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THIS INSTRUMENT PREPARED BY
AND AFTER RECORDING RETURN TO:

2010 058818

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2010 OCT 12 AM 10:10

Aronberg Goldgehn
330 North Wabash Avenue, Suite 1700
Chicago, Illinois 60611
Ned S. Robertson

MICHAEL D. HAJMAN
RECORDER

Address:
Lots 2 and 3, Home Depot-Woodmar Addition
Hammond, Indiana

PIN Nos.
45-07-08-102-001.000-023
45-07-08-101-001.000-023

6201038830M

**MORTGAGE, FIXTURE FILING AND SECURITY
AGREEMENT WITH ASSIGNMENT OF RENTS**

THIS MORTGAGE, FIXTURE FILING AND SECURITY AGREEMENT WITH ASSIGNMENT OF RENTS (this "Mortgage") is dated as of September 28, 2010 from **HAMMOND OUT LOTS, LLC**, an Indiana limited liability company (the "Mortgagor"), which has a mailing address of 1315 Broad Street, New Castle, Indiana 47362, to **COLE TAYLOR BANK**, an Illinois banking corporation, its successors and assigns (the "Mortgagee"), which has a mailing address of 225 West Washington Street, Chicago, Illinois 60606.

WITNESSETH: CHIGAGO TITLE INSURANCE COMPANY

WHEREAS, Mortgagor is the owner of fee simple title to certain real estate commonly known as Lots 2 and 3, Home Depot-Woodmar Addition, Hammond, Lake County, Indiana, and legally described on Exhibit A attached hereto (the "Property"); and

WHEREAS, Mortgagee has heretofore made a loan to WAS Shorewood, L.L.C., an Illinois limited liability company ("WAS"), in the original principal amount of \$1,600,000 (the "Shorewood Loan"), which such loan and all obligations and liabilities related thereto were assigned to Shorewood Crossing, LLC, an Illinois limited liability company ("Shorewood"), pursuant to that certain Assignment and Assumption Agreement dated as of December 6, 2006 by and between WAS, Shorewood and Mortgagee;

WHEREAS, the Shorewood Loan is evidenced by that certain Promissory Note dated as of October 11, 2006 in the original principal amount of \$1,600,000 executed by WAS in favor of Mortgagee, as amended and replaced by that certain Promissory Note dated as of November 10, 2008 in the original principal amount of \$1,568,000 executed by Shorewood in favor of Mortgagee, as further amended and replaced by that certain Promissory Note dated as of June 1, 2009 in the original principal amount of \$1,567,999.87 executed by Shorewood in favor of Mortgagee (as so amended and replaced, the "Shorewood Note") and is secured by, among other things, (i) that certain Construction Loan Agreement dated as of October 11, 2006 by and between WAS and Mortgagee ("Shorewood Loan Agreement"), (ii) that certain Construction

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Mortgage dated as of October 11, 2006 executed by WAS in favor of Mortgagee, covering the real property commonly known as 1131-1137 West Jefferson Street, Shorewood, Illinois (as more particularly described therein, the "Shorewood Property") and recorded with the Will County Recorder on December 14, 2006 as Document No. R2006206956 (the "Shorewood Mortgage"), (iii) that certain Assignment of Rents dated as of October 11, 2006 executed by WAS in favor of Mortgagee, covering the Shorewood Property and recorded with the Will County Recorder on December 14, 2006 as Document No. R2006206957 (the "Shorewood Assignment"); and

WHEREAS, the Shorewood Loan and Shorewood's obligations and liabilities under the Shorewood Loan Documents are guaranteed pursuant to that certain Commercial Guaranty dated as of June 1, 2009 executed by David Scherer ("Scherer") in favor of Mortgagee (the "Scherer Shorewood Guaranty") and that certain Commercial Guaranty dated as of June 1, 2009 executed by Michael Episcopo ("Episcopo", and together with Scherer, the "Guarantors", and each a "Guarantor") in favor of Mortgagee (the "Episcopo Shorewood Guaranty", and together with the Scherer Shorewood Guaranty, the "Shorewood Guaranties"); and

WHEREAS, the Shorewood Loan Agreement, the Shorewood Mortgage, the Shorewood Assignment, the Shorewood Note and the Shorewood Guaranties, all as amended and modified by that certain Loan Modification Agreement dated as of October 5, 2009 by and between Shorewood, Guarantors and Mortgagee, and as may be further amended, modified, restated or replaced from time to time, are hereinafter referred to as the "Shorewood Loan Documents"; and

WHEREAS, Mortgagee has heretofore made a loan to Winfield Plaza, LLC, an Illinois limited liability company ("Winfield", and together with Shorewood, the "Borrowers", and each a "Borrower"), in the original principal amount of \$1,545,000 (the "Winfield Loan", and together with the Shorewood Loan, the "Loans"); and

