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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

THIS INSTRUMENT PREPARED BY AND **2007-100164**
AFTER RECORDING SHOULD BE RETURNED TO:

2007 DEC 26 AM 8:44

MICHAEL A. BROWN
RECORDER

Joshua P. Hollingsworth, Esquire
BARNES & THORNBURG LLP
11 South Meridian Street
Indianapolis, Indiana 46204

**LEASEHOLD REAL ESTATE MORTGAGE, SECURITY AGREEMENT
AND FIXTURE FILING
(Lake County, Indiana)**

THIS LEASEHOLD REAL ESTATE MORTGAGE, SECURITY AGREEMENT AND FIXTURE FILING (this "Mortgage") is made this 13th day of December, 2007, by RWJ MUNSTER, LLC, an Indiana limited liability company having its principal office at 1010 Jorie Blvd. #322, Oak Brook, Illinois 60523 ("Mortgagor"), in favor of FIRST INDIANA BANK, N.A., having an address of 135 North Pennsylvania St., Suite 1900, Indianapolis, Indiana 46204 ("Mortgagee").

GRANTING CLAUSE:

FOR GOOD AND VALUABLE CONSIDERATION, including the extensions of credit and other financial accommodations made available to Mortgagor by Mortgagee that are described or referred to herein, Mortgagor hereby MORTGAGES, GRANTS, REMISES, RELEASES AND CONVEYS to Mortgagee and its successors and assigns, and conveys and grants to it and them a security interest in and lien upon, the following property, to-wit:

The leasehold estate and all other rights to the real estate located in Lake County, Indiana, which is described on Exhibit A attached hereto and incorporated herein by reference as though set forth herein in full (the "Property") in, to and under that certain Ground Lease by and between Peoples Bank, SB as Trustee under Trust No. 10244 dated March 13, 1998, as Lessor, and Amoco Oil Company ("Amoco"), as Lessee, dated September 24, 2001, which BP Products North America Inc., f/k/a Amoco, assigned to Mortgagor pursuant to that certain Purchase and Sale Agreement dated July 27, 2006 (the "Lease" and Mortgagor's estate and other rights in the Property being sometimes referred to as the "Leasehold Estate"); and

The personal property described on Exhibit B attached hereto and incorporated herein by reference as though set forth herein in full;

TOGETHER WITH, all rents, issues, profits, royalties, income and other benefits derived from the Property (collectively the "Rents"), subject to the right, power and authority hereinafter given to Mortgagor to collect and apply such rents;

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TOGETHER WITH, all leasehold estate, right, title and interest of Mortgagor in and to all leases or subleases covering the Property or any portion thereof now or hereafter existing or entered into, and all right, title and interest of Mortgagor thereunder, including, without limitation, all cash or security deposits, advance rentals, and deposits or payments of similar nature;

TOGETHER WITH, all right, title and interest of Mortgagor in and to all options to purchase or lease the Property or any portion thereof or interest therein, and any greater estate in the Property owned or hereafter acquired by Mortgagor;

TOGETHER WITH, all interests, estate or other claims, both at law and in equity, which Mortgagor now has or may hereafter acquire in the Property;

TOGETHER WITH, all easements, rights-of-way and rights used in connection therewith or as a means of access thereto, and all tenements, hereditaments and appurtenances thereof and thereto, and all water rights and shares of stock evidencing the same;

TOGETHER WITH, all rights, title and interest of Mortgagor, now owned or hereafter acquired, in and to any land lying within the right-of-way of any street, open or proposed, adjoining the Property, and any and all sidewalks, alleys and strips and gores or land adjacent to or used in connection with the Property;

TOGETHER WITH, any and all buildings and improvements now or hereafter erected thereon, including, but not limited to, the fixtures, attachments, appliances, equipment, machinery and other articles attached to said buildings and improvements, excluding the underground storage tanks and any associated piping, lines, siphons and ancillary equipment and containment systems used in connection with the storage, dispensing or use of motor fuel located at the Property but not owned by Mortgagor (the "Improvements");

TOGETHER WITH, all right, title and interest of Mortgagor in and to all fixtures owned by Mortgagor and now or at any time hereafter located on or at the Property or used in connection therewith and the personal property described on Exhibit B attached hereto and incorporated herein by reference as though set forth herein in full (collectively, the "Personal Property"); and

TOGETHER WITH, all the estate, interest, right, title, other claim or demand, including claims or demands with respect to the proceeds of insurance in effect with respect thereto, which Mortgagor now has or may hereafter acquire in the Property, and any and all awards made for the taking by eminent domain, or by any proceedings or purchase in lieu thereof, of the whole or any part of the Mortgaged Property (as hereinafter defined), including, without limitation, any awards resulting from a change of grade of streets and awards for severance damages.

The Property, Improvements, Personal Property and all interests therein and appurtenant thereto as above described, are collectively hereinafter referred to as the "Mortgaged Property".

SECURED OBLIGATIONS:

The lien and security interest on and in the Mortgaged Property conveyed and granted to Mortgagee hereby shall secure the performance of Mortgagor's payment and other obligations to Mortgagee with respect to or under each of the following (collectively, the "Secured Obligations"):

(a) indebtedness in the principal amount of Eleven Million Six Hundred Twelve Thousand Five Hundred Dollars (\$11,612,500), plus interest thereon, evidenced by a certain Mortgage Note dated of even date with this Mortgage (the "Mortgage Note") and payable in full on or before December 13, 2012, executed by Mortgagor and payable to the order of Mortgagee, which

by this reference is hereby made a part hereof, and any and all modifications, amendments, restatements, extensions and renewals thereof. A copy of the Mortgage Note is attached hereto as Exhibit D;

(b) all obligations of Mortgagor under this Mortgage;

(c) all obligations of Mortgagor or the other Borrowers (as defined in the Credit Agreement) under that certain Credit Agreement between Mortgagor and Mortgagee dated as of even date herewith, as the same may be hereafter modified, amended or restated from time to time (the "**Credit Agreement**"), and under all other instruments and agreements executed by Mortgagor in connection herewith or therewith including, without limitation the Loan Documents (as defined in the Credit Agreement), the Mortgage Note, the Letter of Credit Note in the principal amount of Two Hundred Thousand (\$200,000), and the Line of Credit Note in the principal amount of Two Million Dollars (\$2,000,000); and

(d) payment of all sums advanced by Mortgagee to protect or preserve the Mortgaged Property or to defend this Mortgage, with interest as provided in the Credit Agreement.

This Mortgage, the Credit Agreement, the Mortgage Note, and all other instruments securing the payment and performance of any indebtedness or obligation thereunder or secured hereby, are collectively referred to herein as the "**Loan Instruments**".

Article 1. REPRESENTATIONS AND COVENANTS OF MORTGAGOR

Mortgagor hereby represents and warrants to and covenants with Mortgagee as follows:

Section 1.1 Payment of Secured Obligations. Mortgagor will pay when due and timely perform the Secured Obligations, subject to any applicable grace periods and notice requirements provided in the Loan Instruments.

Section 1.2 Maintenance, Repair, Alterations. Mortgagor will do or cause to be done the following: keep the Mortgaged Property in good condition and repair, and not remove, except as herein provided, or demolish (except such alterations as may be required by laws, ordinances or regulations), any of the Improvements without the prior written consent of Mortgagee; complete promptly and in good and workmanlike manner any building or other improvement which may be constructed on the Property and subject to available insurance proceeds, promptly restore in like manner any Improvement which may be damaged or destroyed thereon, and pay when due all claims for labor performed and materials furnished therefor; comply with all laws, ordinances, regulations, covenants, conditions and restrictions now or hereafter affecting the Mortgaged Property or any part thereof or requiring any alterations or improvements; not commit or permit any waste or deterioration of the Mortgaged Property; keep and maintain abutting grounds, sidewalks, roads, parking and landscape areas in good and neat order and repair; comply with the provisions of any lease, if this Mortgage is on a leasehold; and not commit, suffer or permit any act to be done in or upon the Mortgaged Property in violation of any law, ordinance or regulation.

Section 1.3 Required Insurance. Mortgagor will at all times provide, maintain and keep in force, or cause to be provided, maintained and kept in force, the following policies of insurance:

(a) casualty insurance against loss or damage to the Mortgaged Property by fire and any of the risks covered by insurance of the type now known as "fire and extended coverage," in an amount not less than the full replacement cost of the Improvements and

Personal Property (exclusive of the cost of excavations, foundations and footings below the lowest basement floor) (the policies of insurance carried in accordance with this clause (a) shall contain the "Replacement Cost Endorsement");

(b) commercial general liability insurance (including coverage for elevators and escalators, if any, on the Mortgaged Property) on an "occurrence basis" against claims for "personal injury" including, without limitation, bodily injury, death or property damage occurring on, in or about the Mortgaged Property, such insurance to afford immediate minimum protection to a limit of One Million Dollars (\$1,000,000) per occurrence with respect to personal injury or death to any one or more persons or damage to property;

(c) during the course of any construction or repair of improvements on the Property, builder's completed value risk insurance in form and amount reasonably acceptable to Mortgagee;

(d) worker's compensation insurance (including employer's liability insurance, if requested by Mortgagee) for all employees of Mortgagor in such amount as is customarily maintained by companies engaged in business similar to that of Mortgagor, or, if such limits are established by law, in such amounts;

(e) flood insurance, if and to the extent required by law;

(f) if requested by Mortgagee, such other insurance, in such amounts and insuring such hazards, as may from time to time be customarily maintained by companies engaged in business similar to that of Mortgagor.

Mortgagee shall be listed as an additional insured under the insurance required under Section 1.3(b) and (c) above. The insurance required by Section 1.3(a) and (d) shall include a standard mortgagee clause in favor of and in form acceptable to Mortgagee. All policies of insurance required by the terms of this Mortgage shall contain an endorsement or agreement by the insurer that any loss shall be payable in accordance with the terms of such policy notwithstanding any act or negligence of Mortgagor which might otherwise result in forfeiture of said insurance and the further agreement of the insurer waiving all rights of set off, counterclaim or deductions against Mortgagor.

