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LAKE COUNTY
PUBLIC RECORDS

2008 079795

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MICHAEL A. BROWN
RECORDER

REAL ESTATE MORTGAGE

THIS INDENTURE WITNESSETH, That ALASKA SEABOARD PARTNERS LIMITED PARTNERSHIP, A DELAWARE LIMITED PARTNERSHIP, (the "Mortgagor") of Humboldt County, State of California, MORTGAGE(S) AND WARRANT(S) to LEHMAN COMMERCIAL PAPER, INC. (the "Mortgagee") of New York County, State of New York the following described real estate in Lake County, Indiana:

LOT 3, EXCEPT THE NORTH 35.12 FEET THEREOF, AND 35.12 FEET, BY PARALLEL LINES, OFF THE ENTIRE NORTH SIDE OF LOT 4, IN BLOCK 7 IN FORESTDALE, HAMMOND, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 20 PAGE 16, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY INDIANA.

Tax ID Number: 45-07-08-282-004.000-023

and commonly known as: 6815 Huron Avenue, Hammond, Indiana 46323 ("Property Address");

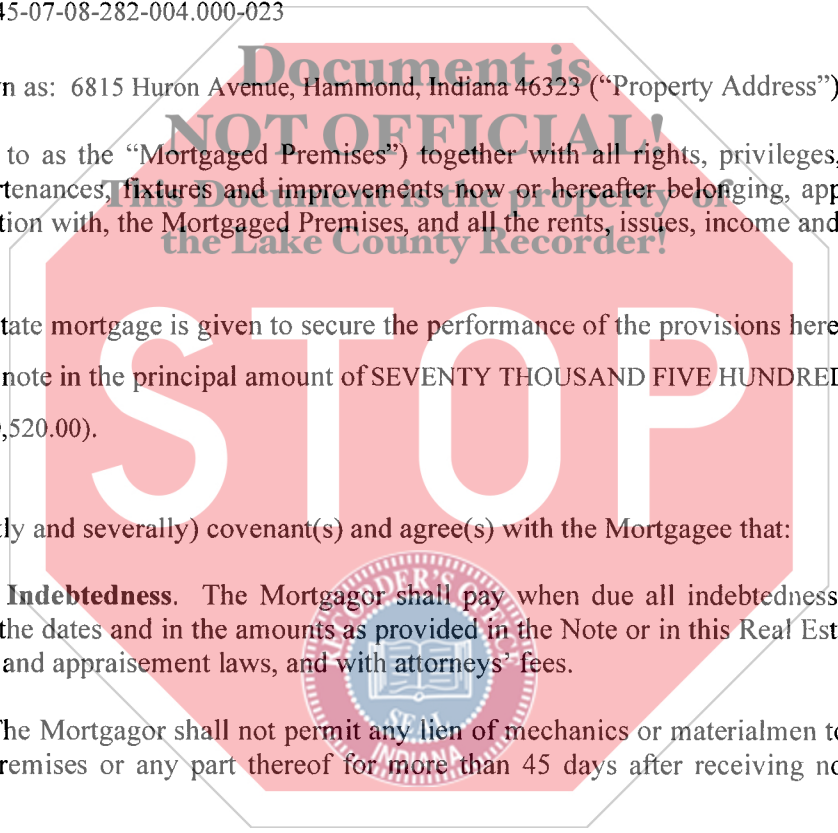
(hereinafter referred to as the "Mortgaged Premises") together with all rights, privileges, interests, easements, hereditaments, appurtenances, fixtures and improvements now or hereafter belonging, appertaining, or attached to, or used in connection with, the Mortgaged Premises, and all the rents, issues, income and profits thereof.

This Real Estate mortgage is given to secure the performance of the provisions hereof and the payment of a certain promissory note in the principal amount of SEVENTY THOUSAND FIVE HUNDRED TWENTY DOLLARS AND 00/100 (U.S. \$70,520.00).

The Mortgagor (jointly and severally) covenant(s) and agree(s) with the Mortgagee that:

- 1. Payment of Indebtedness.** The Mortgagor shall pay when due all indebtedness secured by this Real Estate Mortgage, on the dates and in the amounts as provided in the Note or in this Real Estate Mortgage, without relief from valuation and appraisal laws, and with attorneys' fees.
- 2. No Liens.** The Mortgagor shall not permit any lien of mechanics or materialmen to attach to and remain on the Mortgaged Premises or any part thereof for more than 45 days after receiving notice thereof from the Mortgagee.

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3. Repair of Mortgaged Premises, Insurance. The Mortgagor shall keep the Mortgaged Premises in good repair and shall not commit waste thereon. The Mortgagor shall procure and maintain in effect at all times adequate insurance with insurance companies acceptable to the Mortgagee against loss, damage to or destruction of the Mortgaged Premises because of fire, windstorm, or other such hazards in such amounts as the Mortgagee may reasonably require from time to time, and all such insurance policies shall contain proper clauses making all proceeds of such policies payable to the Mortgagee and the Mortgagor as their respective interests may appear. All such policies payable to the Mortgagee shall be delivered to and retained by the Mortgagee until the indebtedness secured hereby is fully paid.