WHEREAS, the Winfield Loan is evidenced by that certain Promissory Note dated as of May 1, 2007 in the original principal amount of \$1,545,000 executed by Winfield in favor of Mortgagee, as amended and replaced by that certain Promissory Note dated as of May 1, 2009 in the original principal amount of \$1,525,000 executed by Winfield in favor of Mortgagee (as so amended and replaced, the "Winfield Note", and together with the Shorewood Note, the "Notes", and each a "Note") and is secured by, among other things, (i) that certain Construction Loan Agreement dated as of May 1, 2007 by and between Winfield and Mortgagee (the "Winfield Loan Agreement"), (ii) that certain Construction Mortgage dated as of May 1, 2007 executed by Winfield in favor of Mortgagee, covering the real property commonly known as the Northeast Corner of Geneva Road and Delano Street, Winfield, Illinois (as more particularly described therein, the "Winfield Property") and recorded with the DuPage County Recorder on May 15, 2007 as Document No. R2007090300 (the "Winfield Mortgage"), and (iii) that certain Assignment of Rents dated as of May 1, 2007 executed by Winfield in favor of Mortgagee, covering the Winfield Property and recorded with the DuPage County Recorder on May 15, 2007 as Document No. R200790301 (the "Winfield Assignment"); and

WHEREAS, the Winfield Loan and Winfield's obligations and liabilities under the Winfield Loan Documents are guaranteed pursuant to that certain Commercial Guaranty dated as of May 1, 2009 executed by Scherer in favor of Mortgagee (the "Scherer Winfield Guaranty")

and that certain Commercial Guaranty dated as of May 1, 2009 executed by Episcopo in favor of Mortgagee (the "Episcopo Winfield Guaranty"), and together with the Scherer Winfield Guaranty, the "Winfield Guaranties"; and

WHEREAS, the Winfield Loan Agreement, the Winfield Mortgage, the Winfield Assignment, the Winfield Note and the Winfield Guaranties, all as amended and modified by that certain Loan Modification Agreement dated as of September 5, 2009 by and between Winfield, Guarantors and Mortgagee, and as may be further amended, modified, restated or replaced from time to time, are hereinafter referred to as the "Winfield Loan Documents", and collectively with the Shorewood Loan Documents and this Mortgage and that certain Assignment of Leases and Rents of even date herewith executed by Mortgagor in favor of Mortgagee and covering the Property, the "Loan Documents", and each a "Loan Document"; and

WHEREAS, Borrowers and Guarantors have a direct financial interest in Mortgagor, and Mortgagor and Mortgagee intend that this Mortgage secure all current and future liabilities and obligations of Borrowers and Guarantors to Mortgagee, including, but not limited to, the Notes, the Guaranties and all of the other Loan Documents; and

WHEREAS, Borrowers have requested that Mortgagee amend certain of the Loan Documents and as a condition to Mortgagee's agreement to such request, Mortgagee has required that Mortgagor enter into this Mortgage and grant to Mortgagee the liens, security interests, rights, privileges, authorities, powers and remedies referred to herein to secure (i) payment of the Loans and all interest, late charges, reimbursement obligations and other indebtedness evidenced by or owing under the Notes, the Guaranties and any of the other Loan Documents, together with any amendments, extensions, modifications, renewals, replacements or refinancings of any of the foregoing; (ii) the performance and observance of the covenants, conditions, agreements, representations, warranties and other liabilities and obligations of Borrowers or Guarantors or any other obligor to or benefiting Mortgagee which are evidenced or secured by or otherwise provided in the Notes, the Guaranties or any of the other Loan Documents; and (iii) the reimbursement to Mortgagee of any and all sums incurred, expended or advanced by Mortgagee pursuant to any term or provision of or constituting additional indebtedness under or secured by this Mortgage or any of the other Loan Documents, with interest thereon as provided herein or therein (collectively, the "Liabilities").

NOW, THEREFORE, to secure (i) the payment and performance of the obligations of Borrowers under the Notes and the obligations under the Loan Documents, (ii) the payment and performance of the obligations of Guarantors under the Guaranties (iii) the payment of all other indebtedness which this Mortgage by its terms secures, (iv) the Liabilities and (v) the performance and observance of the covenants and agreements contained in this Mortgage, the Notes and/or any of the other Loan Documents (all of such indebtedness, obligations and liabilities identified in (i), (ii), (iii), (iv) and (v) above being hereinafter referred to as the "indebtedness hereby secured"), the Mortgagor does hereby grant, sell, convey, mortgage and assign unto the Mortgagee, its successors and assigns, and does hereby grant to Mortgagee, its successors and assigns, a security interest in all and singular the properties, rights, interests and privileges described in Granting Clauses I through VII below, all of same being collectively referred to herein as the "Mortgaged Premises":

GRANTING CLAUSE I

The Property which is referred to in the first preamble of this Mortgage.

