

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2007 100897

2007 DEC 28 AM 8:51

MICHAEL A. BROWN
RECORDER



DISCHARGE OF CONTINUING COLLATERAL MORTGAGE , SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS AND FINANCING STATEMENT

The undersigned hereby certifies that a certain Continuing Collateral Mortgage, Security Agreement, Assignment of Leases And Rents and Financing Statement dated July 9, 2004, made and executed by WLH, SR., LLC, an Indiana limited liability company of 1133 N. Main Street, Crown Point, Indiana 46307 as Assignor to COMERICA BANK, a Texas banking association, successor by merger to Comerica Bank, a Michigan banking corporation of 39200 Six Mile Road, Livonia, Michigan 48152 as Assignee and recorded in the Office of the Recorder of Lake County on August 13, 2004 in Instrument # 2004 068940, Lake County Records, in the state of Indiana, ~~ME~~

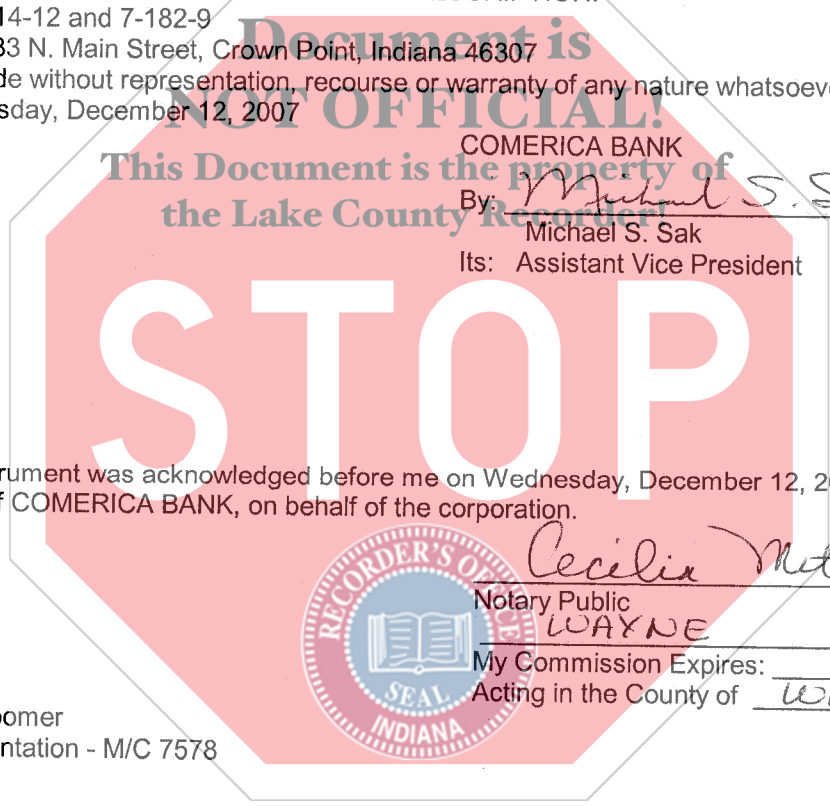
SEE ATTACHED LEGAL DESCRIPTION:

Parcel Identification # 9-114-12 and 7-182-9

Commonly Known As: 1133 N. Main Street, Crown Point, Indiana 46307

This Reassignment is made without representation, recourse or warranty of any nature whatsoever.

Made this Wednesday, December 12, 2007



COMERICA BANK

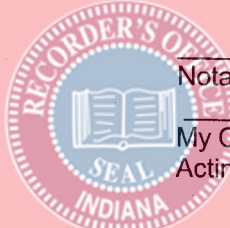
By: Michael S. Sak

Michael S. Sak

Its: Assistant Vice President

STATE OF MICHIGAN)
) SS.
COUNTY OF WAYNE)

The foregoing instrument was acknowledged before me on Wednesday, December 12, 2007 by Michael S. Sak an Assistant Vice President of COMERICA BANK, on behalf of the corporation.