Section 1.4 Delivery of Policies, Payment of Premiums. All policies of insurance required hereunder shall be issued by companies and in amounts in each company customarily maintained by companies engaged in business similar to that of Mortgagor. All such policies of insurance shall have attached thereto a lender's loss payable endorsement for the benefit of Mortgagee in form satisfactory to Mortgagee. Mortgagor shall furnish Mortgagee with an original policy, certified copies or certificates of all policies of required insurance. If Mortgagee consents to Mortgagor providing any of the required insurance through blanket policies carried by Mortgagor and covering more than one location, then Mortgagor shall furnish Mortgagee with a certificate of insurance for each such policy setting forth the coverage, the limits of liability, the name of the carrier, the policy number, and the expiration date. Within ten (10) days of Mortgagee's receipt of a notice of cancellation or expiration of insurance, Mortgagor shall furnish Mortgagee with evidence satisfactory to Mortgagee of the payment of premium and the reissuance of a policy continuing insurance in force as required by this Mortgage. All such policies shall contain a provision that such policies will not be canceled, amended, altered, changed or modified, nor shall any coverage therein be reduced, deleted, amended, modified, changed or canceled by either the party named as the insured or the insurance company issuing the policy, without at least thirty (30) days prior written

notice to Mortgagee. In the event Mortgagor fails to provide, maintain, keep in force or deliver and furnish, or cause to be provided, maintained and kept in force or delivered and furnished, to Mortgagee any of the policies of insurance required by this Mortgage, Mortgagee may procure such insurance or single-interest insurance for such risks covering Mortgagee's interest, and Mortgagor will pay or reimburse Mortgagee for the payment of all premiums thereon promptly upon demand by Mortgagee, and until such payment is made by Mortgagor the amount of all such premiums paid by Mortgagee, together with interest thereon at the highest default rate applicable with respect to any of the Secured Obligations, shall be secured by this Mortgage. Upon the occurrence and during the continuance of an event of default hereunder, Mortgagor shall (a) deposit with and pay to Mortgagee in monthly installments an amount equal to one-twelfth (1/12) of the estimated aggregate annual insurance premiums on all policies of insurance required by this Mortgage, and (b) cause all bills, statements or other documents relating to the foregoing insurance premiums to be sent or mailed directly to Mortgagee. Upon receipt of such bills, statements or other documents, and providing Mortgagor has deposited sufficient funds with Mortgagee pursuant to this Section 1.4, Mortgagee shall pay such amounts as may be due thereunder out of the funds so deposited with Mortgagee. If at any time and for any reason the funds deposited with Mortgagee are or will be insufficient to pay such amounts as may then or subsequently be due, Mortgagee shall notify Mortgagor and Mortgagor shall immediately deposit an amount equal to such deficiency with Mortgagee. Notwithstanding the foregoing, nothing contained herein shall cause Mortgagee to be deemed a trustee of said funds or to be obligated to pay any amounts in excess of the amount of funds deposited with Mortgagee pursuant to this Section 1.4. Mortgagee may commingle said insurance deposits with its own funds and Mortgagor shall be entitled to no interest or other earnings thereon.

Section 1.5 Casualty Losses and Insurance Proceeds.

(a) Upon the occurrence of any casualty resulting in damage or destruction to the Mortgaged Property or any part thereof (a "Loss"), Mortgagor shall give prompt written notice thereof to Mortgagee. In the event of such Loss or damage, all proceeds of insurance payable on account thereof shall be payable to Mortgagee, and Mortgagor hereby authorizes and directs any affected insurance company to make payment of such proceeds directly to Mortgagee. Mortgagee is hereby authorized and empowered by Mortgagor to settle, adjust or compromise any claims for loss, damage or destruction under any policy or policies of insurance; provided, Mortgagee will obtain Mortgagor's input in connection therewith.

(b) So long as no uncured event of default (however defined therein) exists beyond any applicable notice and cure periods under the terms of any of the Loan Instruments and such damage or destruction to the Mortgaged Property can be repaired in a reasonable time and in any event prior to the latest maturity date of any of the Secured Obligations, such proceeds shall be made available to restore the Mortgaged Property to the same condition as existed immediately prior to such Loss. In the event such proceeds are insufficient to effect such restoration, Mortgagee shall have no obligation to make such proceeds available to restore the Mortgaged Property unless Mortgagor furnishes satisfactory evidence of the availability of funds to complete such restoration. In the event that such insurance proceeds exceed the total cost of restoration, such excess proceeds shall be retained by Mortgagee and applied to the outstanding balance of the Secured Obligations. Any insurance proceeds that are to be applied under the terms of this Mortgage for restoration of the Mortgaged Property shall be disbursed by Mortgagee in accordance with standard disbursement procedures for construction loans.

Section 1.6 Assignment of Policies Upon Foreclosure. In the event of foreclosure of this Mortgage or other transfer of title or assignment of the Mortgaged Property in extinguishment, in whole or in part, of the Secured Obligations, all right, title and interest of Mortgagor in and to all policies of insurance required by this Mortgage shall inure to the benefit of and pass to the successor in interest to Mortgagor or the purchaser or grantee of the Mortgaged Property.

Section 1.7 Indemnification; Subrogation; Waiver of Offset.

(a) Mortgagor will indemnify and hold harmless Mortgagee from and against any and all losses, liabilities, suits, obligations, fines, damages, judgments, penalties, claims, charges, costs and expenses (including reasonable attorneys' fees and disbursements) which may be imposed on, incurred or paid by or asserted against Mortgagee by reason or on account of, or in connection with, (i) the construction, repair or alteration of the Mortgaged Property, (ii) any negligence, willful misconduct or other acts of Mortgagor, or any of its contractors, subcontractors, servants, employees, licensees or invitees, (iii) any accident, injury, death or damage to any person or property occurring in, on or about the Mortgaged Property or any street, drive, sidewalk, curb or passageway adjacent thereto, (iv) any violation of Environmental Laws (as defined in Section 1.20) or any release, spill or other contamination of or from Hazardous Materials (as defined in Section 1.20) of, relating to or emanating from the Mortgaged Property, or (v) any other event, circumstance or transaction arising out of or in any way connected with the Mortgaged Property or the Loan Instruments, except in each case enumerated above any liability or expense attributable to Mortgagee's own willful misconduct or negligence. Any amount payable to Mortgagee under this Section shall be deemed a demand obligation, shall be part of the Secured Obligations, and shall bear interest at the highest default rate applicable to any of the Secured Obligations from the date of payment by Mortgagee until the date of repayment. Mortgagor's obligations under this Section shall not be affected by the absence or unavailability of insurance covering the same or by the failure or refusal by any insurance carrier to perform any obligation on its part under any such policy of insurance. If any claim, action or proceeding is made or brought against Mortgagee which is subject to the indemnity set forth in this Section, Mortgagor shall resist or defend against the same, if necessary, by attorneys for Mortgagor's insurance carrier (if the same is covered by insurance) or otherwise by attorneys reasonably acceptable to Mortgagee. Notwithstanding the foregoing, Mortgagee, in its discretion, may engage its own attorneys to resist or defend, or assist therein, and Mortgagor shall pay, or, on demand, shall reimburse Mortgagee for the payment of, the reasonable fees and disbursements of said attorneys.

(b) Mortgagor waives any and all right to claim or recover against Mortgagee, its officers, employees, agents and representatives, for loss of or damage to Mortgagor, the Mortgaged Property, Mortgagor's property or the property of others under Mortgagor's control, from any cause insured against or required to be insured against by the provisions of this Mortgage, unless the same is caused by the willful misconduct or negligence of Mortgagee.

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

similar taking of the Mortgaged Property or any part thereof; (ii) any restriction or prevention of or interference with any use of the Mortgaged Property or any part thereof; (iii) any title defect or encumbrance or any eviction from the Mortgaged Property or any part thereof by title paramount or otherwise; (iv) any bankruptcy, insolvency, reorganization, composition, adjustment, dissolution, liquidation or other like proceeding relating to Mortgagor, or any action taken with respect to this Mortgage by any trustee or receiver of Mortgagor, or by any court, in any such proceeding; (v) any claim which Mortgagor has or might have against Mortgagee; (vi) any default or failure on the part of Mortgagee to perform or comply with any of the terms hereof or of any other agreement with Mortgagor; or (vii) any other occurrence whatsoever, whether similar or dissimilar to the foregoing; whether or not Mortgagor shall have notice or knowledge of any of the foregoing. Except as expressly provided herein, to the extent permitted by applicable law Mortgagor waives all rights now or hereafter conferred by statute or otherwise to any abatement, suspension, deferment, diminution or reduction of any sum secured hereby and payable by Mortgagor.

Section 1.8 Taxes and Impositions.

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

(b) If at any time after the date hereof there shall be assessed or imposed (i) a tax or assessment on the Mortgaged Property in lieu of or in addition to the Impositions payable by Mortgagor pursuant to subsection (a) hereof, or (ii) a license fee, franchise fee, tax or assessment imposed on Mortgagee and measured by or based in whole or in part upon the amount of the outstanding Secured Obligations, then all such taxes, assessments or fees shall be deemed to be included within the term "Impositions" as defined in subsection (a) hereof, and Mortgagor shall pay and discharge the same as herein provided with respect to the payment of Impositions. Anything to the contrary herein notwithstanding, Mortgagor shall have no obligation to pay any franchise, estate, inheritance, income, intangibles, excess profits or similar tax levied on Mortgagee or on the Secured Obligations.

(c) Subject to the provisions of subsection (d) of this Section 1.8, Mortgagor covenants to furnish Mortgagee, within twenty (20) days after Mortgagee's written request to Mortgagor, official receipts of the appropriate taxing authority, or other proof satisfactory to Mortgagee, evidencing the payments of any such Impositions that were due and payable.