GRANTING CLAUSE II

All of Mortgagor's right, title and interest now owned or hereafter acquired in and to the buildings and improvements of every kind and description heretofore or hereafter erected or placed on the Property and all materials intended for construction, reconstruction, alteration and repair of the buildings and improvements now or hereafter erected thereon, all of which materials shall be deemed to be included within the premises immediately upon the delivery thereof to the Property, and all fixtures, machinery, apparatus, equipment, fittings and articles of personal property of every kind and nature whatsoever now or hereafter attached to or contained in or used in connection with the Property and the buildings and improvements now or hereafter located thereon and the operation, maintenance and protection thereof, including but not limited to, all machinery, motors, fittings, radiators, awnings, shades, screens, all gas, coal, steam, electric, oil and other heating, cooking, power and lighting apparatus and fixtures, all fire prevention and extinguishing equipment and apparatus, all cooling and ventilating apparatus and systems, all plumbing, incinerating, sprinkler equipment and fixtures, all elevators and escalators, all communication and electronic monitoring equipment, all window and structural cleaning rigs and all other machinery and other equipment of every nature and fixtures and appurtenances thereto and all items of furniture, appliances, draperies, carpets, other furnishings, equipment and personal property used or useful in the operation, maintenance and protection of the Property and the buildings and improvements now or hereafter located thereon and all renewals or replacements thereof or articles in substitution therefor, whether or not the same are or shall be attached to said buildings or improvements in any manner; it being mutually agreed, intended and declared that all the aforesaid property shall, so far as permitted by law, be deemed to form a part and parcel of the Property and for the purpose of this Mortgage to be real estate and covered by this Mortgage; and as to the balance of the property aforesaid, this Mortgage is hereby deemed to be as well a Security Agreement under the provisions of the Uniform Commercial Code of the State of Indiana as from time to time in effect (the "Code"), for the purpose of creating hereby a security interest in said property, which is hereby granted by Mortgagor as debtor to Mortgagee as secured party, securing the indebtedness hereby secured. The addresses of Mortgagor (debtor) and Mortgagee (secured party) appear at the beginning hereof.

GRANTING CLAUSE III

All right, title and interest of Mortgagor now owned or hereafter acquired in and to all and singular the estates, tenements, hereditaments, privileges, easements, licenses, franchises, appurtenances and royalties, mineral, oil and water rights belonging or in any wise appertaining to the Property and the buildings and improvements now or hereafter located thereon and the reversions, rents, issues, revenues and profits thereof, including all interest of Mortgagor in all rents, issues and profits of the Property and all rents, issues, profits, revenues, royalties, bonuses, rights and benefits due, payable or accruing (including all deposits of money as advance rent or for security) under any and all leases and renewals thereof or under any contracts or options for the sale of all or any part of the Property (including during any period allowed by law for the

redemption of the Property after any foreclosure or other sale), together with the right, but not the obligation, to collect, receive and receipt for all such rents and other sums and apply them to the indebtedness hereby secured and to demand, sue for and recover the same when due or payable; provided that the assignments made hereby shall not impair or diminish the obligations of Mortgagor under the provisions of such leases or other agreements nor shall such obligations be imposed upon Mortgagee. By acceptance of this Mortgage, Mortgagee agrees that until an Event of Default (as hereinafter defined) shall occur and is continuing giving Mortgagee the right to foreclose this Mortgage, Mortgagor may collect, receive (but not more than thirty (30) days in advance) and enjoy such rents.

GRANTING CLAUSE IV

All judgments, awards of damages, settlements and other compensation hereafter paid or payable to Mortgagor made resulting from condemnation proceedings or the taking of the Property or any part thereof or any building or other improvements now or at any time hereafter located thereon or any easement or other appurtenance thereto under the power of eminent domain, or any similar power or right (including any award from the United States Government at any time after the allowance of the claim therefor, the ascertainment of the amount thereof and the issuance of the warrant for the payment thereof), whether permanent or temporary, or for any damage (whether caused by such taking or otherwise) to said property or any part thereof or the improvements thereon or any part thereof, or to any rights appurtenant thereto, including severance and consequential damage, and any award for change of grade of streets (collectively "Condemnation Awards").

GRANTING CLAUSE V

All property and rights, if any, which are by the express provisions of this instrument required to be subjected to the lien hereof and any additional property and rights that may from time to time hereafter by installation or writing of any kind, be subjected to the lien hereof.

GRANTING CLAUSE VI

All rights in and to common areas and access roads on adjacent properties heretofore or hereafter granted to Mortgagor and any after-acquired title or reversion in and to the beds of any ways, roads, streets, avenues and alleys adjoining the Property or any part thereof.

GRANTING CLAUSE VII

All of Mortgagor's "general intangibles" including "payment intangibles" (as defined in the Code) now owned or hereafter acquired and related to the Mortgaged Premises, including, without limitation, all right, title and interest of the Mortgagor in and to: (i) all agreements, leases, licenses and contracts to which the Mortgagor is or may become a party relating to the Mortgaged Premises or improvements thereon ("Leases"); (ii) all obligations or indebtedness owing to the Mortgagor (other than accounts) or other rights to receive payments of money from whatever source arising relating to the Mortgaged Premises, including, but not limited to, all revenues, rentals, rent equivalents, receipts, income and profits from guest rooms, meeting rooms, food and beverage facilities, vending machines, telephone systems, guest laundry and any other items of revenue, receipts and/or income as identified in the Uniform System of Accounts

for Hotels, 8th Edition, International Association of Hospitality Accountants (1986), as from time to time amended); (iii) all tax refunds and tax refund claims; (iv) all intellectual property; and (v) all choses in action and causes of action.