Cecilia Mitchell

Notary Public

WAYNE

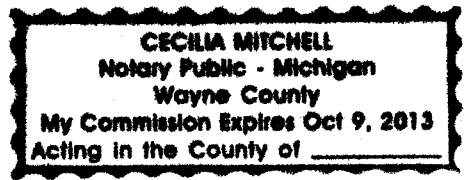
County, Michigan

My Commission Expires: 10-9-2013

Acting in the County of WAYNE

DRAFTED BY: Linda L. Coomer
Commercial Loan Documentation - M/C 7578
Comerica Bank
39200 Six Mile Road
Livonia, Michigan 48152-2689

WHEN RECORDED RETURN TO: Cecilia Mitchell
Commercial Lending Services, MC 7576
Comerica Bank
39200 Six Mile Road
Livonia, Michigan 48152
Llc/wlhrs2/91236-9512690834



Handwritten scribbles and numbers: 5, 2, 6, 10, 12, 11, 8, 9, 0

Parcel Identification No. 9-114-12 and 7-182-9

Commonly Known As: 1133 N. Main Street, Crown Point, Indiana 46307

together with: (a) all related easements, hereditaments, appurtenances, rights, licenses and privileges; (b) all buildings and improvements now or later situated under, upon or over any of the above described land; (c) all the rents, issues, profits, revenues, accounts and general intangibles arising from the above described land, or relating to any business conducted by Mortgagor on it, under present or future leases, licenses or otherwise, including, without limit, all rights conferred by Indiana law; (d) all machinery, equipment, goods, fixtures, and articles of personal property of every kind and nature (other than Household Goods, as defined by 12 CFR 227.12, as amended from time to time, unless such goods were purchased with the proceeds of any loan secured by this Mortgage), now or later located upon the above described land and useable in connection with any present or future operation on the land (individually and collectively the "equipment") including, without limit, all lighting, heating, cooling, ventilating, air-conditioning, incinerating, refrigerating, plumbing, sprinkling, communicating and electrical systems. It is agreed that all equipment shall for the purposes of this Mortgage, unless Mortgagee shall otherwise elect, be deemed conclusively to be real estate and mortgaged under this Mortgage; and (e) all awards or payments, and interest on them, made with respect to the mortgaged premises as a result of (i) any eminent domain proceeding, (ii) any street grade alteration, (iii) any loss of or damage to any building or other improvement, (iv) any other injury to or decrease in the value of the mortgaged premises, (v) any refund due on account of the payment of real estate taxes, assessments or other charges levied against the mortgaged premises or (vi) any refund of utility deposits or right to any tenant deposit (all of the above individually and collectively the "mortgaged premises"). Unless otherwise indicated, a reference to the "mortgaged premises" means all and/or any part of the mortgaged premises.

This Mortgage is made to secure when due, whether by stated maturity, demand, acceleration or otherwise, all existing and future indebtedness ("Indebtedness") to Mortgagee of Wayne L. Hodgetts, Sr. ("Borrower") and/or Mortgagor, including without limit payment of Six Hundred Thousand Dollars (\$600,000) according to certain evidence of indebtedness of even date. This reference to a dollar amount does not limit the dollar amount secured by this Mortgage. Indebtedness includes, without limit, any and all obligations or liabilities of whatever amount of Borrower and/or Mortgagor to Mortgagee, whether absolute or contingent, direct or indirect, voluntary or involuntary, liquidated or unliquidated, joint or several, known or unknown; any and all indebtedness, obligations or liabilities for which Borrower and/or Mortgagor would otherwise be liable to Mortgagee were it not for the invalidity, irregularity or unenforceability of them by reason of any bankruptcy, insolvency or other law or order of any kind, or for any other reason; any and all amendments, modifications, renewals and/or extensions of any of the above; all costs incurred by Mortgagee in establishing, determining, continuing, or defending the validity or priority of its lien or security interest, or to protect the value of the mortgaged premises, or for any appraisal, environmental audit, title examination or title insurance policy relating to the mortgaged premises, or in pursuing its rights and remedies under this Mortgage or under any other agreement between Mortgagee and Borrower and/or Mortgagor; all costs incurred by Mortgagee in connection with any suit or claim involving or against Mortgagee in any way related to the mortgaged premises, the Indebtedness or this Mortgage; and all costs of collecting Indebtedness; all of the above costs including, without limit, attorney fees incurred by

No: 620044294

EXHIBIT "A"

LEGAL DESCRIPTION

Parcel 1: Lots 20 and 21, Liberty Park Highlands, an Addition to the City of Crown Point, as per plat thereof, recorded in Plat Book 25, page 8, in the Office of the Recorder of Lake County, Indiana.

Parcel 2: The East 26 feet of the North 80 feet of Lot 107, Liberty Park Highlands, an Addition to the City of Crown Point, as per plat thereof, recorded in Plat Book 25, page 8, in the Office of the Recorder of Lake County, Indiana.

Parcel 3: The East 26 feet of Lot 106, Liberty Park Highlands, an Addition to the City of Crown Point, as per plat thereof, recorded in Plat Book 25, page 8, in the Office of the Recorder of Lake County, Indiana.