(d) Mortgagor shall have the right before any delinquency occurs to contest or object to the amount or validity of any such Imposition by appropriate legal proceedings, but this shall not be deemed or construed in any way as relieving, modifying or extending Mortgagor's covenant to pay any such Imposition at the time and in the manner provided in this Section 1.8 unless Mortgagor has given prior written notice to Mortgagee of Mortgagor's intent to so contest or object to an Imposition and unless, at Mortgagee's sole option, either (i) Mortgagor shall demonstrate to Mortgagee's satisfaction that the legal proceedings shall conclusively operate to prevent the sale of the Mortgaged Property, or any part thereof, to satisfy such Imposition prior to final determination of such proceedings, (ii) Mortgagor shall furnish a good and sufficient bond or surety as requested by and satisfactory to Mortgagee, or (iii) Mortgagor shall have provided a good and sufficient undertaking as may be required or permitted by law to accomplish a stay of such proceedings.

(e) Upon the occurrence and during the continuance of an event of default hereunder, Mortgagor shall pay to Mortgagee, on the first (1st) day of each month, an amount equal to one-twelfth (1/12) of the annual Impositions reasonably estimated by Mortgagee to be payable with respect to the Mortgaged Property. In such event, Mortgagor further agrees to cause all bills, statements or other documents relating to Impositions to be sent or mailed directly to Mortgagee. Upon receipt of such bills, statements or other documents, and providing Mortgagor has deposited sufficient funds with Mortgagee pursuant to this Section 1.8, Mortgagee shall pay such amounts as may be due thereunder out of the funds so deposited with Mortgagee. If at any time and for any reason the funds deposited with Mortgagee are or will be insufficient to pay such amounts as may then or subsequently be due, Mortgagee shall notify Mortgagor and Mortgagor shall immediately deposit an amount equal to such deficiency with Mortgagee. Notwithstanding the foregoing, nothing contained herein shall cause Mortgagee to be deemed a trustee of said funds or to be obligated to pay any amounts in excess of the amount of funds deposited with Mortgagee pursuant to this Section 1.8. Mortgagee shall not be obliged to pay or allow any interest on any sums held by Mortgagee pending disbursement or application hereunder, and Mortgagee may impound or reserve for future payment of Impositions such portion of such payments as Mortgagee may in its absolute discretion deem proper, applying the balance on the principal of or interest on the Secured Obligations. Should Mortgagor fail to deposit with Mortgagee (exclusive of that portion of said payments which has been applied by Mortgagee on the principal of or interest on the Secured Obligations) sums sufficient to fully pay such Impositions at least thirty (30) days before delinquency thereof, Mortgagee may, at Mortgagee's election, but without any obligation so to do, advance any amounts required to make up the deficiency, which advances, if any, shall be secured hereby and shall be repayable to Mortgagee as herein elsewhere provided, or at the option of Mortgagee the latter may, without making any advance whatever, apply any sums held by it upon any obligation of Mortgagor secured hereby. Should any default occur or exist on the part of Mortgagor in the payment or performance of any of Mortgagor's obligations under the terms of the Loan Instruments, Mortgagee may, at any time at Mortgagee's option, apply any sums or amounts in its hands received pursuant hereto, or as rents or income of the Mortgaged Property or otherwise, upon any indebtedness or obligation of Mortgagor secured hereby in such manner and order as Mortgagee may elect. The receipt, use or application of any such sums paid by Mortgagor to Mortgagee hereunder shall not be construed to affect the maturity of any

indebtedness secured by this Mortgage or any of the rights or powers of Mortgagee under the terms of the Loan Instruments or any of the obligations of Mortgagor under this Mortgage.

Section 1.9 Utilities. Mortgagor will pay or cause to be paid when due all utility charges which are incurred by Mortgagor for the benefit of the Mortgaged Property or which may become a charge or lien against the Mortgaged Property for gas, electricity, water or sewer services furnished to the Mortgaged Property and all other assessments or charges of a similar nature, whether public or private, affecting the Mortgaged Property or any portion thereof, whether or not such taxes, assessments or charges are liens thereon.

Section 1.10 Actions Affecting Mortgaged Property. Mortgagor will appear in and contest any action or proceeding purporting to affect the security hereof or the rights or powers of Mortgagee; and will pay all costs and expenses, including costs of evidence of title and reasonable attorney's fees, in any such action or proceeding in which Mortgagee may appear.

Section 1.11 Actions by Mortgagee to Preserve Mortgaged Property. Should Mortgagor fail to make any payment or do any act as and in the manner provided in any of the Loan Instruments beyond applicable notice and cure periods, Mortgagee, in its own discretion, without obligation so to do and without notice to or demand upon Mortgagor and without releasing Mortgagor from any obligation, may make or do the same in such manner and to such extent as may be deemed by Mortgagee to be necessary or advisable to protect the security hereof. In connection therewith (without limiting its general powers), Mortgagee shall have and is hereby given the right, but not the obligation, (i) to enter upon and take possession of the Mortgaged Property in accordance with applicable law, (ii) to make additions, alterations, repairs and improvements to the Mortgaged Property which it may consider necessary or proper to keep the Mortgaged Property in good condition and repair, (iii) to appear and participate in any action or proceeding affecting or which may affect the security hereof or the rights or powers of Mortgagee, (iv) to pay, purchase, contest or compromise any encumbrance, claim, charge, lien or debt which in the judgment of it may affect or appears to affect the security of this Mortgage or be prior or superior hereto, and (v) in exercising such powers, to pay necessary expenses, including employment of counsel or other necessary or desirable consultants. Mortgagor shall, immediately upon demand therefor by Mortgagee, pay all costs and expenses incurred by Mortgagee in connection with the exercise by Mortgagee of the foregoing rights, including, without limitation, costs of evidence of title, court costs, appraisals, surveys, environmental assessment or remediation activities, and reasonable attorneys' fees.

Section 1.12 Survival of Warranties. Mortgagor will fully and faithfully satisfy and perform the obligations of Mortgagor contained in the Credit Agreement, and each agreement of Mortgagor incorporated by reference therein or herein, and any modification or amendment thereof. All representations, warranties and covenants of Mortgagor contained therein or incorporated therein by reference shall survive the advances evidenced by the promissory notes secured hereby and shall remain continuing obligations, warranties and representations of Mortgagor during any time when any portion of the Secured Obligations remain outstanding.

Section 1.13 Eminent Domain.

(a) Should the Mortgaged Property, or any part thereof or interest therein, be taken or damaged by reason of any exercise of the right of eminent domain or condemnation proceeding ("Condemnation"), or should Mortgagor receive any notice or other information regarding any such proceeding, Mortgagor shall give prompt written notice thereof to Mortgagee. Mortgagee shall be entitled to all compensation, awards and other payments or

relief in connection with any Condemnation, and shall be entitled at its option to commence, appear in and prosecute in its own name any such action or proceeding. All such compensation, awards, damages, rights of action and proceeds awarded to Mortgagor (the "Proceeds") are hereby assigned to Mortgagee and Mortgagor agrees to execute such further assignments of the Proceeds as Mortgagee may require.

(b) In the event any portion of the Mortgaged Property is so taken or damaged by Condemnation, so long as an event of default does not exist hereunder, Mortgagee shall apply all such Proceeds, after deducting therefrom all costs and expenses (regardless of the particular nature thereof and whether incurred with or without suit), including reasonable attorneys' fees, incurred by it in connection with such Condemnation, to the improvement, restoration or reconstruction of the Mortgaged Property subject to the standard disbursement procedures of Mortgagee for construction loans.

Section 1.14 Additional Security. In the event Mortgagee at any time holds additional security for any of the Secured Obligations, it may enforce the sale thereof or otherwise realize upon the same, at its option, either before or concurrently with or after a sale is made hereunder.

Section 1.15 Successors and Assigns. This Mortgage applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns.

Section 1.16 Inspections. Upon reasonable notice to Mortgagor, Mortgagee and its agents, representatives and workmen, are authorized to enter at any reasonable time upon or in any part of the Mortgaged Property for the purpose of inspecting the same and for the purpose of performing any of the acts it is authorized to perform under the terms of any of the Loan Instruments so long as such entry onto the Mortgaged Property does not interfere with the Mortgagor's business operations.

Section 1.17 Liens. Mortgagor will pay or cause to be paid when due and promptly discharge, at Mortgagor's cost and expense, all liens, encumbrances and charges upon the Mortgaged Property or any part thereof or interest therein, other than the Permitted Exceptions (as defined in Section 1.22), provided that the existence of any mechanic's, laborer's, materialmen's, supplier's, or vendor's lien or right thereto shall not constitute a violation of this Section if payment is not yet due under the contract which is the foundation thereof and if such contract does not postpone payment for more than fifty-five (55) days after the performance thereof. Mortgagor shall have the right to contest in good faith the validity of any such lien, encumbrance or charge, provided Mortgagor shall first deposit with Mortgagee a bond or other security satisfactory to Mortgagee in such amounts as Mortgagee shall reasonably require, but not more than one and one-half times the amount of the claim, and provided further, that Mortgagor shall thereafter diligently proceed to cause such lien, encumbrance or charge to be removed and discharged. If Mortgagor shall fail to discharge or fail to have caused the discharge any such lien, encumbrance or charge, then, in addition to any other right or remedy of Mortgagee, Mortgagee may, but shall not be obligated to, discharge the same, either by paying the amount claimed to be due, or by procuring the discharge of such lien by depositing in court a bond for the amount claimed or otherwise giving security for such claim, or in such manner as is or may be prescribed by law. Any sums so expended by Mortgagee shall be secured as part of the Secured Obligations, shall be payable to Mortgagee on demand, and shall be payable with interest thereon at the highest default rate applicable to any of the Secured Obligations.

Section 1.18 Mortgagee's Powers. Without affecting the liability of any other person liable for the payment of any Secured Obligations, and without affecting the lien or charge of this

Mortgage upon any portion of the Mortgaged Property not then or theretofore released as security for the full amount of all unpaid Secured Obligations, Mortgagee may from time to time and without notice (i) release any person so liable, (ii) extend the maturity or alter any of the terms of any such obligation, (iii) grant other indulgences, (iv) release or reconvey, or cause to be released or reconveyed at any time at Mortgagee's option, any parcel, portion or all of the Mortgaged Property, (v) take or release any other or additional security for any obligation herein mentioned, or (vi) make compositions or other arrangements with debtors in relation thereto.

