcement and collection of this Mortgage, the Agreement, the Note, any Guaranty, or any other Loan Documents and otherwise in connection with any of the Liabilities.

“Liabilities” shall also mean and include all future obligations and advances made by Mortgagee to Mortgagor, however made, up to a maximum amount of Twenty-Two Million and 00/100 Dollars (\$22,000,000.00), and such future obligations and advances

shall be secured by this Mortgage to the same extent as if made on the date of execution of this Mortgage.

2. Collateral. To secure the timely payment and performance of the Liabilities, Mortgagor hereby assigns, transfers and conveys to Mortgagee its interest in the following property (collectively referred to herein as the "Collateral"):

(a) Mortgage. To secure the prompt performance and repayment of principal and payment of interest on the Note and all other Liabilities including any other indebtedness, obligations and covenants herein contained, Mortgagor hereby mortgages and warrants to Mortgagee, Mortgagor's interest in the real property lying in the **County of Lake, State of Indiana**, legally described on Exhibit A (the "Land") under a certain Ground Lease between Sisters of St. Francis Health Services, Inc., d/b/a St. Margaret Mercy Healthcare Centers, as Lessor, and Dyer Medical Partners, LLC, as Lessee ("Landlord"), dated December 12, 2006 (the "Ground Lease"), together with all of Mortgagor's interest in all improvements now or hereafter located upon the Land, and any and all other interests in or to the Land, including, but not limited to, the fee simple title thereto, which may hereafter be acquired by the Mortgagor (the leasehold interests of Mortgagor being hereinafter called the "Leasehold Interests") (collectively, the Improvements and the Leasehold Interests in the Land shall be referred to herein as the "Mortgaged Premises"). The Mortgaged Premises shall include:

- (i) all of the buildings, structures and other improvements now standing or at any time thereafter constructed or placed upon the Land;
- (ii) all building supplies and materials of any kind now or hereafter located on the Land suitable for incorporation into the improvements located on the Land or intended to be incorporated in such improvements;
- (iii) all heating, plumbing and lighting apparatus, motors, engines and machinery, electrical equipment, incinerator apparatus, air conditioning equipment, water and gas apparatus, pipes, faucets, and all other fixtures of every description which are now or may hereafter be installed or placed in any building or improvement now or hereafter located on the Land;
- (iv) all carpeting, draperies, furniture, furnishings, maintenance equipment and all other personal property of any kind



whatsoever that may now or hereafter be located in or used in connection with the use, operation, and maintenance of any buildings or improvements now or hereafter located on the Land;

- (v) all additions, accessions, increases, parts, fittings, accessories, replacements, substitutions, betterments, repairs and proceeds to any and all of the foregoing; and
- (vi) all privileges, hereditaments, easements, appurtenances, estates, rents, issues, profits, condemnation awards, insurance proceeds and other rights and interests now or hereafter belonging or in any way pertaining to the Land or to any building or improvement now or hereafter located thereon.

To have and to hold the Mortgaged Premises unto the Mortgagee, its successors and assigns forever. Provided, nevertheless, that this Mortgage is upon the express condition that if the principal of and interest on the Note and all other indebtedness including the Liabilities, shall be paid as and when due, and the Mortgagor shall also keep and perform all and singular the covenants herein contained on the part of the Mortgagor to be kept and performed, then this Mortgage and the estate hereby granted shall cease, become void and shall be released of record at the expense of the Mortgagor; otherwise this Mortgage shall remain in full force and effect.

The Mortgagor represents, warrants and covenants to and with the Mortgagee that it is lawfully seized of the Mortgaged Premises (including, but not limited to, the Leasehold Interests) and has good right and full power and authority under all applicable provisions of law to execute this Mortgage and to mortgage the Mortgaged Premises; that the Mortgaged Premises are free from all liens and encumbrances except those acceptable to Mortgagee as set forth in Exhibit B attached hereto (the "Permitted Encumbrances"); that the Mortgagee shall quietly enjoy and possess the Mortgaged Premises; that the Mortgagor will warrant and defend the title to the Mortgaged Premises against all claims, whether now existing or hereafter arising, not hereinbefore expressly excepted; and that all buildings and improvements now or hereafter located on the Land are, or will be, located entirely within the boundaries of the Land. The covenants of this paragraph shall run with the land, survive foreclosure of this Mortgage and be valid against Mortgagor or those claiming by,

under or through Mortgagor, from the date of recording this Mortgage.

- (b) Assignment of Leases and Rents. Mortgagor hereby sells, assigns, transfers and sets over to Mortgagee all leases including, but not limited to, the Ground Lease, now or hereafter affecting the Mortgaged Premises and all rents, profits or other income or payments due or to become due (the "Rent Assignment") with respect to the Mortgaged Premises, whether before or after foreclosure or during any redemption period, including the period of deficiency in repayment, during any receivership created hereunder as additional security for the repayment of the Note and all other Liabilities including any other indebtedness and covenants herein contained, and Mortgagor hereby further agrees that Mortgagee shall have the power, pursuant to this Mortgage, irrevocably to manage, control and lease the Mortgaged Premises to the fullest extent permitted by law. Upon the occurrence of an Event of Default, Mortgagee shall have the remedies set forth herein. The covenants of this paragraph shall run with the land, and be valid against Mortgagor or those claiming by, under or through Mortgagor, from the date of recording this Mortgage.

This Rent Assignment shall continue to be operative during the period of any foreclosure or other action to enforce this Mortgage, during any receivership created hereunder and during the period of redemption including the period of deficiency in the repayment of the amounts secured hereby. Mortgagor acknowledges that this Rent Assignment is given as collateral security only and shall not be construed as obligating Mortgagee to perform any of the covenants or undertakings required to be performed by Mortgagor that are contained in any such assigned leases. In the event of surrender or taking possession of the Mortgaged Premises by Mortgagee upon Mortgagor's default, Mortgagee may collect the rents and income therefrom, rent or lease the Mortgaged Premises or any portion thereof upon such terms and conditions as Mortgagee may deem, in its sole discretion, advisable and apply all proceeds derived therefrom to the payment of principal and interest on the Note or to other costs and expenses relating to the Mortgaged Premises including, but not limited to, taxes, insurance premiums, repairs and preservation costs and expenses.