4. Taxes and Assessments. The Mortgagor shall pay all taxes or assessments levied or assessed against the Mortgaged Premises, or any part thereof, as and when due, and before penalties accrue.

5. Advancements to Protect Security. The Mortgagee may, at its option, advance and pay all sums necessary to protect and preserve the security intended to be given by this Real Estate Mortgage. All sums so advanced and paid by the Mortgagee shall be payable upon demand or shall become a part of the indebtedness secured hereby, at the election of the holder. Such sums may include, but are not limited to, insurance premiums, taxes, assessments and liens which may be or become prior and senior to this Real Estate Mortgage as a lien on the Mortgaged Premises, or any part thereof, and all costs, expenses, and attorneys' fees incurred by the Mortgagee in respect of any and all legal or equitable proceedings which relate to this Real Estate Mortgage or to the Mortgaged Premises.

6. Default by Mortgagor, Remedies of Mortgagee. Upon default by the Mortgagor in any payment provided for herein or in the Note, or in the performance of any covenant or agreement of the Mortgagor hereunder, or if the Mortgagor shall abandon the Mortgaged premises or if a trustee or receiver shall be appointed for the Mortgagor or for any part of the Mortgaged Premises, except if said trustee is appointed in any bankruptcy action, then and in any such event, the entire indebtedness secured hereby shall become immediately due and payable at the option of the Mortgagee, without notice, and this Real Estate Mortgage may be foreclosed accordingly. Upon such foreclosure the Mortgagee may continue the abstract of the title to the Mortgaged Premises, or obtain other appropriate title evidence, and may add the cost thereof to the principal balance due.

7. Non-Waiver, Remedies Cumulative. Time is of the essence in the performance of obligations hereunder. No delay by the Mortgagee in the exercise of any rights hereunder shall preclude the exercise thereof so long as the Mortgagor is in default hereunder, and no failure of the Mortgagee to exercise any rights hereunder shall preclude the exercise hereof in the event of subsequent default by the Mortgagor hereunder. The Mortgagee may enforce any one or more of the rights or remedies hereunder successively or concurrently.

8. Extensions, Reductions, Renewals, Continued Liability of Mortgagor and Guarantor(s). The Mortgagee, at its option, may extend the time for the payment of the indebtedness, or reduce the payments thereon, or accept a renewal note or notes therefore, without consent of any junior lien holder, and without consent of the Mortgagor if the Mortgagor has then parted with title to the Mortgaged Premises. No such extension, reduction or renewal shall affect the priority of this Real Estate Mortgage or impair the security hereof in any manner whatsoever, or release, discharge or affect in any manner the personal liability of the Mortgagor and Guarantor(s), if any, to the Mortgagee.

9. General Agreement of Parties. All rights and obligations hereunder shall extend to and be binding upon the several heirs, representatives, successors and assigns of the parties to this Real Estate Mortgage. When applicable, use of the singular form of any word also shall mean or apply to the plural and the masculine from shall mean and apply to the feminine or the neuter. The titles of the several paragraphs of this Real Estate Mortgage are for convenience only and do not define, limit or construe the contents of such paragraphs.

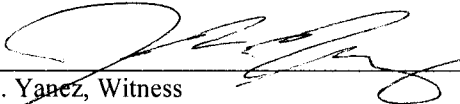


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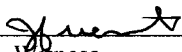
Mailing Address of Mortgagee: 745 SEVENTH AVENUE, 7TH FLOOR, NEW YORK, NEW YORK 10019.

IN WITNESS WHEREOF, the Mortgagor has executed this Real Estate Mortgage, this 10th day of November, 2008.

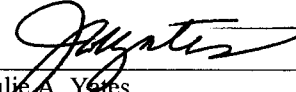
ALASKA SEABOARD PARTNERS LIMITED PARTNERSHIP,
A DELAWARE LIMITED PARTNERSHIP
BY ALASKA SEABOARD INVESTMENTS, INC.,
A NEVADA CORPORATION
ITS GENERAL PARTNER



J. Yanez, Witness



J. Fuentes, Witness

By: 

Julie A. Yates
Its: Vice President

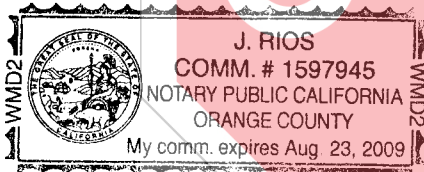
ACKNOWLEDGEMENT


STATE OF CALIFORNIA)
)§.
COUNTY OF ORANGE)

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On November 10, 2008, before me, J. Rios, Notary Public, personally appeared Julie A. Yates Vice President of Alaska Seaboard Investments, Inc., A Nevada Corporation, General Partner of Alaska Seaboard Partners Limited Partnership, A Delaware Limited Partnership, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon which the person acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.

[Seal]





J. Rios, Notary Public
My Commission Expires August 23, 2009;
Residing in Orange County, California.

Prepared by: Julian Yanez at T.D. Service Company, 1820 E. First Street, #300, Santa Ana, California 92705