All of Mortgagor's "accounts" (as defined in the Code) now owned or hereafter created or acquired as relate to the Mortgaged Premises, including, without limitation, all of the following now owned or hereafter created or acquired by Mortgagor: (i) accounts receivable, contract rights, health care insurance receivables, book debts, notes, drafts and other obligations or indebtedness owing to Mortgagor arising from the sale, lease or exchange of goods or other property and/or the performance of services; (ii) Mortgagor's rights in, to and under all purchase orders for goods, services or other property; (iii) Mortgagor's rights to any goods, services or other property represented by any of the foregoing; (iv) monies which shall become due to the Mortgagor under all contracts for the sale, lease or exchange of goods or other property and/or the performance of services including the right to payment of any interest or finance charges in respect thereto (whether or not yet earned by performance on the part of Mortgagor); (v) uncertificated securities and investment property; (vi) proceeds of any of the foregoing and all collateral security and guaranties of any kind given by any person or entity with respect to any of the foregoing; and (vii) all warranties, guarantees, permits and licenses in favor of Mortgagor with respect to the Mortgaged Premises.

TO HAVE AND TO HOLD the Mortgaged Premises and the properties, rights and privileges hereby granted, bargained, sold, conveyed, mortgaged, pledged and assigned, and in which a security interest is granted, unto Mortgagee, its successors and assigns, forever; provided, however, that this instrument is upon the express condition that if the principal of and interest on the Notes shall be paid in full and all other indebtedness hereby secured shall be fully paid and performed and any commitment to advance funds contained in the Notes shall have been terminated, then this instrument and the estate and rights hereby granted shall cease, determine and be void and this instrument shall be released by Mortgagee upon the written request and at the expense of Mortgagor, otherwise to remain in full force and effect.

Mortgagor hereby covenants and agrees with Mortgagee as follows:

1. Payment of the Indebtedness. The indebtedness hereby secured will be promptly paid as and when the same becomes due. The terms and conditions of the Notes are incorporated herein by reference.

2. Representation of Title and Further Assurances. Mortgagor will execute and deliver such further instruments and do such further acts as may be reasonably necessary or proper to carry out more effectively the purpose of this instrument and, without limiting the foregoing, to make subject to the lien hereof any property agreed to be subjected hereto or covered by the Granting Clauses hereof or intended so to be. At the time of delivery of these presents, the Mortgagor is well seized of an indefeasible estate in fee simple in the Property, subject only to the matters set forth in Exhibit B attached hereto and hereby made a part hereof (the "Permitted Exceptions"), and Mortgagor has good right, full power and lawful authority to convey, mortgage and create a security interest in the same, in the manner and form aforesaid; except as set forth in Exhibit B hereto, the Mortgaged Premises are free and clear of all liens, charges, easements, covenants, conditions, restrictions and encumbrances whatsoever, including the

personal property and fixtures, security agreements, conditional sales contracts and anything of a similar nature, and Mortgagor shall and will forever defend the title to the Mortgaged Premises against the claims of all persons whomsoever.

3. [intentionally omitted]

4. [intentionally omitted]

5. [intentionally omitted]

6. Payment of Taxes. Mortgagor shall pay before any penalty attaches all general taxes and all special taxes, special assessments, water, drainage and sewer charges and all other charges, of any kind whatsoever, ordinary or extraordinary, which may be levied, assessed, imposed or charged on or against the Mortgaged Premises or any part thereof and which, if unpaid, might by law become a lien or charge upon the Mortgaged Premises or any part thereof, and shall exhibit to Mortgagee official receipts evidencing such payments within fifteen (15) days after such payments are due, except that, unless and until foreclosure, distraint, sale or other similar proceedings shall have been commenced, no such charge or claim need be paid if being contested (except to the extent any full or partial payment shall be required by law), after notice to Mortgagee, by appropriate proceedings which shall operate to prevent the collection thereof or the sale or forfeiture of the Mortgaged Premises or any part thereof to satisfy the same, conducted in good faith and with due diligence and if Mortgagor shall have furnished such security, if any, as may be required in the proceedings or required by Mortgagee's title insurer to insure over the lien of such taxes.

7. Payment of Taxes on Notes, Mortgage or Interest of Mortgagee. Mortgagor agrees that if any tax, assessment or imposition upon this Mortgage or the indebtedness hereby secured or the Notes or the interest of Mortgagee in the Mortgaged Premises or upon Mortgagee by reason of any of the foregoing (including, without limitation, corporate privilege, franchise and excise taxes, but excepting therefrom any income tax on interest payments on the principal portion of the indebtedness hereby secured imposed by the United States or any State) is levied, assessed or charged, then, unless all such taxes are paid by Mortgagor to, for or on behalf of Mortgagee as they become due and payable (which Mortgagor agrees to do upon demand of Mortgagee, to the extent permitted by law), or Mortgagee is reimbursed for any such sum advanced by Mortgagee, all sums hereby secured shall become immediately due and payable, at the option of Mortgagee upon thirty (30) days' notice to Mortgagor, notwithstanding anything contained herein or in any law heretofore or hereafter enacted, including any provision thereof forbidding Mortgagor from making any such payment. Mortgagor agrees to provide to Mortgagee, upon request, official receipts showing payment of all taxes and charges which Mortgagor is required to pay hereunder.