- (c) Other Property. To secure the prompt performance and repayment of principal and payment of interest on the Note and all other Liabilities including any other indebtedness and the covenants herein contained, Mortgagor hereby pledges, sells, assigns,

transfers and grants to Mortgagee a first priority security interest in the following items of property:

- (i) all building supplies and materials, equipment, fixtures and furnishings (including, but not limited to, all motors, engines, boilers, elevators, machinery, heating, plumbing, incinerator and lighting apparatus, electrical equipment, heating and air conditioning equipment, water and gas apparatus, pipes, faucets, and all other fixtures of every description, plumbing, communication devices, stoves, refrigerators, carpeting, shades, awnings, screens, storm sashes, blinds and equipment, drapes, furniture, furnishings, maintenance equipment, goods and other personal property) now or hereafter located or intended to be located on the Mortgaged Premises of whatsoever type or nature whether now owned or hereafter acquired by Mortgagor, including all additions, accessions, increases, parts, fittings, accessories, replacements, repairs, betterments and substitutions thereto and proceeds thereof;
- (ii) all inventory, accounts, contract rights, instruments, documents, general intangibles, chattel paper and products and proceeds (including insurance proceeds) thereof arising from or in any way related to the use, occupation or operation of Mortgagor's businesses regarding the Mortgaged Premises or lease of inventory or space contained in the Mortgaged Premises or the conduct of Mortgagor's businesses related thereto, in all of Mortgagor's related books, records (whether in binders, computer disc or tape or otherwise) and general intangibles (including but not limited to any license, certificate of occupancy or operation that may be issued to or for the benefit of Mortgagor, and products or proceeds whether cash or non-cash thereof (including insurance proceeds); and
- (iii) in the case of each of the foregoing, including items whether now owned or hereafter acquired by Mortgagor including but not limited to all additions, accessions, replacements, repairs, and substitutions thereto and proceeds thereof (including insurance and tort claims).

Mortgagor hereby covenants and agrees that upon the occurrence of an Event of Default hereunder, Mortgagee may, in addition to any and all remedies and rights available at law or in equity, exercise all rights granted to it under the applicable version of the



Uniform Commercial Code, or other applicable law. A carbon, photograph or other reproduction of this Mortgage may be filed as a financing statement.

3. Security Agreement. For the purposes of satisfying any requirements of law regarding this security agreement:

- (a) The names and addresses of the Mortgagor as Debtor and the Mortgagee as Secured Party are stated on the first page of the Mortgage and the Mortgagor's state organizational identification number is 2006100300223;
- (b) The name and address of the record owner of the Mortgaged Premises is stated on the first page of the Mortgage;
- (c) This document covers goods which are or are to become fixtures;
- (d) Information concerning the security interest evidenced by this instrument may be obtained from the Secured Party at its address;
- (e) Mortgagor shall execute and if directed by Mortgagee shall file financing statements and do whatever Mortgagee requests to perfect and continue the Mortgagee's interest in the Collateral or the Mortgaged Premises or to otherwise carry out the intent of the Mortgage, all at Mortgagor's expense. No financing statement is now or will be on file in any public office with respect to the Collateral except the Mortgagee's pursuant to this Mortgage. Mortgagee is hereby appointed Mortgagor's attorney-in-fact to do, at Mortgagor's expense, all acts and things that Mortgagee may deem necessary to perfect and continue the security interest created by this Mortgage, and to obtain possession of and protect the Collateral; and
- (f) Upon the occurrence of an Event of Default, Mortgagee shall have the right, power and authority in its own name or in the name of Mortgagor to ask, demand, collect, receive, receipt for, sue for, compound and give acquittance for any of the Liabilities, including obligations or other amounts due or to become due under or with respect to the Mortgaged Premises or other Collateral or arising therefrom, with full power to settle, adjust or compromise any claim as fully as Mortgagor itself could do, and to endorse the name of Mortgagor on all commercial paper given in payment or part payment thereof, and in its discretion to file any claim or take any action or proceeding either in its own name or in the name of Mortgagor or otherwise, which Mortgagee may deem necessary or appropriate to collect any and all sums which may be or become

due or payable under the Collateral, or which may be necessary or appropriate to protect and preserve the right, title and interest of Mortgagee in and to such sums or security. The power of attorney hereby created is a power coupled with an interest with full power of substitution.

4. Covenants. Mortgagor makes and includes in this Mortgage any covenants or other provisions set forth in Indiana Law, or in any future Indiana Law providing for a statutory form of real estate mortgage, and Mortgagor covenants with Mortgagee the following covenants:

- (a) To warrant the title to the Mortgaged Premises and that Mortgagor is lawfully seized of said Mortgaged Premises and other Collateral and has good right to convey the same, and the Mortgaged Premises and other Collateral are free from all encumbrances except Permitted Encumbrances.
- (b) To pay the Liabilities when due.
- (c) To pay all taxes and assessments before penalty attaches for nonpayment.
- (d) To maintain insurance as provided in the Agreement.
- (e) To keep the Collateral in good repair, ordinary wear and tear excepted, and not to commit waste and to comply with the requirements of all applicable laws, ordinances and regulations and private restrictions.
- (f) To perform and observe the terms, conditions, agreements, or covenants set forth in the Agreement.
- (g) To pay all rent when due and perform all of the lessee's obligations under the Ground Lease so that no event of default shall occur thereunder.

5. Additional Covenants and Agreements of Mortgagor. Mortgagor makes the following additional covenants and agreements with Mortgagee:

- (a) Any award of damages under condemnation or payment in lieu hereof for injury to, or the taking of all or any part of the Collateral is hereby assigned to Mortgagee with authority to apply the proceeds on the Note. All such proceeds shall be applied first to accrued interest, if any, and then to the principal amount outstanding on the Note.



