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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

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REAL ESTATE MORTGAGE

MICHAEL A. BROWN
RECORDER

THIS INDENTURE WITNESSETH, That CHRISTIANA BANK AND TRUST COMPANY AS OWNER TRUSTEE OF THE SECURITY NATIONAL FUNDING TRUST, (the "Mortgagor") of Humboldt County, State of California, MORTGAGE(S) AND WARRANT(S) to FAIRWAY FINANCE COMPANY, LLC, AS SUCCESSOR TO FAIRWAY FINANCE CORPORATION (the "Mortgagee") of New York County, State of New York the following described real estate in Lake County, Indiana:

PARCEL 1: LOT 49 IN BLOCK 5 IN EASTGATE SUBDIVISION, IN THE CITY OF HAMMOND, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 30 PAGE 16, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA. PARCEL 2: LOT 5 IN BLOCK 4 IN BEVERLY SIXTH ADDITION, IN THE CITY OF HAMMOND, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 29 PAGE 62, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA. PARCEL 3: LOT 48 AND THE WEST HALF OF LOT 47 IN F.B. HALL' S SUBDIVISION, IN THE CITY OF HAMMOND, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 3 PAGE 17, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

Tax ID Number: 45-06-12-204-013.000-023

and commonly known as: 505 Vine Street, Hammond, Indiana 46325 ("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 Mortgage secures payment and performance of all indebtedness (including all principal interest, fees, costs, expenses and all other amounts), obligations and liabilities (monetary or otherwise) of Mortgagor to Mortgagee, BMO Capital Markets Corp., as agent for Mortgagee, and their respective successors, permitted transferees and assigns, evidenced by or arising under or in connection with that certain Amended and Restated Loan Agreement dated as of May 20, 2005, as amended, among Mortgagor, Mortgagee, and BMO Capital Markets Corp., as agent for Mortgagee, all promissory notes from time to time delivered thereunder, and all other Transaction Documents referred to therein, in each case as the same may be amended, modified, or restated from time to time (collectively referred to herein as the "Note"), in each case however created, arising or evidenced, whether direct or indirect, absolute or contingent, now or hereafter existing, or due or to become due (collectively, the "Note Obligations"), which Note Obligations bear interest and are due and payable at times provided for in the Note with a final stated maturity of September 23, 2008 (or such later date agreed to by Mortgage/Beneficiary in its sole discretion); provided Mortgagee's right of recovery against the mortgaged property specifically described herein pursuant to this Mortgage shall be limited to TWENTY THREE THOUSAND SIX HUNDRED FIFTY TWO DOLLARS AND 00/100 (U.S. \$23,652.00) plus fees, costs, and expenses payable hereunder (including disbursements made for payment of taxes, special assessments or insurance on the mortgaged property and interest thereon).

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

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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.

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 form 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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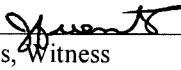
Mailing Address of Mortgage: C/O LORD SECURITIES CORPORATION, 48 WALL STREET, 27TH FLOOR, NEW YORK, NEW YORK 10005.

IN WITNESS WHEREOF, the Mortgagor has executed this Real Estate Mortgage, this 20th day of March, 2009.


CHRISTIANA BANK AND TRUST COMPANY
AS OWNER TRUSTEE OF THE SECURITY NATIONAL
FUNDING TRUST
BY SN SERVICING CORPORATION,
AN ALASKA CORPORATION
ITS ATTORNEY IN FACT
POA RECORDED 8/19/04 INST# 2004-070752



J. Yanez, Witness



J. Fuentes, Witness

By: 

Julie A. Yates
Its: Vice President

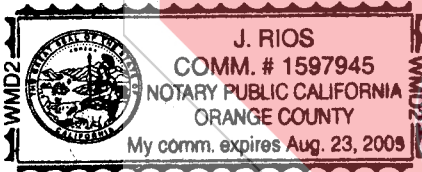
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ACKNOWLEDGEMENT


STATE OF CALIFORNIA
COUNTY OF ORANGE

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)§ This Document is the property of
) the Lake County Recorder!

On March 20, 2009, before me, J. Rios, Notary Public, personally appeared Julie A. Yates Vice President of SN Servicing Corporation, An Alaska Corporation, Attorney In Fact for Christiana Bank and Trust Company As Owner Trustee of the Security National Funding Trust, 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