8. Tax and Insurance Deposits. Upon the prior written request of Mortgagee, Mortgagor covenants and agrees to deposit with Mortgagee, on the first day of the first month following the date hereof, and on the first day of each successive month thereafter until the indebtedness hereby secured is fully paid, a sum equal to (i) one-twelfth (1/12th) of the annual taxes and assessments (general and special) on the Mortgaged Premises (unless said taxes are based upon assessments which exclude improvements thereon now constructed or to be

constructed, in which event the amount of such deposits shall be based upon Mortgagee's reasonable estimate as to the amount of taxes and assessments to be levied and assessed) and (ii) one-twelfth (1/12th) of the annual premiums payable for the insurance required to be maintained in accordance with Section 12 hereof, all as determined and estimated by Mortgagee. If prior deposits are insufficient, Mortgagor shall deposit with Mortgagee an amount of money which, together with the aggregate of the monthly deposits made or to be made pursuant hereto as of one (1) month prior to the date on which the total annual taxes and assessments for the current calendar year become due, shall be sufficient to pay in full the total annual taxes and assessments reasonably estimated by Mortgagee to become due and payable with respect to the Mortgaged Premises for the current calendar year. Such deposits are to be held without any allowance of interest and are to be used for the payment of taxes and assessments (general and special) and insurance premiums, respectively, on the Mortgaged Premises next due and payable when they become due. Mortgagee may, at its option, pay such taxes and assessments when the same become due and payable (upon submission of appropriate bills therefor from Mortgagor) or shall release sufficient funds to Mortgagor for payment of such taxes and assessments. If the funds so deposited are insufficient to pay any such taxes and assessments (general or special) due and payable, Mortgagor shall within ten (10) days after receipt of demand therefor, deposit additional funds as may be necessary to pay such taxes and assessments (general and special) in full. If the funds so deposited exceed the amount required to pay such taxes and assessments (general and special) for any year, the excess shall be applied on a subsequent deposit or deposits. Such deposits need not be kept separate and apart from any other funds of Mortgagee.

9. Mortgagee's Interest In and Use of Deposits. Upon the occurrence of an Event of Default under this Mortgage, the Notes or any other Loan Document and subject to applicable notice, grace and/or cure periods, the Mortgagee may at its option, without being required so to do, apply any monies at the time on deposit pursuant to Section 8 hereof to the performance of any of Mortgagor's obligations hereunder or any of Borrowers' or Guarantors' obligations under the Notes and/or any other Loan Document, in such order and manner as Mortgagee may elect. When the indebtedness hereby secured has been fully paid, any remaining deposits shall be paid to Mortgagor. Such deposits are hereby pledged as additional security for the indebtedness hereby secured and shall be irrevocably applied by Mortgagee for the purposes for which made hereunder and shall not be subject to the direction or control of Mortgagor; provided, however, that Mortgagee shall not be liable for any failure to apply to the payment of taxes, assessments and insurance premiums any amount so deposited unless Mortgagor, while not in default hereunder, shall have requested Mortgagee in writing to make application of such funds to the payment of which they were deposited, accompanied by the bills for such taxes, assessments and insurance premiums. Mortgagee shall not be liable for any act or omission taken in good faith or pursuant to the instruction of any party.

10. Recordation and Payment of Taxes and Expenses Incident Thereto. Mortgagor will cause this Mortgage, all mortgages supplemental hereto and any financing statement or other notices of a security interest required by Mortgagee at all times to be kept, recorded and filed at its own expense in such manner and in such places as may be required by law for the recording and filing or for the rerecording and refiling of a mortgage, security interest, assignment or other lien or charge upon the Mortgaged Premises, or any part thereof, in order fully to preserve and protect the rights of Mortgagee hereunder, and, without limiting the foregoing, Mortgagor will pay or reimburse Mortgagee for the payment of any and all taxes, fees or other charges incurred

in connection with any such recordation or re-recordation, including any documentary stamp tax or tax imposed upon the privilege of having this instrument or any instrument issued pursuant hereto recorded.

11. Security Agreement. Mortgagor and Mortgagee agree that this Mortgage shall constitute a Security Agreement within the meaning of the Code with respect to (a) all sums at any time on deposit for the benefit of Mortgagor or held by the Mortgagee (whether deposited by or on behalf of Mortgagor or anyone else) pursuant to any of the provisions of this Mortgage or the other Loan Documents, (b) with respect to any personal property included in the granting clauses of this Mortgage, which personal property may not be deemed to be affixed to the Mortgaged Premises or may not constitute a "fixture" (within the meaning of Section 9.1-334 of the Code), and (c) with respect to all of the property described in Exhibit C attached hereto and by this reference made a part hereof, and all replacements of, substitutions for, additions to, and the proceeds thereof (all of the foregoing described in subclauses (a), (b) and (c) and the replacements, substitutions and additions thereto and the proceeds thereof being sometimes hereinafter collectively referred to as "Collateral"), and that a security interest in and to the Collateral is hereby granted to the Mortgagee, and the Collateral and all of Mortgagor's right, title and interest therein are hereby assigned to Mortgagee, all to secure payment of the indebtedness hereby secured. All of the provisions contained in this Mortgage pertain and apply to the Collateral as fully and to the same extent as to any other property comprising the Mortgaged Premises; and the following provisions of this Section shall not limit the applicability of any other provision of this Mortgage but shall be in addition thereto:

(a) Mortgagor (being the Debtor as that term is used in the Code) is and will be the true and lawful owner of the Collateral, subject to no liens, charges or encumbrances other than the lien hereof, other liens and encumbrances benefiting Mortgagee and no other party, and liens and encumbrances, if any, expressly permitted by the other Loan Documents.

(b) The Collateral is to be used by Mortgagor solely for business purposes.

(c) The Collateral shall be kept at the Property and, except for Obsolete Collateral (as hereinafter defined), will not be removed therefrom without the consent of Mortgagee (being the Secured Party as that term is used in the Code). The Collateral may be affixed to the Property but will not be affixed to any other real estate.

(d) The only persons having any interest in the Mortgaged Premises are Mortgagor, Mortgagee and holders of interests, if any, expressly permitted hereby.

(e) No Financing Statement (other than Financing Statements showing Mortgagee as the sole secured party, or with respect to liens or encumbrances, if any, expressly permitted hereby) covering any of the Collateral or any proceeds thereof is on file in any public office except pursuant hereto; and Mortgagor, at its own cost and expense, upon demand, will furnish to Mortgagee such further information and will execute and deliver to Mortgagee such financing statements and other documents in form satisfactory to Mortgagee and will do all such acts as Mortgagee may request at any time or from time to time or as may be necessary or appropriate to establish and maintain a perfected security interest in the Collateral as security for the indebtedness hereby secured, subject to no other liens or encumbrances, other than liens or

encumbrances benefiting Mortgagee and no other party and liens and encumbrances (if any) expressly permitted hereby; and Mortgagor will pay the cost of filing or recording such financing statements or other documents, and this instrument, in all public offices wherever filing or recording is deemed by Mortgagee to be desirable.

(f) Upon an Event of Default hereunder and subject to applicable notice, grace and/or cure periods, Mortgagee shall have the remedies of a secured party under the Code, including, without limitation, the right to take immediate and exclusive possession of the Collateral, or any part thereof, and for that purpose, so far as Mortgagor can give authority therefor, with or without judicial process, may enter (if this can be done without breach of the peace) upon any place which the Collateral or any part thereof may be situated and remove the same therefrom (provided that if the Collateral is affixed to real estate, such removal shall be subject to the conditions stated in the Code); and Mortgagee shall be entitled to hold, maintain, preserve and prepare the Collateral for sale, until disposed of, or may propose to retain the Collateral subject to Mortgagor's right of redemption in satisfaction of Mortgagor's obligations, as provided in the Code. Mortgagee may render the Collateral unusable without removal and may dispose of the Collateral on the Mortgaged Premises. Mortgagee may require Mortgagor to assemble the Collateral and make it available to Mortgagee for its possession at a place to be designated by Mortgagee, which is reasonably convenient to both parties. Mortgagee will give Mortgagor at least ten (10) days' notice of the time and place of any public sale of the Collateral or of the time after which any private sale or any other intended disposition thereof is made. The requirements of reasonable notice shall be met if such notice is mailed, by certified United States mail or equivalent, postage prepaid, to the address of Mortgagor hereinafter set forth at least ten (10) days before the time of the sale or disposition. Mortgagee may buy at any public sale. Mortgagee may buy at private sale if the Collateral is of a type customarily sold in a recognized market or is of a type which is the subject of widely distributed standard price quotations. Any such sale may be held in conjunction with any foreclosure sale of the Mortgaged Premises. If Mortgagee so elects, the Mortgaged Premises and the Collateral may be sold as one lot. The net proceeds realized upon any such disposition, after deduction for the expenses of retaking, holding, preparing for sale, selling and the reasonable attorneys' fees and legal expenses incurred by Mortgagee, shall be applied against the indebtedness hereby secured in such order or manner as Mortgagee shall select. Mortgagee will account to Mortgagor for any surplus realized on such disposition.

(g) The terms and provisions contained in this Section 11, unless the context otherwise requires, shall have the meanings and be construed as provided in the Code.

(h) This Mortgage is intended to be a financing statement within the purview of Section 9.1-502(c) of the Code with respect to the Collateral and the goods described herein, which goods are or may become fixtures relating to the Mortgaged Premises. The addresses of Mortgagor (Debtor) and Mortgagee (Secured Party) are set forth in the opening paragraph of this Mortgage and hereinbelow. This Mortgage is to be filed for recording with the Recorder of Deeds of the county or counties where the Mortgaged Premises are located. Mortgagor is the record owner of the Mortgaged Premises.