- (b) Any proceeds of any insurance payable by reason of loss or damage to the Collateral is hereby assigned and shall be paid to Mortgagee with authority to apply the proceeds in accordance with the provisions of the Agreement.
- (c) Mortgagor will hold Mortgagee harmless from all costs and expenses incurred in connection with establishing the priority of this Mortgage, and if Mortgagee becomes a party to any mechanic's lien suit or other proceeding relating to the Collateral or to this Mortgage, Mortgagor will reimburse Mortgagee for Mortgagee's reasonable attorneys' fees, costs and expenses in connection with said suit or proceeding.
- (d) Mortgagor will not sell, convey, mortgage, pledge, grant a security interest in or otherwise transfer or encumber all or any part of the Mortgaged Premises or the other Collateral (except for sale or trade-in of obsolete equipment and replacement with new equipment of comparable quality or sale of inventory in the ordinary course of business) or any interest therein except as may be expressly permitted (i) under the provisions of the Agreement (including any supplement) or (ii) with the prior written consent of Mortgagee.
- (e) Mortgagor will hold and apply tenants' security deposits, if any, as required by applicable law. Mortgagor will keep and perform the covenants of lessor under any leases or sub-leases covering the Mortgaged Premises and the covenants of a lessor and a licensor pursuant to applicable Law.
- (f) Mortgagor has good title, free from all security interests, liens and other encumbrances, to all fixtures and equipment and other Collateral mortgaged and secured hereby. No other financing statements or mortgages covering the Collateral is on file or recorded in any office.
- (g) Mortgagor has made and will make no assignment (except to Mortgagee) of any leases or rentals from the Collateral.
- (h) Mortgagor will promptly pay when due all charges for utilities or other services to the Mortgaged Premises and the other Collateral including, but not limited to, electricity, water, gas, telephone, sanitary sewer and trash and garbage removal, and upon request of Mortgagee, provide evidence of such payment.
- (i) If Mortgagor fails to pay taxes or assessments, charges, prior liens or encumbrances, expense or attorneys' fees as specified herein, the Mortgagee, for itself or its assigns, may pay such taxes,

assessments, prior liens, expenses, attorneys' fees, and all interest thereon, or effect such insurance, and sums so paid shall bear interest at the Default Rate (as defined in the Agreement) from the date of such payment until paid by Mortgagor, shall be an additional lien on the Collateral, and shall be immediately due and payable from the Mortgagor, and repayment thereof shall be secured by this Mortgage.

- (j) Mortgagee shall be entitled to inspect the Collateral at reasonable times during normal business hours and at all times during any emergency.
- (k) The Mortgaged Premises as improved on the date hereof comply, and shall so long as this Mortgage is in effect continuously comply, with all requirements of laws, requirements of any federal, state, county, city or other governmental authority having jurisdiction over the Mortgagor, the Mortgaged Premises and other Collateral including, but not limited to, any applicable zoning, occupational, safety and health, energy and environmental laws, ordinances and regulations; and the Mortgagor has obtained and will obtain all necessary consents, permits and licenses to construct, occupy and operate the Collateral, for its intended purposes.

6. Events of Default/Acceleration of Maturity. Subject to the Event of Default provisions of the Agreement regarding notice and the passage of time upon the occurrence of an Event of Default, Mortgagor agrees that at the option of Mortgagee and in addition to Mortgagee's right to accelerate the maturity of the indebtedness secured hereby, the entire remaining principal balance plus accrued interest and all other sums due and payable pursuant to the Loan Documents shall become immediately due and payable in full upon the occurrence of any of the following (each of which is hereby referred to as an "Event of Default"):

- (a) Failure by Mortgagor to make any payment on the Note when due;
- (b) The default by any Mortgagor in the performance of any other covenants or agreements contained herein which is not cured within the period of time provided in Section 10(b) of the Agreement with respect to the matters described therein;
- (c) The occurrence of an Event of Default under the Agreement or the other Loan Documents or any other agreement of any Mortgagor for money borrowed or property leased;
- (d) The voluntary or involuntary bankruptcy, reorganization, or insolvency of any Mortgagor;

- (e) the material modification or amendment by Mortgagor of the Ground Lease, or the early termination or expiration of the Ground Lease, without the prior written consent of Mortgagee; or
- (f) the occurrence of any default by Mortgagor under any term, covenant or agreement of Ground Lease or any other instrument, agreement or document executed in connection therewith and a failure to cure such default within the applicable cure period specified therein, if any.

7. Remedies. Upon the occurrence of any Event of Default and without regard to waste, adequacy of the security or solvency of Mortgagor, Mortgagee may, at its option, have and exercise the following remedies:

- (a) Apply to the Superior or Circuit Court of the county in which the Mortgaged Premises (or a part thereof) is located for the appointment of a receiver under Indiana Law, it being understood and agreed by Mortgagor that Mortgagee shall be entitled to the appointment of a receiver upon a showing that an Event of Default has occurred and is continuing under the terms of this Mortgage. A receiver so appointed shall apply all rents and profits and other income included in the Rent Assignment collected first as provided in accordance with the provision of the Mortgage and applicable law, and thereafter shall apply the rents and profits to the payment of the following items in the order indicated unless otherwise provided in the order, judgment or decree of any such court or as required by law: first, to any expenses related to the collection of such rents and profits; second, to the payment of amounts due under the Ground Lease and principal and interest on any prior liens or encumbrances; third, to the payment of interest and then principal on the Note; and fourth, to the payment of any other Liabilities then due and payable;
- (b) Collect all rents and profits from the occupants of the Mortgaged Premises and apply all rents and profits so collected in the same manner as is provided in subparagraph (a) above where the rents are collected pursuant to the appointment of a receiver. In the event Mortgagee exercises its rights under this subparagraph (b), Mortgagee shall not, solely by reason thereof, be deemed to be a mortgagee-in-possession of the Mortgaged Premises;
- (c) Upon the occurrence of any Event of Default, at the option of the Mortgagee, the entire indebtedness evidenced by the Note and all other Liabilities, together with interest thereon at the applicable rate provided in the Note shall, notwithstanding any provision



hereof and without demand or prior notice of any kind to the Mortgagor or to any other person, become immediately due and payable;