Section 1.19 Tradenames. At the request of Mortgagee, Mortgagor shall execute a certificate in form satisfactory to Mortgagee listing the tradenames under which Mortgagor intends to operate the Mortgaged Property, and representing and warranting that Mortgagor does business under no other tradenames with respect to the Mortgaged Property. Mortgagor shall immediately notify Mortgagee in writing of any change in said tradenames, and will, upon request of Mortgagee, execute any additional financing statements and other certificates requested by Mortgagee to reflect the change in tradename.

Section 1.20 Environmental Indemnity. Mortgagor agrees to do or cause to be done the following:

(i) conduct and complete all investigations, studies, sampling and testing, and all remedial removal and other actions necessary to clean up and remove all Hazardous Materials (as hereinafter defined) on, under, from or affecting the Mortgaged Property in accordance with all applicable federal, state and local laws, ordinances, rules, regulations and policies, and in accordance with the orders and directives of all federal, state and local governmental authorities; provided, however, Mortgagor shall be permitted to store, use and sell Hazardous Materials on the Mortgaged Property to the extent the same is used in the ordinary course of Mortgagor's business; and

(ii) defend, indemnify and hold harmless Mortgagee, its employees, agents, officers and directors from and against any claims, demands, penalties fines, liabilities, settlements, damages, costs or expenses of whatever kind or nature, including reasonable attorneys' fees, fees of environmental consultants and laboratory fees, known or unknown, contingent or otherwise arising out of or in any way related to:

(1) the presence, disposal, release or threatened release of any Hazardous Materials on, over, under, from or affecting the Mortgaged Property or the soil, water, vegetation, buildings, personal property, persons or animals thereon; subject to Mortgagor being permitted to store, use and sell Hazardous Materials on the Mortgaged Property to the extent the same is used in the ordinary course of Mortgagor's business;

(2) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to such Hazardous Materials;

(3) any lawsuit brought or threatened, settlement reached or governmental order relating to such Hazardous Materials; and/or

(4) any violation of laws, orders, regulations, requirements or demands of government authorities, which are based upon or in any way related to such Hazardous Materials.

The indemnity obligations under this Section are specifically limited as follows:

(A) Mortgagor shall have no indemnity obligations with respect to Hazardous Materials that are first introduced to the Property or any part of the Property by a party other than Mortgagor subsequent to the date that Mortgagor's interest in and possession of the Property shall have ended or have been fully terminated by foreclosure of any mortgage held by Mortgagee or acceptance by Mortgagee of a deed in lieu of foreclosure or other collateral liquidation procedure; and

(B) Mortgagor shall have no indemnity obligation with respect to Hazardous Materials that are first introduced to the Property by Mortgagee, its successors or assigns.

In the event the Mortgage is foreclosed or Mortgagor tenders a deed in lieu of foreclosure, Mortgagor shall deliver the Mortgaged Property to Mortgagee so that the condition of the Mortgaged Property shall conform in all material respects with all applicable federal, state and local laws, ordinances, rules or regulations affecting the Mortgaged Property. For purposes of this Mortgage, "Hazardous Materials" includes, without limitation, any existing and future asbestos, polychlorinated biphenyls and petroleum products and any flammable explosives, radioactive materials, hazardous materials, hazardous wastes, regulated, hazardous or toxic substances, infectious materials or related materials defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 USC §9601, et seq.), the Hazardous Materials Transportation Act, as amended (49 USC §1801 et seq.), the Resource Conservation and Recovery Act, as amended (42 USC §6901 et seq.) and in the regulations adopted and publications promulgated pursuant thereto, or any other federal, state or local governmental law, ordinance, rule or regulation concerning health, safety and protection of, or regulation of the discharge of substances into, the environment. The provisions of this paragraph shall be in addition to any and all other obligations and liabilities Mortgagor may have to Mortgagee at common law and shall survive the repayment of all sums due under the Mortgage Note and the other Loan Instruments and the satisfaction of all of the other obligations of Mortgagor hereunder and under the other Loan Instruments.

Section 1.21 Required Notices. Mortgagor shall, within seven (7) days after the occurrence thereof, notify Mortgagee in writing of the occurrence of any of the following:

- (a) a fire or other casualty causing loss or damage to all or any portion of the Mortgaged Property;
- (b) receipt of notice of eminent domain proceedings or condemnation affecting all or any portion of the Mortgaged Property;
- (c) receipt of notice or other written or oral communication from any governmental or regulatory authority relating to the ownership, structure, use, condition, leasing or occupancy of all or any portion of the Mortgaged Property (including but not limited to notices or communications regarding environmental matters); or

(d) commencement of any litigation or proceeding in which an adverse ruling would materially and adversely affect the Mortgaged Property or the financial condition of Mortgagor, or a zoning proceeding affecting all or any portion of the Mortgaged Property.

Section 1.22 **Mortgagor's Leasehold Interest.** Except as described on Exhibit C attached hereto, Mortgagor represents that it is lawfully seized of a leasehold interest in the Property; that it has a good right to convey the interests in the Mortgaged Property hereby conveyed; that the Mortgaged Property is free from all liens and encumbrances, except those matters more particularly described in Exhibit C attached hereto and incorporated herein by reference (the "**Permitted Exceptions**"); and that Mortgagor will warrant and defend the title to the Mortgaged Property against all claims made thereon other than Permitted Exceptions.

Section 1.23 **Compliance with Law and Regulations.** Mortgagor represents and warrants that to Mortgagor's actual knowledge, the Mortgaged Property and the current use thereof are, and covenants that they will hereafter be conducted and remain, in full compliance with the Permitted Exceptions and with all applicable zoning, building, subdivision, environmental, land use and other governmental laws, rules, regulations and requirements, including, without limitation, the provisions of the Americans with Disabilities Act of 1990. All licenses, approvals and permits necessary in connection with Mortgagor's operation, use and occupancy of the Mortgaged Property have been issued and are and shall be hereafter maintained in full force and effect without violation thereof.

Article 2. ASSIGNMENT OF RENTS, ISSUES AND PROFITS

Section 2.1 **Assignment of Rents.** Mortgagor hereby assigns and transfers to Mortgagee all the rents, issues and profits of the Mortgaged Property, and hereby grants to and confers upon Mortgagee the right, power and authority to collect such rents, issues and profits after the occurrence and during the continuance of an event of default (however defined therein) under any of the Loan Instruments. Mortgagor irrevocably appoints Mortgagee its true and lawful attorney-in-fact, at the option of Mortgagee at any time and from time to time after the occurrence and during the continuance of any such event of default, to demand, receive and enforce payment, to give receipts, releases and satisfactions, and to sue, in the name of Mortgagor or Mortgagee, for all such rents, issues and profits and apply the same less costs and expenses of collection, including reasonable attorneys' fees, to the Secured Obligations. Mortgagor shall have the right to collect such rents, issues and profits (but not more than two months in advance) at any time that Mortgagee has not elected to do so hereunder. The assignment of the rents, issues and profits of the Mortgaged Property in this Article 2 is intended to be an absolute assignment from Mortgagor to Mortgagee and not merely the passing of a security interest.

Section 2.2 **Assignment of Leases.** Mortgagor hereby assigns and transfers to Mortgagee as additional security for the payment of the Secured Obligations, all present and future leases and subleases of all or any part of the Mortgaged Property and agrees to execute and deliver, at the request of Mortgagee, all such further assurances and assignments of such leases and subleases as Mortgagee shall from time to time require. Mortgagee shall not be obligated to perform or discharge, nor does it hereby undertake to perform or discharge, any obligation, duty or liability under any leases. Mortgagor shall and does hereby agree to indemnify and hold Mortgagee harmless of and from any and all liability, loss or damage which it may or might incur under said leases or under or by reason of the assignment thereof and of and from any and all claims and demands whatsoever which may be asserted against it by reason of any alleged obligations or undertakings on

its part to perform or discharge any of the terms, covenants or agreements contained in said leases, unless caused by the negligence or willful misconduct of Mortgagee. Should Mortgagee incur any such liability, loss or damage, under said leases or under or by reason of the assignment thereof, or in the defense of any claims or demands, the amount thereof, including costs, expenses and reasonable attorneys' fees, shall be secured hereby, and Mortgagor shall reimburse Mortgagee therefor immediately upon demand.

Section 2.3 Application of Income Received by Mortgagee. Mortgagee, in the exercise of the rights and powers hereinabove conferred upon it in Section 2.1 or Section 2.2 hereof, shall have full power to use and apply the avails, rents, issues and profits of the Mortgaged Property to the payment of or on account of the following, in such order as Mortgagee may determine:

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

(b) to the payment of Impositions now due or which may hereafter become due on the Mortgaged Property;

(c) to the payment of all repairs, decorating, renewals, replacements, alterations, additions, betterments, and improvements of the Property, and of placing the Mortgaged Property in such condition as will, in the judgment of Mortgagee, make it readily rentable; and

(d) to the payment of any of the Secured Obligations, including any deficiency which may exist after a foreclosure sale.

Article 3. SECURITY AGREEMENT

Section 3.1 Creation of Security Interest. To further secure Mortgagor's payment and performance of the Secured Obligations, Mortgagor hereby grants to Mortgagee a security interest in the Personal Property and the Improvements located on or at the Property and in all products and proceeds thereof and all replacements, modifications, additions, improvements, accessions, betterments, substitutions, replacements, annexations, accessories, parts and the like now in, attached to or which may hereafter at any time be placed in or added to any of the Personal Property, including without limitation, any and all property of similar type or kind hereafter located on or at the Property (collectively, the "Personal Property Collateral").

Section 3.2 Representations, Warranties and Covenants of Mortgagor. Mortgagor hereby represents, warrants and covenants as follows:

(a) Except for the security interest granted hereby, Mortgagor is, and as to portions of the Personal Property Collateral to be acquired after the date hereof will be, the sole owner of the Personal Property Collateral, free from any adverse lien, security interest, encumbrance or adverse claims thereon of any kind whatsoever except Permitted Exceptions and except as provided otherwise in the Loan Instruments. Mortgagor will notify Mortgagee

of, and will defend the Personal Property Collateral against, all claims and demands of all persons at any time claiming the same or any interest therein.