(i) To the extent permitted by applicable law, the security interest created hereby is specifically intended to cover all Leases between Mortgagor or its agents as lessor, and various

tenants named therein, as lessee, including all extended terms and all extensions and renewals of the terms thereof, as well as any amendments to or replacement of said Leases, together with all of the right, title and interest of Mortgagor, as lessor thereunder.

- (j) Mortgagor represents and warrants that:
 - i. Mortgagor is the record owner of the Mortgaged Premises;
 - ii. Mortgagor's chief executive office is located in the State of Indiana at the mailing address set forth in the opening paragraph of this Mortgage;
 - iii. Mortgagor's state of formation is the State of Indiana; and
 - iv. Mortgagor's exact legal name is as set forth in the opening paragraph of this Mortgage.

- (k) Mortgagor agrees that:
 - i. Mortgagee is authorized to file a financing statement describing the Collateral;
 - ii. Where Collateral is in possession of a third party, Mortgagor will join with the Mortgagee in notifying the third party of the Mortgagee's interest and obtaining an acknowledgment from the third party that it is holding the Collateral for the benefit of Mortgagee;
 - iii. Mortgagor will cooperate with the Mortgagee in obtaining control with respect to Collateral consisting of: deposit accounts, investment property, letter of credit rights and electronic chattel paper; and
 - iv. Until the indebtedness hereby secured is paid in full, Mortgagor will not change the state where it is located or change its company name without giving the Mortgagee at least thirty (30) days' prior written notice in each instance.

12. Insurance. Mortgagor will, at its expense, maintain insurance in accordance with the requirements established by Mortgagee from time to time. The proceeds of such insurance shall be applied as provided in Section 13(c) hereof. In the event of foreclosure, Mortgagor authorizes and empowers Mortgagee to effect insurance upon the Mortgaged Premises in the amounts aforesaid, for a period covering the time of redemption from foreclosure sale provided by law, and if necessary therefor, to cancel any or all existing insurance policies.

13. Damage to and Destruction of the Improvements.

(a) Notice. In the case of any material damage to or destruction of any improvements which are or will be constructed on the Mortgaged Premises or any part thereof, Mortgagor shall promptly give notice thereof to Mortgagee generally describing the nature and extent of such damage or destruction. Material damage shall mean damages in excess of Fifty Thousand and No/100 Dollars (\$50,000.00).

(b) Restoration. Upon the occurrence of any damage to or destruction of any improvements on the Mortgaged Premises or any part thereof, provided Mortgagee permits or is required to permit the proceeds of insurance to be used for repairs, Mortgagor may either apply the net proceeds as and for a prepayment on the Liabilities or shall cause same to be restored, replaced or rebuilt as nearly as possible to their value, condition and character immediately prior to such damage or destruction. Such restoration, replacement or rebuilding shall be effected promptly and Mortgagor shall notify the Mortgagee if it appears that such restoration, replacement or rebuilding may be unduly delayed. Any amounts required for repairs in excess of insurance proceeds shall be paid by Mortgagor.

(c) Application of Insurance Proceeds. Net insurance proceeds received by the Mortgagee under the provisions of this Mortgage or any instrument supplemental hereto or thereto or any policy or policies of insurance covering any improvements on the Mortgaged Premises or any part thereof shall be applied by the Mortgagee at its option as and for a prepayment on the Liabilities (whether or not the same is then due or otherwise adequately secured) or shall be disbursed for restoration of such improvements (in which event the Mortgagee shall not be obligated to supervise restoration work nor shall the amount so released or used be deemed a payment of the indebtedness evidenced by the Liabilities). If Mortgagee elects to permit the use of insurance proceeds to restore such improvements it may do all necessary acts to accomplish that purpose including using funds deposited by Mortgagor with it for any purpose and advancing additional funds, all such additional funds to constitute part of the indebtedness hereby secured. If Mortgagee elects to make insurance proceeds available to Mortgagor for the purpose of effecting such restoration, or, following an Event of Default, elects to restore such improvements, any excess of insurance proceeds above the amount necessary to complete such restoration shall be applied as and for a prepayment on the Liabilities. Notwithstanding the foregoing provisions, Mortgagee agrees that net insurance proceeds shall be made available for the restoration of the portion of the Mortgaged Premises damaged or destroyed if written application for such use is made within thirty (30) days after receipt of such proceeds and the following conditions are satisfied: (i) no Event of Default, or event which if uncured within any applicable cure period would constitute an Event of Default, shall have occurred or be continuing hereunder or under the Loan Documents (and if such an event shall occur during restoration, Mortgagee may, at its election, apply any insurance proceeds then remaining in its hands to the reduction of the indebtedness evidenced by the Liabilities and the other indebtedness hereby secured), (ii) Mortgagor shall have submitted to Mortgagee plans and specifications for the restoration which shall be satisfactory to it in Mortgagee's sole judgment, (iii) Mortgagor shall have submitted to Mortgagee evidence satisfactory to Mortgagee (including, at Mortgagee's election, fixed price contracts with good and responsible contractors and materialmen covering all work and materials necessary to complete restoration) that the cost to complete restoration is not in excess of the amount of insurance proceeds available for restoration, or if a deficiency shall exist, Mortgagor shall have deposited the amount of such deficiency with Mortgagee, (iv) Mortgagor shall have obtained a waiver of the right of subrogation from any insurer under such policies of insurance, (v) in Mortgagee's sole judgment, all restoration can be completed within one hundred eighty (180) days after such a casualty, (vi) Mortgagor is maintaining business interruption and/or rent loss insurance pursuant to Section 12 hereof, if required by Mortgagee, and is receiving the proceeds of such insurance. If Mortgagee elects to make the insurance proceeds available to Mortgagor for the purpose of effecting such a restoration, or, following an Event of Default, elects to restore such