(d) The Mortgagor hereby waives all right to the possession, income, and rents of the Collateral from and after the occurrence of any Event of Default, and the Mortgagee is hereby expressly authorized and empowered, at and following any such occurrence, in its sole discretion, to enter into and upon and take possession of the Collateral or any part thereof, to complete any construction in progress thereon at the expense of the Mortgagor, to lease the same, to collect and receive all rents and to apply the same, less the necessary or appropriate expenses of collection thereof, either for the care, operation and preservation of the Collateral or, at the election of the Mortgagee in its sole discretion, to a reduction of such of the Liabilities in such order as the Mortgagee may elect. The Mortgagee, in addition to the rights provided under the Agreement, the Note, and the Loan Documents is also hereby granted full and complete authority to enter upon the Mortgaged Premises, to continue any and all outstanding contracts for the erection and completion of improvements to the Mortgaged Premises and other Collateral, to make and enter into any contracts and obligations wherever necessary in its own name, and to pay and discharge all debts, obligations and liabilities incurred thereby, all at the expense of the Mortgagor. All such expenditures by the Mortgagee shall be Liabilities. Upon the occurrence of any Event of Default, the Mortgagee may also exercise any or all rights or remedies under the Agreement, the Note and the other Loan Documents; or

(e) Upon the occurrence of any Event of Default, the Mortgagee shall also have the right immediately to foreclose this Mortgage. Upon the filing of any complaint for such purpose, the Mortgagor agrees that the court in which such complaint is filed shall, upon application of the Mortgagee at any time either before or after foreclosure sale, and without notice to the Mortgagor, or to any party claiming under the Mortgagor and without regard to the solvency or insolvency at the time of such application of any person then liable for the payment of any of the Liabilities, without regard to the then value of the Mortgaged Premises or other Collateral or whether the same shall be occupied, in whole or in part, as a homestead, by the owner of the equity of redemption, and without requiring any bond from the complainant in such proceedings, appoint a receiver for the benefit of the Mortgagee, with power to take possession, charge, and control of the Collateral, to lease the same, to realize on the Collateral, to keep

the buildings thereon insured and in good repair, and to collect all rents during the pendency of such foreclosure suit, and, in case of foreclosure sale and a deficiency, during any period of redemption. The court may, from time to time, authorize said receiver to apply the net amounts remaining in the hands of the receiver, after deducting reasonable compensation for the receiver and its counsel as allowed by the court, in payment (in whole or in part) of any or all of the Liabilities, including, but not limited to, the following, in such order of application as the Mortgagee may elect:

- (i) amounts due under the Note, this Mortgage, the Agreement, or the other Loan Documents;
- (ii) amounts due upon any decree entered in any suit foreclosing this Mortgage;
- (iii) costs and expenses of litigation and foreclosure upon the Collateral;
- (iv) insurance premiums, repairs, taxes, special assessments, water charges and interest, penalties and costs, in connection with the Collateral;
- (v) any other lien or charge upon the Collateral that may be or become superior to the lien of this Mortgage, or of any decree foreclosing the same; and
- (vi) all monies advanced by the Mortgagee to cure or attempt to cure any default by the Mortgagor in the performance of any obligation or condition contained in this Mortgage, the Agreement, the other Loan Documents, the Note or otherwise, to protect the security hereof provided herein, or in the Agreement or the other Loan Documents, with interest on such advances at the Default Rate; and
- (vii) all monies advanced by Mortgagee to complete construction of the Project as defined in the Agreement.

After applying the proceeds of any foreclosure sale or other disposition of the Mortgaged Premises or other Collateral to the payment of the Liabilities (including the items set forth above) and as required by applicable law, until the Liabilities have been paid in full, the surplus proceeds of sale or other disposition, if any, shall then be paid to the Mortgagor or upon reasonable request to any other person entitled thereto. This Mortgage may be foreclosed once against all, or successively against any portion or portions of the Mortgaged Premises or other Collateral, as the Mortgagee may elect, until all of the items of Collateral have

been foreclosed against and sold or otherwise disposed of. As part of the foreclosure, Mortgagee in its discretion may, with or without entry, personally or by the attorney, sell or otherwise dispose of to the highest bidder all or any part of the Collateral, and all right, title, interest, claim and demand therein, and the right of redemption thereof, as an entirety, or in separate lots, as Mortgagee may elect, and in one sale or disposition or in any number of separate sales or dispositions held at one time or at any number of times, all in any manner upon such notice as provided by applicable law. Upon the completion of any such sale or sales or other disposition, Mortgagee shall transfer and deliver or cause to be transferred and delivered, to the purchaser or purchasers the property so sold or otherwise disposed of, in the manner and form as provided by applicable law, and Mortgagee is hereby irrevocably appointed the true and lawful attorney-in-fact of Mortgagor, in its name and stead, to make all necessary transfers of property thus sold or otherwise disposed of, and for that purpose Mortgagee may execute and deliver, for and in the name of Mortgagor, all necessary instruments of assignment and transfer, Mortgagor hereby ratifying and confirming all that said attorney-in-fact shall lawfully do by virtue hereof. In the case of any sale or other disposition of the Mortgaged Premises or other Collateral pursuant to any judgment or decree of any court at public auction or otherwise, Mortgagee may become the purchaser, and for the purposes of making settlement for or payment of the purchase or acquisition price, shall be entitled to deliver over and use the Note and any Liabilities as described herein and in the Agreement in order that there may be credited as paid on the purchase or acquisition price the amount of those liabilities and obligations as is necessary to satisfy such purchase price. In case of any foreclosure of this Mortgage (or the commencement of or preparation therefor) in any court, all expenses of every kind paid or incurred by the Mortgagee for the enforcement, protection or collection of this security, including but not limited to repossessing, insuring, holding, repair and subsequent sale, lease or other disposition, court costs, attorneys' fees, stenographers' fees, costs of advertising, and costs of abstracts of title, tax histories or title insurance policies and any other documentary evidence of title, shall be paid by the Mortgagor and may be reimbursed or satisfied from the proceeds derived from the disposition of the Collateral. In the event of foreclosure the abstracts of title or title insurance shall become the property of Mortgagee.