(b) Except as otherwise permitted by the Loan Instruments, and except such portions or items of Personal Property Collateral which are damaged, destroyed, consumed, replaced or worn out in ordinary usage, all of which shall be promptly repaired or replaced by Mortgagor, Mortgagor will not lease, sell, convey or in any manner transfer or dispose of the Personal Property Collateral without the prior written consent of Mortgagee.

(c) The Personal Property Collateral is not being acquired and will not be used for personal, family or household purposes.

(d) The Personal Property Collateral will be kept on or at the Property and Mortgagor will not remove the Personal Property Collateral from the Property without the prior written consent of Mortgagee, except in the ordinary course of Mortgagor's business.

(e) Mortgagor will promptly notify Mortgagee in writing of any change in its place of business as set forth in the beginning of this Mortgage.

(f) Mortgagor is an Indiana limited liability company, and shall not change its state of formation or existence without the written consent of Mortgagee.

(g) Mortgagor authorizes Mortgagee to file one or more financing statements and renewals and amendments thereof pursuant to the Uniform Commercial Code of Illinois in form satisfactory to Mortgagee, and will pay the cost of filing the same in all public offices wherever filing is deemed by Mortgagee to be necessary or desirable.

(h) This Mortgage constitutes a "security agreement", a "financing statement" and a "fixture filing" (with respect to goods which are or are to become fixtures with respect to the Property) as those terms are used in and for purposes of the Indiana Uniform Commercial Code. The mailing addresses of Mortgagor and Mortgagee, and the address of Mortgagee from which information concerning the security interest granted herein may be obtained, are set forth on the first page of this Mortgage.

Article 4. DEFAULT AND REMEDIES UPON DEFAULT

Section 4.1 **Events of Default.** Each of the following shall constitute an "event of default" hereunder:

(a) a "Default" or an event of default (however defined therein) shall occur under any of the Loan Instruments;

(b) a writ of execution or attachment or any similar process shall be issued or levied against all or any part of the Mortgaged Property, or any judgment involving monetary damages shall be entered against Mortgagor which shall become a lien on the Mortgaged Property or any portion thereof or interest therein, and such execution, attachment or similar process or such judgment is not released, bonded, satisfied, vacated or stayed within sixty (60) days after its entry or levy unless such execution, attachment or similar process or such judgment cannot reasonably be released, bonded, satisfied, vacated or stayed within such sixty (60) day period, as determined by Mortgagee in its reasonable discretion, and Mortgagor is diligently pursuing such release, bonding, satisfaction, vacation

or stay, then Mortgagor shall have an additional thirty (30) day period to cure such release, bonding, satisfaction, vacation or stay; or

(c) except as otherwise permitted in the Loan Instruments, the sale, assignment, conveyance, mortgage or other transfer by Mortgagor of all or any interest in (either legal or equitable, and including, without limitation, a lien or security interest thereon or therein) the Mortgaged Property without the prior written consent thereto of Mortgagee; or

(d) failure by Mortgagor to duly and promptly perform or observe any covenants, agreements or conditions on the part of Mortgagor to be observed or performed under this Mortgage and such failure remains uncured for a period of thirty (30) days after the giving of written notice thereof by Mortgagee to Mortgagor unless such failure cannot reasonably be cured within such thirty (30) day period, as determined by Mortgagee in its reasonable discretion, and Mortgagor is diligently pursuing a cure of such failure, then Mortgagor shall have an additional thirty (30) day period to cure such failure; or

(e) any material representation or warranty of Mortgagor made in this Mortgage shall be untrue or misleading in any material respect.

Section 4.2 Acceleration Upon Default, Additional Remedies. Upon the occurrence of any event of default, Mortgagee may declare all indebtedness secured hereby to be due and payable and the same shall thereupon become immediately due and payable without any presentment, demand, protest or notice of any kind. Thereafter, Mortgagee may pursue any and all remedies available to it hereunder or under the other Loan Instruments, or available under applicable law, including, without limitation, the following:

(a) Mortgagee may, either in person or by agent, with or without bringing any action or proceeding, enter upon and take possession of the Mortgaged Property in accordance with applicable law, or any part thereof, in its own name, and do any acts which it deems necessary or desirable to preserve the value, marketability or rentability of the Mortgaged Property or part thereof or interest therein, increase the income therefrom or protect the security hereof and, with or without taking possession of the Mortgaged Property, sue for or otherwise collect the rents, issues and profits thereof, including those past due and unpaid, and apply the same in accordance with Section 2.3 hereof. The entering upon and taking possession of the Mortgaged Property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done in response to such default or pursuant to such notice of default and notwithstanding the continuance in possession of the Mortgaged Property or the collection, receipt and application of rents, issues or profits, Mortgagee shall be entitled to exercise every right provided for in any of the Loan Instruments or by law upon occurrence and during the continuance of any event of default.

(b) Mortgagee may commence an action to foreclose this Mortgage, appoint a receiver, or specifically enforce any of the covenants hereof.

(c) Mortgage may exercise any or all of the remedies available to a secured party under the Indiana Uniform Commercial Code without limiting the generality of the preceding sentence, Mortgagee may:

(i) either personally or by means of a court appointed receiver, take possession of all or any of the Personal Property Collateral and exclude therefrom

Mortgagor and all others claiming under Mortgagor, and thereafter hold, store, use, operate, manage, maintain and control, make repairs, replacements, alterations, additions and improvements to and exercise all rights and powers of Mortgagor in respect to the Personal Property Collateral or any part thereof (in the event Mortgagee demands or attempts to take possession of the Personal Property Collateral in the exercise of any rights under any of the Loan Instruments, Mortgagor promises and agrees to promptly turn over and deliver complete possession thereof to Mortgagee);

(ii) without notice to or demand upon Mortgagor, make such payments and do such acts as Mortgagee may deem necessary to protect its security interest in the Personal Property Collateral, including, without limitation, paying, purchasing, contesting, or compromising any encumbrance, charge or lien which is prior to or superior to the security interest of Mortgagee, and in exercising any such powers or authority to pay all expenses incurred in connection therewith;

(iii) require Mortgagor to assemble the Personal Property Collateral or any portion thereof, at a place designated by Mortgagee and reasonably convenient to both parties, and promptly to deliver such Personal Property Collateral to Mortgagee or an agent or representative designated by it (Mortgagee, and its agents and representatives, shall have the right to enter upon any or all of Mortgagor's premises and property to exercise Mortgagee's rights hereunder); and

(iv) sell, lease or otherwise dispose of the Personal Property Collateral at public sale, with or without having the Personal Property Collateral at the place of sale, and upon such terms and in such manner as Mortgagee may reasonably determine (Mortgagee may be a purchaser at any such sale).

Unless the Personal Property Collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, Mortgagee shall give Mortgagor at least ten (10) days prior written notice of the time and place of any public sale of the Personal Property Collateral or other intended disposition thereof. Such notice may be mailed to Mortgagor at the address set forth at the beginning of this Mortgage.

Section 4.3 Foreclosure; Expense of Litigation. When the Secured Obligations, or any part thereof, shall become due, whether by acceleration or otherwise, but remain unpaid, Mortgagee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof or to enforce the obligations of Mortgagee hereunder or under any of the other Loan Instruments, there shall be allowed and included as additional indebtedness owed by Mortgagor to Mortgagee in the decree for sale or other judgment or decree all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for reasonable attorneys' costs and fees (including the reasonable costs and fees of paralegals), survey charges, appraisers' fees, inspecting engineers' and/or architects' fees, fees for environmental studies and assessments and all additional expenses incurred by Mortgagee with respect to environmental matters, outlays for documentary and expert evidence, stenographers' charges, publication costs, and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, title insurance policies, Torrens certificates, and similar data and assurances with respect to title as Mortgagee may deem reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of, or the

environmental condition of, the Mortgaged Property. All expenditures and expenses of the nature in this Section mentioned or otherwise recoverable hereunder or under applicable law, and such expenses and fees as may be incurred in the protection of the Mortgaged Property and the maintenance of the lien of this Mortgage, including the reasonable fees of any attorney employed by Mortgagee in any litigation or proceeding affecting this Mortgage or the Mortgaged Property, including probate and bankruptcy proceedings, or in preparation for the commencement or defense of any suit or proceeding or threatened suit or proceeding, shall be immediately due and payable by Mortgagor, with interest thereon at the highest default rate applicable to any of the Secured Obligations and shall be secured by this Mortgage.

Section 4.4 Application of Proceeds of Foreclosure Sale. The proceeds of any foreclosure sale of the Mortgaged Property shall be distributed and applied in the following order of priority: first, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in Section 4.3 hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to the outstanding principal balance of and accrued interest on indebtedness evidenced by one or more promissory notes, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the Mortgage Note; and fourth, any excess to Mortgagor, its successors or assigns, as their rights may appear.

Section 4.5 Appointment of Receiver. Upon, or at any time after the filing of a complaint to foreclose this Mortgage, Mortgagee shall be entitled to the appointment of a receiver of the Mortgaged Property by the court in which such complaint is filed, and Mortgagor hereby consents to such appointment. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of Mortgagor at the time of application for such receiver and without regard to the then value of the Mortgaged Property or whether the same shall be then occupied as a homestead or not, and Mortgagee or any payee of any of the Secured Obligations may be appointed as such receiver. Such receiver shall have power: (a) to collect the rents, issues and profits of the Mortgaged Property during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when Mortgagor, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits; (b) to extend or modify any then existing leases and to make new leases, which extensions, modifications and new leases may provide for terms to expire, or for options to lessees to extend or renew terms to expire, beyond the maturity date of the Secured Obligations and beyond the date of the issuance of a deed or deeds to a purchaser or purchasers at a foreclosure sale, it being understood and agreed that any such leases, and the options or other such provisions to be contained therein, shall be binding upon Mortgagor and all persons whose interests in the premises are subject to the lien hereof and upon the purchaser or purchasers at any foreclosure sale, notwithstanding any redemption from sale, discharge of the mortgage indebtedness, satisfaction of any foreclosure decree, or issuance of any certificate of sale or deed to any purchaser; and (c) all other powers which may be necessary or are usual in such cases for the protection, possession, control, management, and operation of the Mortgaged Property during the whole of said period. The court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (a) the indebtedness secured hereby, or by any decree foreclosing this mortgage, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; or (b) the deficiency in case of a sale and deficiency.