Mortgagor further understands that upon the occurrence of an Event of Default the Mortgagee may take possession of the Collateral including but not limited to Collateral located on the Mortgaged Premises and dispose of the same by sale or otherwise in one or more parcels provided that at least ten days' prior notice of the time and place of a public sale or the time after which any private sale or other intended disposition is to be made is given to the Mortgagor, all as provided for by the Indiana Uniform Commercial Code, as the same may hereafter be amended, or by any law or statute hereafter enacted in substitution thereof. Mortgagee may by notice require Mortgagor to assemble the Collateral and make it available to Mortgagee at a place to be designated by the Mortgagee



which is reasonably convenient to Mortgagor and Mortgagee. Mortgagor agrees that for such purposes the Mortgaged Premises is such a place.

Except as expressly stated herein, Mortgagor hereby relinquishes, waives and gives up its rights, if any, to notice before sale of the personal property included in the Collateral, and expressly consents and agrees that such Collateral may be disposed of pursuant to the Uniform Commercial Code. Each right, power or remedy herein conferred upon the Mortgagee is cumulative, non-exclusive and in addition to every other right, power or remedy, express or implied, now or hereafter arising, available to Mortgagee, at law or in equity, or under any other agreement, and each and every right, power and remedy herein set forth or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient by the Mortgagee and shall not be a waiver of the right to exercise at any time thereafter any other right, power or remedy. No delay or omission by the Mortgagee in the exercise of any right, power or remedy arising hereunder or arising otherwise shall impair any such right, power or remedy or the right of the Mortgagee to resort thereto at a later date or be construed to be a waiver of any default or event of default under this Mortgage or the Note. The Mortgagor waives to the full extent lawfully allowed the benefit of any homestead, appraisement, evaluation, stay and extension laws now or herein in force. Mortgagor waives any rights available with respect to marshaling of assets so as to require the separate sales of any portion of the Collateral, or as to require the Mortgagee to exhaust its remedies against a specific portion of the Collateral before proceeding against the other and does hereby expressly consent to and authorize the sale or other disposition of the Collateral or any part thereof as a single unit or parcel or as separate parcels. Mortgagee shall have the right to dispose of all or any of the Collateral at public or private sale, including a public auction on the Land or where the Collateral is kept pursuant to the terms of this Mortgage.

IN THE EVENT OF THE SALE OF ANY PART OF THE MORTGAGED PREMISES OR OTHER COLLATERAL UNDER THE PROCEDURE FOR FORECLOSURE OF A MORTGAGE BY ADVERTISEMENT, AS PROVIDED BY APPLICABLE LAW, OR IN THE EVENT THE MORTGAGEE EXERCISES ITS RIGHTS UNDER THE RENT ASSIGNMENT, THE MORTGAGEE HEREBY WAIVES ANY RIGHT TO ANY NOTICE OTHER THAN THAT PROVIDED FOR SPECIFICALLY BY STATUTE, OR TO ANY JUDICIAL HEARING PRIOR TO SUCH SALE OR OTHER EXERCISE OF RIGHTS.

8. Hazardous Materials. Mortgagor covenants, represents and warrants to Mortgagee, its successors and assigns, that the Mortgaged Premises and the other Collateral and its existing and prior use comply with and have at all times complied with, and Mortgagor is not in violation of, has not violated and will not violate, in connection with the ownership, use, maintenance or operation of the Mortgaged Premises and the other Collateral and the conduct of the business related thereto, any applicable federal,

state, county or local statutes, laws, regulations, rules, ordinances, codes, standards, orders, licenses and permits of any governmental authorities relating to environmental matters (being herein collectively referred to as the "Environmental Laws"), and further covenants, represents and warrants that to the best of its knowledge and ability:

- (a) the Mortgaged Premises and other Collateral are in full compliance with the Clean Air Act, the Federal Water Pollution Control Act of 1972, the Resource Conservation and Recovery Act of 1976, and the Comprehensive Environmental Response, Compensation and Liability Act of 1980, and the Toxic Substances Control Act (including any amendments or extensions thereof and any rules, regulations, standards or guidelines issued pursuant to any of said Environmental Laws);
- (b) each of Mortgagor, its agents, employees and independent contractors, (i) has operated and will operate the Mortgaged Premises and the other Collateral and has received, handled, used, stored, treated, transported, and disposed of, and at all times will receive, handle, use, store, treat, transport and dispose of all petroleum products and all other toxic, dangerous or hazardous chemicals, materials, substances, pollutants and wastes, and any chemical, material or substance exposure to which is prohibited, limited or regulated by any federal, state, county, regional or local authority or which even if not so prohibited, limited or regulated, may or could pose a hazard to the health and safety of the occupants of the Mortgaged Premises or the occupants and/or owners of property near the Mortgaged Premises (all the foregoing being herein collectively referred to as "Hazardous Materials") in strict compliance with all applicable environmental, health or safety statutes, ordinances, orders, rules, standards, regulations or requirements and other Environmental Laws and (ii) subject to the provisions of the preceding clause (i), has removed and will remove, from the Mortgaged Premises all Hazardous Materials in the manner prescribed by the applicable Environmental Laws;
- (c) there are no existing or pending statutes, orders, standards, rules or regulations relating to environmental matters requiring any remedial actions or other work, repairs, construction or capital expenditures with respect to the Mortgaged Premises or other Collateral, nor has Mortgagor received any notice of any of the same;
- (d) no Hazardous Materials have been or will be released into the environment, or have been or will be deposited, spilled, discharged, placed or disposed of at, on or near the Mortgaged Premises, nor has or will the Mortgaged Premises or other

Collateral be used at any time by any person as a landfill or a disposal site for Hazardous Materials or for garbage, waste or refuse of any kind;

- (e) there are no electrical transformers or other equipment containing dielectric fluid containing polychlorinated biphenyls located in, on or under the Mortgaged Premises, nor is there any friable asbestos contained in, on or under the Mortgaged Premises, nor will Mortgagor permit the installation of same;
- (f) there are no locations off the Mortgaged Premises where Hazardous Materials generated by or on the Mortgaged Premises have been treated, stored, deposited or disposed of;
- (g) there is no fact pertaining to the physical condition of either the Mortgaged Premises or other Collateral or the area surrounding the Mortgaged Premises (i) which Mortgagor has not disclosed to Mortgagee in writing prior to the date of this Mortgage, and (ii) which materially adversely affects or will materially adversely affect the Mortgaged Premises or other Collateral or the use or enjoyment or the value thereof, or Mortgagor's ability to perform the transactions contemplated by this Mortgage;
- (h) the mortgaging of the Mortgaged Premises or transfer of a security interest in the other Collateral by Mortgagor to Mortgagee does not require notice to or the prior approval, consent or permission of any federal, state or local governmental agency, body, board or official;
- (i) no notices of any violation of any of the matters referred to in the foregoing sections relating to the Mortgaged Premises or other Collateral or its use have been received by Mortgagor and there are no writs, injunctions, decrees, orders or judgments outstanding, no lawsuits, claims, proceedings or investigations pending or, to Mortgagor's knowledge, threatened, relating to the ownership, use, maintenance or operation of the Mortgaged Premises or other Collateral, nor is there any basis for any such lawsuit, claim, proceeding or investigation being instituted or filed;
- (j) the Mortgaged Premises is not listed in the United States Environmental Protection Agency's National Priorities List of Hazardous Waste Sites nor any other log, list, schedule, inventory or record of Hazardous Material or Hazardous Waste sites whether maintained by the United States, any state or local governmental unit; and



- (k) the Collateral is in full compliance with all other applicable environmental standards or requirements.

The Mortgagor agrees to indemnify and reimburse the Mortgagee, its participants, successors and assigns, for any breach of these representations and warranties, and from any loss, damage, expense or cost arising out of or incurred by Mortgagee which is the result of a breach of, misstatement of or misrepresentation of the above covenants, representations and warranties, or for any loss, damage, expense or cost sustained as a result of there being located on, in or under on the Mortgaged Premises or other Collateral any Hazardous Materials or dangerous, toxic or hazardous pollutants, chemicals, wastes or substances, together with all attorneys' fees incurred in connection with the defense of any action against the Mortgagee arising out of the above; provided however, such indemnity shall not apply to the willful misconduct of the Mortgagee or to acts or omissions which occur subsequent to possession and control of the Mortgaged Premises by the Mortgagee. These covenants, representations, warranties and indemnities shall be deemed continuing covenants, representations, warranties and indemnities running with the land for, and inuring to, the benefit of the Mortgagee, and any participants, successors and assigns of the Mortgagee including any purchaser at a mortgage foreclosure sale, and transfer of the title of the Mortgagee or any subsequent purchase at a foreclosure sale or other disposition, and any subsequent owner of the Mortgaged Premises or other Collateral claiming through or under the title of Mortgagee and shall survive any foreclosure of this Mortgage and any acquisition of title of Mortgagee. The amount of all such indemnified loss, damage, expense or cost, shall bear interest thereon at the Default Rate and shall become additional indebtedness secured hereby and shall become immediately due and payable in full on demand of the Mortgagee, its participants, successors and assigns.

9. Miscellaneous. This Mortgage shall be effective as a fixture filing in accordance with, the Indiana version of the Uniform Commercial Code. This Mortgage shall be governed by and construed in accordance with the laws of the State of Indiana and shall inure to the benefit of Mortgagee, its successors and assigns. Whenever possible, each provision of this Mortgage shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Mortgage shall be prohibited by or unenforceable or invalid under applicable law, such provision shall be ineffective but only to the extent of such prohibition, unenforceability or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Mortgage. The captions and headings of the various sections of this Mortgage are for convenience only and are not to be construed as confining or limiting in any way the scope or intent of the provisions hereof. Whenever the context requires or permits the singular shall include the plural, the plural shall include the singular and the masculine, feminine and neuter shall be freely interchangeable. Any notice which any party hereto may desire or may be required to give to any other party shall be in writing and the mailing thereof by certified mail to their respective addresses as set forth herein, or to such other places any party hereto may hereafter by notice in writing designate, shall constitute service of notice hereunder. The liability of each party named as a Mortgagor under this Mortgage shall be joint and several.

10. Ground Lease.

(a) Ground Lease. Mortgagor is lessee under the Ground Lease. Mortgagor has delivered to Mortgagee a true copy of the Ground Lease and all amendments and modifications thereof and neither Mortgagor nor, to Mortgagor's knowledge, Landlord is in default thereunder. Mortgagor agrees that it will not, without the prior written consent of Mortgagee, amend, modify, cancel, terminate, forfeit, surrender, assign, subordinate, transfer or convey its interest in and to the Ground Lease hereinabove described or attempt to do so, nor unilaterally exercise any option contained therein (except as necessary to extend or renew the lease term). Any such amendment, modification, cancellation, termination, forfeiture, surrender, assignment, subordination, transfer or conveyance of the Ground Lease made without such consent shall be void. Mortgagor covenants and agrees to perform promptly all of its covenants and agreements in the Ground Lease, and agrees that the violation on its part of any covenant or agreement in the Ground Lease to be kept or performed by it shall constitute a breach of this Mortgage for which Mortgagee may, at its option, declare the entire principal debt immediately due and payable and proceed in accordance with the remedies afforded by this Mortgage. It is further agreed that Mortgagee may, at its option, perform the covenants and provisions of the Ground Lease for and on behalf of Mortgagor, at the expense of Mortgagor, but nothing herein contained shall be construed to require Mortgagee to so perform any such covenant or provision. Any amount advanced for such purpose by Mortgagee shall bear interest at the default rate then in effect under the Note, shall become a part of the debt secured hereby, and shall be payable on demand. Such performance on behalf of Mortgagor may be either before or after default at the option of Mortgagee. Mortgagor hereby agrees to send to Mortgagee, at such place and in the manner as herein provided for notices, a copy of any notice that Mortgagor sends to or receives from the Landlord with respect to the Ground Lease, the performance thereof, or defaults thereunder. Mortgagor hereby appoints the Mortgagee its true and lawful attorney-in-fact with full power of substitution in the premises to exercise on behalf of Mortgagor the renewal options provided under the Ground Lease, to execute any and all documents necessary or appropriate in connection therewith, and to do any act or thing in connection with the exercise of such renewal options which the Mortgagor might do in its own behalf. It is further understood and agreed that this power of attorney shall be deemed to be a power coupled with an interest and cannot be revoked. The power of attorney as herein granted shall not be affected by the disability or incapacity of the Mortgagor or any of its officers, directors or shareholders, nor by lapse of time, except that such power shall terminate when all Liabilities have been paid in full. At the reasonable request of Mortgagee, Mortgagor shall, from time to time, obtain estoppel certificates from Landlord. Mortgagor agrees that in the event the Mortgagor acquires any additional interest in the real estate and personal property that is subject to the Ground Lease, the Ground Lease shall not be extinguished by merger and the lien of this Mortgage shall extend to and include such interest.