Section 4.6 Remedies Not Exclusive. Mortgagee shall be entitled to enforce payment and performance of any Secured Obligations and to exercise all rights and powers under this Mortgage or under any Loan Instrument or other agreement or any laws now or hereafter in force, notwithstanding some or all of the said indebtedness and obligations secured hereby may now or hereafter be otherwise secured, whether by mortgage, deed of trust, pledge, lien, assignment or otherwise. Neither the acceptance of this Mortgage nor its enforcement whether by court action or pursuant to the other powers herein contained, shall prejudice or in any manner affect Mortgagee's right to realize upon or enforce any other security now or hereafter held by Mortgagee, it being agreed that Mortgagee shall be entitled to enforce this Mortgage and any other security now or hereafter held by Mortgagee in such order and manner as Mortgagee may, in its absolute discretion, determine. No remedy herein conferred upon or reserved to Mortgagee is intended to be exclusive of any other remedy herein or by law provided or permitted, but each shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute. Every power or remedy given by any of the Loan Instruments to Mortgagee may be exercised, concurrently or independently, from time to time and as often as may be deemed expedient by Mortgagee and Mortgagee may pursue inconsistent remedies.

Section 4.7 Mortgagee's Right of Possession in Case of Default. In any case in which under the provisions of this Mortgage Mortgagee has a right to institute foreclosure proceedings, whether before or after the whole principal sum secured hereby is declared to be immediately due, or whether before or after the institution of legal proceedings to foreclose the lien hereof or before or after sale thereunder, forthwith, upon demand of Mortgagee and subject to applicable law, Mortgagor shall surrender to Mortgagee and Mortgagee shall be entitled to take actual possession of the Mortgaged Property or any part thereof personally, or by its agent or attorneys, as for condition broken. In such event Mortgagee in its discretion may, with process of law, enter upon and take and maintain possession of all or any part of the Mortgaged Property, together with all documents, books, records, papers, and accounts of Mortgagor or then owner of the Mortgaged Property relating thereto, and may exclude Mortgagor, its agents or servants, wholly therefrom and may as attorney in fact or agent of Mortgagor, or in its own name as Mortgagee and under the powers herein granted, hold, operate, manage and control the Mortgaged Property and conduct the business, if any, thereof, either personally or by its agents, and with full power to use such measures, legal or equitable, as in its discretion or in the discretion of its successors or assigns, may be deemed proper or necessary to enforce the payment or security of the avails, rents, issues, and profits of the Mortgaged Property, including actions for the recovery of rent, actions in forcible detainer and actions in distress for rent, and with full power: (a) to cancel or terminate any lease or sublease for any cause or on any ground which would entitle Mortgagor to cancel the same; (b) to elect to disaffirm any lease or sublease which is then subordinate to the lien hereof; (c) to extend or modify any then existing leases and to make new leases, which extensions, modifications and new leases may provide for terms to expire, or for options to lessees to extend or renew terms to expire, beyond the maturity date of the indebtedness hereunder and beyond the date of the issuance of a deed or deeds to a purchaser or purchasers at a foreclosure sale, it being understood and agreed that any such leases, and the options or other such provisions to be contained therein, shall be binding upon Mortgagor and all persons whose interests in the Mortgaged Property are subject to the lien hereof and upon the purchaser or purchasers at any foreclosure sale, notwithstanding any redemption from sale, discharge of the indebtedness secured hereby, satisfaction of any foreclosure decree, or issuance of any certificate of sale or deed to any purchaser; (d) to make all necessary or proper repairs, decorating, renewals, replacements, alterations, additions, betterments and improvements to the Mortgaged Property as to

it may seem judicious; (e) to insure and reinsure the same and all risks incidental to Mortgagee's possession, operation and management thereof; and (f) to receive all of such avails, rents, issues and profits; hereby granting full power and authority to exercise each and every of the rights, privileges and powers herein granted at any and all times hereafter, without notice to Mortgagor.

Article 5. MISCELLANEOUS

Section 5.1 Governing Law. THIS MORTGAGE SHALL BE GOVERNED BY, AND BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF INDIANA WITHOUT REGARD TO CONFLICT OF LAW PROVISIONS THEREOF. MORTGAGOR HEREBY SUBMITS TO PERSONAL JURISDICTION IN THE STATE OF INDIANA AND THE FEDERAL COURTS OF THE UNITED STATES OF AMERICA LOCATED IN THE STATE OF INDIANA (AND ANY APPELLATE COURTS TAKING APPEALS THEREFROM) FOR THE ENFORCEMENT OF MORTGAGOR'S OBLIGATIONS HEREUNDER AND WAIVES ANY AND ALL PERSONAL RIGHTS UNDER THE LAW OF ANY OTHER STATE TO OBJECT TO JURISDICTION WITHIN SUCH STATES FOR THE PURPOSES OF SUCH ACTION, SUIT, PROCEEDING OR LITIGATION TO ENFORCE SUCH OBLIGATIONS OF MORTGAGOR. MORTGAGOR HEREBY WAIVES AND AGREES NOT TO ASSERT, AS A DEFENSE IN ANY ACTION, SUIT OR PROCEEDING ARISING OUT OF OR RELATING TO THIS MORTGAGE (a) THAT IT IS NOT SUBJECT TO SUCH JURISDICTION OR THAT SUCH ACTION, SUIT OR PROCEEDING MAY NOT BE BROUGHT OR IS NOT MAINTAINABLE IN THOSE COURTS OR THAT THIS MORTGAGE MAY NOT BE ENFORCED IN OR BY THOSE COURTS OR THAT IT IS EXEMPT OR IMMUNE FROM EXECUTION, (b) THAT THE ACTION, SUIT OR PROCEEDING IS BROUGHT IN AN INCONVENIENT FORUM OR (c) THAT THE VENUE OF THE ACTION, SUIT OR PROCEEDING IS IMPROPER.

Section 5.2 Mortgagor's Waiver of Rights. To the extent permitted by law, Mortgagor waives the benefit of (i) all laws now existing or that hereafter may be enacted providing for any appraisal before sale of any portion of the Mortgaged Property, and (ii) all laws that may be hereafter enacted in any way extending the time for the enforcement of the collection of the Secured Obligations or creating or extending a period of redemption from any sale made in collecting said indebtedness. To the full extent Mortgagor may do so, Mortgagor agrees that Mortgagor will not at any time insist upon, plead, claim or take the benefit or advantage of any law now or hereafter in force providing for any appraisal, valuation, stay, extension or redemption, and Mortgagor, for Mortgagor, Mortgagor's heirs, devisees, representatives, successors and assigns, and for any and all persons ever claiming any interest in the Mortgaged Property, to the extent permitted by law, hereby waives and releases all rights of redemption, valuation, appraisal, stay of execution, notice of election to mature or declare due the whole of the Secured Obligations and marshaling in the event of foreclosure of the liens hereby created. If any law referred to in this Section and now in force, of which Mortgagor, Mortgagor's heirs, devisees, representatives, successors and assigns or other person might take advantage despite this Section, shall hereafter be repealed or cease to be in force, such law shall not thereafter be deemed to preclude the application of this Section. Mortgagor expressly waives and relinquishes any and all rights and remedies which Mortgagor may have or be able to assert by reason of the laws of the State of Indiana and the State of Illinois pertaining to the rights and remedies of sureties.

Section 5.3 Limitation on Rate of Interest. It is the intent of Mortgagor and Mortgagee in the execution of this Mortgage and the other Loan Instruments to contract in strict compliance with

the usury laws of the State of Indiana. In furtherance thereof, Mortgagee and Mortgagor stipulate and agree that none of the terms and provisions contained in the Loan Instruments shall ever be construed to create a contract for the use, forbearance or detention of money requiring payment of interest at a rate in excess of the maximum interest rate permitted to be charged by the laws of the State of Indiana applicable to the Secured Obligations. Mortgagor or any guarantor, endorser or other party now or hereafter becoming liable for the payment of the Secured Obligations shall never be liable for unearned interest thereon and shall never be required to pay interest thereon at a rate in excess of the maximum rate of interest that may be lawfully charged under the laws of the State of Indiana and the provisions of this Section shall control over all other provisions Loan Instruments executed in connection herewith which may be in apparent conflict herewith. In the event any holder of the Secured Obligations shall collect monies which are deemed to constitute interest in excess of the maximum rate permitted by the laws of the State of Indiana, all such sums deemed to constitute interest in excess of the maximum legal rate shall be immediately returned to Mortgagor upon such determination.

Section 5.4 Statements by Mortgagor. Mortgagor, within ten (10) days after being requested in writing to do so, will furnish to Mortgagee a written statement stating the unpaid principal of and interest on the Secured Obligations or any portion thereof and stating whether any offset or defense exists against such principal and interest.

Section 5.5 Notices. Whenever Mortgagee or Mortgagor shall desire to give or serve any notice, demand, request or other communication with respect to this Mortgage, each such notice, demand, request or other communication shall be in writing and shall be effective only if the same is delivered by personal service or mailed by registered or certified mail, postage prepaid, return receipt requested, addressed to the address set forth at the beginning of this Mortgage. Any party may at any time change its address for such notices by delivering or mailing to the other parties hereto, as aforesaid, a notice of such change.

Section 5.6 Captions. The captions or headings at the beginning of each Section hereof are for reference purposes only and are not intended to affect the meaning or construction of any provision herein.

Section 5.7 Invalidity of Certain Provisions. If the lien of this Mortgage is invalid or unenforceable as to any part of the Secured Obligations, or if such lien is invalid or unenforceable as to any part of the Mortgaged Property, the unsecured or partially secured portion of the Secured Obligations shall be completely paid prior to the payment of the remaining and secured or partially secured portion thereof, and all payments made on the Secured Obligations, whether voluntary or under foreclosure or other enforcement action or procedure, shall be considered to have been first paid on and applied to the full payment of that portion of the Secured Obligations which is not secured or fully secured by the lien of this Mortgage.