(b) **New Ground Lease.** If Mortgagee or its designee shall acquire or obtain a new ground lease covering any portion of the Mortgaged Property (a "New Ground Lease"), Mortgagor shall have no right, title or interest whatsoever in or to such New Ground Lease, or any proceeds or income arising from the estate arising under such New Ground Lease, including, without limitation, from any sale or other disposition thereof. Mortgagee or its designee shall hold such New Ground Lease free and clear of any right or claim of Borrower.

(c) **Bankruptcy of Landlord.** The following shall apply to any proceeding (a "Bankruptcy") under the Federal Bankruptcy Code or comparable law ("Bankruptcy Law") in which Landlord is the debtor:

(i) **Notice.** Mortgagor shall notify Mortgagee promptly after learning of the commencement or threat of commencement of any Bankruptcy in which the Landlord is the debtor. Mortgagor promptly shall deliver to Mortgagee copies of any and all notices, summonses, pleadings, applications and other documents that Mortgagor receives in connection with any such Bankruptcy and any related proceedings.

(ii) **No Right to Elect to Treat Ground Lease as Terminated.** If Landlord rejects or disaffirms, or seeks or purports to reject or disaffirm, the Ground Lease pursuant to any Bankruptcy Law, then Mortgagor shall not exercise its right to treat the Ground Lease as terminated under Section 365(h) of the Federal Bankruptcy Code or any similar Bankruptcy Law, or any comparable right provided under any other Bankruptcy Law. Mortgagor's right under such circumstances to elect either to treat the Ground Lease as terminated or to retain its rights under the Ground Lease pursuant to Section 365(h) of the Federal Bankruptcy Code or any similar Bankruptcy Law, or any comparable right provided under any other Bankruptcy Law shall be hereinafter referred to as the "365(h) Election".

(iii) **Exercise of 365(h) Election.** Mortgagor shall exercise the 365(h) Election in favor of Mortgagor's remaining in possession under the Ground Lease at least five (5) business days prior to the last day on which the 365(h) Election may be exercised. Mortgagor hereby constitutes and appoints Mortgagee the true and lawful attorney-in-fact, coupled with an interest, of Mortgagor, empowered and authorized in the name, place and stead of Mortgagor to exercise the 365(h) Election in favor of Mortgagor's remaining in possession under the Ground Lease in the event Mortgagor fails to do so within the time period set forth above. The foregoing appointment is irrevocable and continuing and such rights, powers and privileges shall be exclusive in Mortgagee, its successors and assigns, so long as any part of the indebtedness and obligations secured hereby remain unpaid or undischarged. Mortgagor acknowledges that Mortgagor's resulting occupancy and other rights, as adjusted by the effect of Federal Bankruptcy Code Section 365, are part of the Mortgaged Property



and subject to the lien of this Mortgage. Mortgagor further acknowledges that exercise of the 365(h) Election in favor of terminating the Ground Lease would constitute waste prohibited by this Mortgage. Mortgagor acknowledges and agrees that the 365(h) Election is in the nature of a remedy available to Mortgagor under the Ground Lease, and is not an interest that Mortgagor can separate from the Ground Lease. Therefore, Mortgagor agrees and acknowledges that exercise of the 365(h) Election in favor of preserving the right to possession under the Ground Lease shall not be deemed to constitute Mortgagee's taking or sale of the Mortgaged Property (or any element thereof) and shall not entitle Mortgagor to any credit against the obligations secured hereby or otherwise impair Mortgagee's remedies hereunder or under any of the Loan Documents.

(iv) Right to Remain in Possession. If Landlord rejects or disaffirms the Ground Lease or purports or seeks to disaffirm the Ground Lease pursuant to any Bankruptcy Law, then: (1) Mortgagor shall remain in possession of the Mortgaged Property and shall perform all acts necessary for Mortgagor to remain in such possession for the unexpired term of the Ground Lease, whether the then existing terms and provisions of the Ground Lease require such acts or otherwise; and (2) all terms and provisions of this Mortgage and the lien created by this Mortgage shall remain in full force and effect and shall extend automatically to all of Mortgagor's rights and remedies arising at any time under, or pursuant to, Federal Bankruptcy Code Section 365(h), including, without limitation, all of Mortgagor's rights to remain in possession of the Mortgaged Property.

(v) Ground Rent Offset Rights. If pursuant to Federal Bankruptcy Code Section 365(h), or any other similar Bankruptcy Law, Mortgagor seeks to offset against rent owing under the Ground Lease ("**Ground Rent**") the amount of any claim for the payment of damages from Landlord's failure to perform under the Ground Lease, or rejection of the Ground Lease under any Bankruptcy Law (a "**Ground Lease Damage Claim**"), then Mortgagor shall notify Mortgagee of its intent to do so at least twenty (20) days before effecting such offset. Such notice shall set forth the amounts proposed to be so offset and the basis for such offset. If Mortgagee objects to all or any part of such offset, then Mortgagor shall not effect any offset of the amounts to which Mortgagee objects. If Mortgagee approves such offset, then Mortgagor may effect such offset as set forth in Mortgagor's notice. Neither Mortgagee's failure to object to, nor any objection or other communication between Mortgagor and Mortgagee that relates to, such offset shall constitute Mortgagee's approval of any such offset. Mortgagor shall indemnify Mortgagee against any loss or damage suffered by Mortgagee with respect to any offset against Ground Rent.

(vi) Section 363 Sale. If pursuant to Federal Bankruptcy Code Section 363, or any other similar Bankruptcy Law, Landlord seeks to sell any portion of the Mortgaged Premises free and clear of the Ground Lease,

Mortgagor shall immediately notify Mortgagee thereof and shall object to such sale at least five (5) business days prior to the last day on which such objection (the “**363 Objection**”) may be made in the Bankruptcy. Mortgagor hereby constitutes and appoints Mortgagee the true and lawful attorney-in-fact, coupled with an interest, of Mortgagor, empowered and authorized in the name, place and stead of Mortgagor to make the 363 Objection in the event Mortgagor fails to do so within the time period set forth above. The foregoing appointment is irrevocable and continuing and such rights, powers and privileges shall be exclusive in Mortgagee, its successors and assigns, so long as any part of the indebtedness and obligations secured hereby remain unpaid or undischarged.

The provisions of the Agreement shall supplement the provisions of this Mortgage. Unless defined herein capitalized terms used herein shall have the meanings ascribed to them in the Agreement.

IN WITNESS WHEREOF, the Mortgagor, or its authorized representative, has executed this Mortgage the day, month and year first appearing above.

[the remainder of this page is intentionally left blank,  
see following page for signature of party]







**EXHIBIT "A"**

**LEGAL DESCRIPTION**

PARCEL 1 (Office Building Parcel) : That part of the North Half of the Northwest Quarter of Section 13, Township 35 North, Range 10 West of the Second Principal Meridian described as follows: Commencing at the Southwest corner of the North Half of the Northwest Quarter of said Section 13; thence North 00 degrees 01 minutes 20 seconds West, along the West line of the Northwest Quarter of said Section 13, said line being the state line between Illinois and Indiana, a distance of 309.42 feet; thence North 89 degrees 58 minutes 40 seconds East, a distance of 17.94 feet to the point of beginning; thence North 00 degrees 09 minutes 18 seconds West, a distance of 192.33 feet; thence North 89 degrees 50 minutes 42 seconds East, a distance of 102.33 feet; thence South 00 degrees 09 minutes 18 seconds East, a distance of 192.33 feet; thence South 89 degrees 50 minutes 42 seconds West, a distance of 102.33 feet to the point of beginning, also known as Part of Lot 1, Mount Mercy Subdivision, as per plat thereof, recorded in Plat Book 55, page 33, in the Office of the Recorder of Lake County, Indiana.

PARCEL 2 (Easement Parcel): Easements only in favor of the insured and not others indicated as set out in the Access, Parking and Utility Easement Agreement by and between Sisters of St. Francis Health Services, Inc., an Indiana corporation d/b/a St. Margaret Mercy Healthcare Centers and Dyer Medical Partners, LLC, an Indiana limited liability company dated April 30, 2007 and recorded June 7, 2007 as Document Number 2007 0-16298 in the Office of the Recorder of Lake County, Indiana.

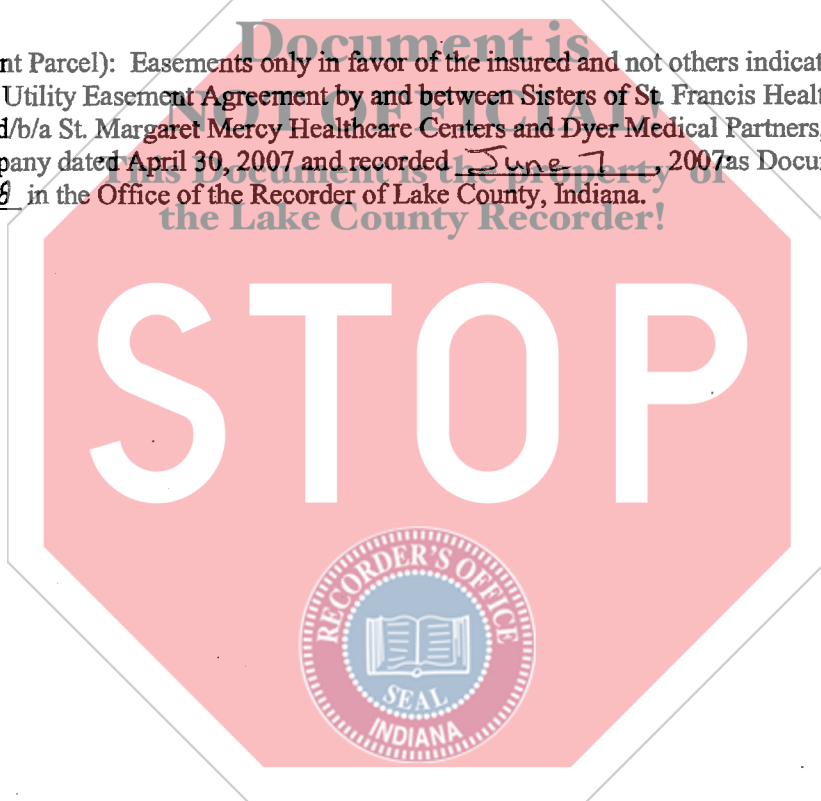


Exhibit B  
to  
Leasehold Mortgage, Assignment of Rents,  
Security Agreement and Financing Statement  
Between  
Dyer Medical Partners, LLC ("Mortgagor")  
and  
Geneva Leasing Associates, Inc. ("Mortgagee")

Permitted Encumbrances

1. Real estate taxes assessed for the year 2006 and due and payable in 2007 are a lien, but not yet due and payable and subsequent years, which are not a lien.
2. Rights of the public, the State of Indiana and the municipality in and to that part of the land, if any, taken or used for road purposes, including utility rights of way.
3. Easements, conditions, reservations and restrictions of record.
4. Ground Lease between Sisters of St. Francis Health Services, Inc., d/b/a St. Margaret Mercy Healthcare Centers, as Lessor, and Dyer Medical Partners, LLC, as Lessee ("Landlord"), dated December 12, 2006.