Section 5.8 No Merger. If both the lessor's and lessee's estates under any lease or any portion thereof which constitutes a part of the Mortgaged Property shall at any time become vested in one owner, this Mortgage and the lien created hereby shall not be destroyed or terminated by application of the doctrine of merger and, in such event, Mortgagee shall continue to have and enjoy all of the rights and privileges of Mortgagee as to the separate estates. In addition, upon the foreclosure of the lien created by this Mortgage on the Mortgaged Property pursuant to the provisions hereof, any leases or subleases then existing and created by Mortgagor shall not be destroyed or terminated by application of the law of merger or as a matter of law or as a result of

such foreclosure unless Mortgagee or any purchaser at any such foreclosure sale shall so elect. No act by or on behalf of Mortgagee or any such purchaser shall constitute a termination of any lease or sublease unless Mortgagee or such purchaser shall give written notice thereof to such tenant or subtenant.

Section 5.9 Subrogation. To the extent that proceeds of the Secured Obligations are used to pay any outstanding lien, charge or prior encumbrance against the Mortgaged Property, such proceeds have been or will be advanced by Mortgagee at Mortgagor's request and Mortgagee shall be subrogated to any and all rights and liens owned or held by any owner or holder of such outstanding liens, charges and prior encumbrances, irrespective of whether said liens, charges or encumbrances are released.

Section 5.10 Waiver and Amendment. This Mortgage may be modified or amended only by an agreement in writing signed by Mortgagor and Mortgagee. No waiver of any term or provision hereof shall be effective unless made in writing and signed by the party against whom it is sought to be enforced. Any failure by Mortgagee to insist upon strict performance by Mortgagor of any of the terms and provisions of this Mortgage shall not be deemed to be a waiver of any of such terms or provisions and Mortgagee shall have the right thereafter to insist upon strict performance by Mortgagor of any and all of such terms and provisions.

Section 5.11 Fixture Filing. Mortgagor and Mortgagee agree that, as provided in the Indiana Uniform Commercial Code, this Mortgage shall be effective from the date of its recording as a fixture filing with respect to all goods constituting part of the Mortgaged Property which are or are to become fixtures related to the real estate described herein. For this purpose, the following information is set forth:

- (a) Name and Address of Debtor:
RWJ Munster, LLC
1010 Jorie Blvd. #322
Oak Brook, Illinois 60523
- (b) Name and Address of Secured Party:
First Indiana Bank, N.A.
135 North Pennsylvania Street
Indianapolis, Indiana 46204
- (c) This document covers goods which are or are to become fixtures.
- (d) The real estate to which such fixtures are or are to be attached is that described in Exhibit A attached hereto, the record owner of which is Mortgagor.

Section 5.12 Representation by Counsel. Mortgagor hereby represents that it has been represented by competent counsel of its choice in the negotiation and execution of this Mortgage and other Loan Documents, that it has read and fully understood the terms hereof, that Mortgagor and its counsel have been afforded an opportunity to review, negotiate and modify the terms of this Mortgage, and that Mortgagor intends to bound hereby. In accordance with the foregoing, the general rule of construction to the effect that any ambiguities in a contract are to be resolved against the party drafting the contract shall not be employed in the construction and interpretation of this Mortgage.

Section 5.13 Future Advances. This Mortgage is given to secure any and all advances (however evidenced and whether or not obligatory and including those made on a revolving basis) made by Mortgagee to or on behalf of Mortgagor, under the Credit Agreement and the other Loan Documents, and shall secure not only the initial advance under the Credit Agreement and the other Loan Documents, but also subsequent advances, the final advance, and any other advances, disbursements and other payments made under the Credit Agreement and the other Loan Documents, whether such advances are obligatory or to be made at the option of Mortgagee, or otherwise, and including advances under the Credit Agreement and other Loan Documents as are made within twenty (20) years from the date hereof, to the same extent as if all such advances were made at the time of execution of this Mortgage and although there may be no outstanding Secured Obligations at the time any advance is made. The total amount of the Secured Obligations may increase or decrease from time to time, but the total unpaid principal balance of the indebtedness hereby secured at any one time outstanding shall not exceed two (2) times maximum principal amount of the Obligations plus interest thereon (including, without limitation, interest at the Post-Default Rate), and any disbursements made for payment of taxes, special assessments or insurance on the Collateral, and interest on such disbursements. This Mortgage shall be valid and shall, to the fullest extent permitted by applicable law, have priority over any and all liens and encumbrances arising after this Mortgage is recorded in the appropriate office in the county in which the Property is located, including (to the extent permitted by applicable law) statutory liens except taxes and assessments levied on the Collateral. It shall be an Event of Default, if Mortgagor files of record a notice limiting the maximum amount which may be secured by this Mortgage.

Section 5.14 No Merger. It being the desire and intention of the parties hereto that this Mortgage and the lien hereof do not merge in fee simple title to the Property, it is hereby understood and agreed that should Mortgagee acquire an additional or other interests in or to the Property or the ownership thereof, then, unless a contrary intent is manifested by Mortgagee as evidenced by an express statement to that effect in an appropriate document duly recorded, this Mortgage and the lien hereof shall not merge in the fee simple title, toward the end that this Mortgage may be foreclosed as if owned by a stranger to the fee simple title.

Article 6. LEASE

Section 6.1 Lease. Mortgagor hereby further represents, warrants and covenants:

- (a) That the Lease is in full force and effect and unmodified, and Mortgagor is the lessee under the Lease and the owner of the entire Leasehold Estate; and that Mortgagor has good and legal right to convey the Leasehold Estate as herein provided;
- (b) That all rents (including additional rents and other charges) reserved in the Lease have been paid in full to the extent they were payable on or prior to the date hereof;
- (c) That Mortgagor has obtained all necessary consents from Lessor to the execution of this Mortgage and the conveyance effected hereby;
- (d) Mortgagor further agrees to defend the Leasehold Estate for the entire remainder of the term set forth therein, against all and every person or persons lawfully claiming, or who may claim the same or any part thereof by or through Mortgagor, subject only to the payment of the rents in the Lease reserved and to the performance and observance of all of the terms, covenants and conditions thereof;

(e) That there is no existing default under the provisions of the Lease or in the performance of any of the terms, covenants, conditions or warranties thereof on the part of Lessor, as the lessor under the Lease, or Mortgagor, as tenant under the Lease, to be observed and performed;

(f) That Mortgagor will not modify, extend, change, amend or in any way alter the terms of the Lease in any manner or terminate, cancel or surrender the Lease, or waive, excuse, condone or in any way release or discharge Lessor of or from the obligations, covenants, conditions and agreements by Lessor to be done and performed in any manner which will materially impair the security of this Mortgage;

(g) That Mortgagor will notify Mortgagee immediately in writing of the occurrence of any default by Mortgagor under the Lease;

(h) That Mortgagor will (i) promptly notify Mortgagee in writing of the receipt by Mortgagor of any notice from Lessor and of any notice noting or claiming any default by Mortgagor in the performance or observance of any of the terms, covenants or conditions on the part of Mortgagor to be performed or observed under the Lease; (ii) promptly notify Mortgagee in writing of the receipt by Mortgagor of any notice from Lessor to Mortgagor of termination of the Lease (or any part thereof) pursuant to the provisions of the Lease or otherwise; and (iii) promptly cause a copy of each of such notices received by Mortgagor from Lessor to be delivered to Mortgagee;

(i) That Mortgagor will, within ten (10) days after written demand from Mortgagee, use its best efforts to obtain from Lessor and deliver to Mortgagee a certificate stating that such Lease is in full force and effect, has not been further modified, that no notice of termination or default thereon has been served on the Mortgagor thereof, stating the date to which the rents have been paid and stating whether or not there are any known defaults thereunder by the Mortgagor and specifying the nature of such defaults, if any; and

(j) That Mortgagor will not consent to any waiver or modification or cancellation of any provision of the Lease nor to the subordination of the Lease to any mortgage or deed of trust of the fee interest of Lessor.

The generality of the provisions of this Article 6 relating to the Lease shall not be limited by other provisions of the Loan Agreement setting forth particular obligations and covenants of Mortgagor, which are also required of Mortgagor.

Section 6.2 Mortgagor Acquires Fee Title. In case Mortgagor acquires the fee title or any other estate, title or interests in or to the Property or any part thereof, this Mortgage shall attach to and cover and be a lien upon the fee title or such other estate, title or interests so acquired and such fee title or other estate, title or interests shall, without further assignment, mortgage or conveyance, become and be subject to the lien of and covered by this Mortgage.

[signature page follows]

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

“MORTGAGOR”
RWJ MUNSTER, LLC,
an Indiana limited liability company

By: 
Robert Juckniess, Manager



SIGNATURE PAGE TO REAL ESTATE MORTGAGE
(MUNSTER)

ACKNOWLEDGMENT

STATE OF INDIANA)
COUNTY OF MARION) SS:

Before me, a Notary Public in and for said County and State, personally appeared Robert Juckniess, known to me to be the Manager of RWJ Munster, LLC, an Indiana limited liability company, and acknowledged the execution of the foregoing Real Estate Mortgage, Security Agreement and Fixture Filing for and on behalf of such limited liability company.

Witness my hand and Notarial Seal, this 13th day of December 2007.

Judith A. Dolan
Notary Public - Signature

Judith A. Dolan
Notary Public - Printed

My Commission Expires:

6-12-15

My County of Residence:

Marion

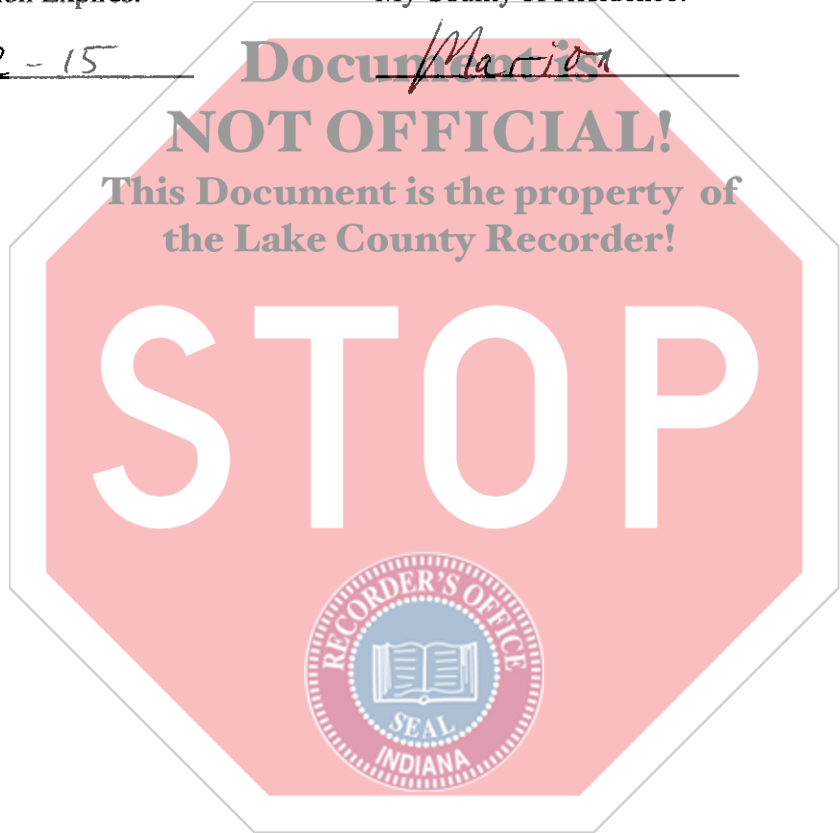


EXHIBIT A

PARCEL 1: (Fee)

Lot 1, Resubdivision of Lots 1 and 2 in Lucille's Addition to the Town of Munster, as per plat thereof, recorded in Plat Book 90, Page 85, in the Office of the Recorder of Lake County, Indiana.

PARCEL 2: (Easement)

Non-exclusive easement for ingress and egress for the benefit of Parcel 1 as set forth and defined in Agreement for Grant of Access Easement No. 2 recorded June 29, 2001 as document 2001-51718, in the Office of the Recorder of Lake County, Indiana.



EXHIBIT B

DESCRIPTION OF PERSONAL PROPERTY

All goods, building and other materials, supplies, work in process, equipment, machinery, fixtures, furniture, furnishings, signs and other personal property and embedded software therein, wherever situated, which are or are to be incorporated into, used in connection with, or appropriated for use on the Premises; together with all Rents (to the extent, if any, they are not real property); all inventory, accounts, cash receipts, deposit accounts, accounts receivable, contract rights, licenses, agreements, general intangibles, chattel paper (whether electronic or tangible), instruments, documents, promissory notes, drafts, letters of credit, letter of credit rights, supporting obligations, insurance policies, insurance and condemnation awards and proceeds, any other rights to the payment of money, trade names, trademarks and service marks arising from or related to the ownership, management, leasing or operation of the Premises or any business now or hereafter conducted thereon by Mortgagor, including, without limitation, all of Mortgagor's rights under any and all contracts for sale of any portion of the Property to be entered into by Mortgagor; all other contract rights of Mortgagor; all permits, consents, approvals, licenses, authorizations and other rights granted by, given by or obtained from, any governmental entity with respect to the Premises; all water and water rights, wells and well rights, canals and canal rights, ditches and ditch rights, springs and spring rights, and reservoirs and reservoir rights appurtenant to or associated with the Property, whether decreed or undecreed, tributary, non-tributary or not non-tributary, surface or underground or appropriated or unappropriated, and all shares of stock in water, ditch, lateral and canal companies, well permits and all other evidences of any of such rights; all deposits or other security now or hereafter made with or given to utility companies by Mortgagor with respect to the Premises; all advance payments of insurance premiums made by Mortgagor with respect to the Premises; all plans, drawings and specifications relating to the Premises; all loan funds held by Mortgagee and/or any of its affiliate banks, whether or not disbursed; all funds deposited with Mortgagee and/or any of its affiliate banks pursuant to any loan agreement; all reserves, deferred payments, deposits, accounts, refunds, cost savings and payments of any kind related to the Premises or any portion thereof; together with all replacements and proceeds of, and additions and accessions to, any of the foregoing; together with all books, records and files relating to any of the foregoing. This Mortgage constitutes a security agreement under the Uniform Commercial Code of the State in which the Property is located, covering all of the Collateral.



EXHIBIT C

PERMITTED EXCEPTIONS

1. Real estate taxes not yet due and payable.
2. The exceptions set forth on Schedule B - Section 2 of that certain marked-up Commitment for Title Insurance issued by First American Title Insurance Company as Order No. NCS-329305-INDY, initialed and dated of even date herewith.



EXHIBIT D

[attach copy of Note]



MORTGAGE NOTE

\$11,612,500

Dated: December 13, 2007
Indianapolis, Indiana

FOR VALUE RECEIVED, RWJ PLAINFIELD, LLC, an Indiana limited liability company ("**Plainfield**"), RWJ ROMEVILLE, LLC, an Indiana limited liability company ("**Romeoville**"), RWJ CRESTWOOD, LLC, an Indiana limited liability company ("**Crestwood**"), RWJ FORESTVIEW, LLC, an Indiana limited liability company ("**Forestview**"), RWJ MUNSTER, LLC, an Indiana limited liability company ("**Munster**") RWJ MANAGEMENT CO., INC., an Indiana corporation ("**Management**") and RWJ ENTERPRISES, INC., an Illinois corporation ("**Enterprises**") (collectively, the "**Borrowers**"), hereby promise to pay to the order of FIRST INDIANA BANK, N.A. ("**Bank**"), or its assigns, at its principal office at Indianapolis, Indiana, or at such other place as the holder hereof may designate in writing, in lawful money of the United States of America and in immediately available funds, the principal sum of Eleven Million Six Hundred Twelve Thousand Five Hundred Dollars (\$11,612,500), or so much thereof as may be advanced and outstanding from time to time, together with interest on the unpaid principal balance existing from time to time at the per annum rates and on the dates set forth in the Agreement (hereinafter defined). The entire unpaid balance of principal, and all accrued and unpaid interest thereon, shall be due and payable on the Mortgage Loan Maturity Date (as defined in the Agreement, as defined hereafter), and Borrowers shall make such mandatory principal and interest payments as are required to be made under the terms of Section 2.3(b) of the Agreement.

If any installment of principal or interest under this Note is payable on a day other than a Banking Day, the maturity of such interest shall be extended to the next succeeding Banking Day, and interest shall be payable during such extension of maturity.

Bank shall, and is hereby authorized to, record in accordance with its usual practice, the date and amount of each advance and each principal payment hereunder.

Subject to the terms of the Agreement (hereinafter defined), which require the payment of a Prepayment Premium (as defined in the Agreement) Borrowers may prepay the principal amount of this Note at any time and from time to time.

This Note is issued pursuant to, is entitled to the benefit of, and is subject to the provisions of that certain Credit Agreement between Borrowers and Bank, dated of even date herewith (as amended, and as the same may be further amended from time to time, the "**Agreement**"). Advances under this Note shall be made in accordance with the Agreement. The Agreement, among other things, contains a description of the collateral securing this Note, the interest accruing under this Note, the definitions of the proper nouns used herein and provisions for acceleration of the maturity hereof upon the happening of certain stated events.

If Borrowers fail to make the payment of any installment of principal or interest, as herein provided, within five (5) days of when due, or upon the occurrence of any other Default, then in any of such events, or at any time thereafter prior to such Default being cured, the entire principal balance of this Note, and all accrued and unpaid interest thereon, irrespective of the

maturity date specified herein, together with reasonable attorneys' fees and other costs incurred in collecting or enforcing payment or performance hereof and with interest from the date of Default on the unpaid principal balance hereof at the Default Rate, shall, at the election of the holder hereof (except as otherwise provided for automatic acceleration on the occurrence of certain Defaults specified in the Agreement), and without relief from valuation and appraisal laws, become immediately due and payable.

Borrowers and all endorsers, guarantors, sureties, accommodation parties hereof and all other parties liable or to become liable for all or any part of this indebtedness, severally waive demand, presentment for payment, notice of dishonor, protest and notice of protest and expressly agree that this Note and any payment coming due under it may be extended or otherwise modified from time to time without in any way affecting their liability hereunder.

This Note shall be construed according to and governed by the laws of the State of Indiana. Notice of acceptance of this Note is hereby waived by Borrowers.

BORROWERS, AFTER CONSULTING OR HAVING HAD THE OPPORTUNITY TO CONSULT WITH COUNSEL, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY IN ANY LITIGATION BASED UPON OR ARISING OUT OF THIS NOTE OR ANY OTHER LOAN DOCUMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED BY THIS NOTE OR ANY COURSE OF CONDUCT, DEALING, STATEMENTS, WHETHER ORAL OR WRITTEN, OR ACTIONS OF BORROWERS OR BANK. BORROWERS SHALL NOT SEEK TO CONSOLIDATE, BY COUNTERCLAIM OR OTHERWISE, ANY ACTION WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED. THESE PROVISIONS SHALL NOT BE DEEMED TO HAVE BEEN MODIFIED IN ANY RESPECT OR RELINQUISHED BY BANK EXCEPT BY WRITTEN INSTRUMENT EXECUTED BY BORROWERS AND BANK.

IN WITNESS WHEREOF, Borrowers have caused this Note to be executed by its duly authorized officer as of the day and year first hereinabove written.

RWJ CRESTWOOD, LLC

By: _____
Robert Juckniess, Manager

RWJ FORESTVIEW, LLC

By: _____
Robert Juckniess, Manager

RWJ MUNSTER, LLC

By: _____
Robert Juckniess, Manager

RWJ PLAINFIELD, LLC

By: _____
Robert Juckniess, Manager

RWJ ROMEVILLE, LLC

By: _____
Robert Juckniess, Manager