improvements, any excess of insurance proceeds above the amount necessary to complete such restoration shall be applied as and for a prepayment on the Liabilities. Any insurance proceeds to be released pursuant to the foregoing provisions may at the option of Mortgagee be disbursed from time to time as restoration progresses to pay for restoration work completed and in place and such disbursements shall be disbursed in such manner as Mortgagee may determine. Mortgagee may impose such further conditions upon the release of insurance proceeds (including the receipt of title insurance) as are customarily imposed by prudent construction lenders to insure the completion of the restoration work free and clear of all liens or claims for lien. All necessary and reasonable title insurance charges and other costs and expenses paid to or for the account of Mortgagee in connection with the release of such insurance proceeds shall constitute so much additional indebtedness hereby secured to be payable upon demand and if not paid upon demand shall bear interest at the applicable Default Rate. Mortgagee may deduct any such costs and expenses from insurance proceeds at any time held by Mortgagee. No interest shall be payable to Mortgagor upon insurance proceeds held by Mortgagee.

(d) Adjustment of Loss. Mortgagee is hereby authorized and empowered, at its option, to adjust or compromise any loss, the proceeds of which are equal to or in excess of One Hundred Thousand and No/100 Dollars (\$100,000.00), under any insurance policies covering or relating to the Mortgaged Premises and to collect and receive the proceeds from any such policy or policies. Mortgagor hereby irrevocably appoints Mortgagee as its attorney-in-fact for the purposes set forth in the preceding sentence. Each insurance company is hereby authorized and directed to make payment of all such losses directly to Mortgagee alone. After deducting from such insurance proceeds any expenses incurred by Mortgagee in the collection and settlement thereof, including without limitation reasonable attorneys' and adjusters' fees and charges, Mortgagee shall apply the net proceeds to the outstanding principal balance then due under the Liabilities in such manner as Mortgagee desires. Mortgagee shall not be responsible for any failure to collect any insurance proceeds due under the terms of any policy regardless of the cause of such failure unless such failure results from the negligence of Mortgagee.

14. Eminent Domain.

(a) Notice. Mortgagor covenants and agrees that Mortgagor will give Mortgagee immediate written notice of the actual or threatened commencement of any proceedings under condemnation or eminent domain affecting all or any part of the Mortgaged Premises including any easement therein or appurtenance thereof or severance and consequential damage and change in grade of streets, and will deliver to Mortgagee copies of any and all papers served in connection with any such proceedings.

(b) Assignment of Claim, Power of Attorney to Collect, Etc. Any and all awards heretofore or hereafter made or to be made to the present and all subsequent owners of the Mortgaged Premises by any governmental body for taking or affecting the whole or any part of said Mortgaged Premises, the improvements on the Mortgaged Premises or any easement therein or appurtenance thereto (including any award from the United States Government at any time after the allowance of the claim therefor, the ascertainment of the amount thereof and the issuance of the award for payment thereof) are hereby assigned by Mortgagor to Mortgagee to the extent of the existing principal balance, interest thereon and other outstanding charges owed by Mortgagor to Mortgagee, and Mortgagor hereby irrevocably constitutes and appoints

Mortgagee its true and lawful attorney in fact with full power of substitution for it and in its name, place and stead to collect and receive the proceeds of any such award granted by virtue of any such taking and to give proper receipts and acquittances therefor. Mortgagee shall have the right to settle any proceedings which determine the award to be granted if the amount sought by Mortgagor is in excess of Fifty Thousand Dollars (\$50,000), subject to Mortgagor's approval which will not be unreasonably withheld.

(c) Effect of Condemnation and Application of Awards. In the event that any proceedings are commenced by any governmental body or other person to take or otherwise affect the Mortgaged Premises, the improvements thereon or any easement therein or appurtenance thereto, and the proceeds of any award made in such proceedings exceeds Fifty Thousand Dollars (\$50,000), Mortgagee may, at its option, apply the proceeds of any award made in such proceedings as and for a prepayment on the indebtedness evidenced by the Liabilities, notwithstanding the fact that said indebtedness may not then be due and payable or is otherwise adequately secured. Notwithstanding the foregoing, Mortgagee agrees that Mortgagee shall not apply the proceeds of any award made at such proceedings as and for prepayment on the indebtedness evidenced by the Liabilities if the following conditions are satisfied: (i) the effect of such proceedings will not materially interfere with the ability of Mortgagor to utilize the Mortgaged Premises for its intended purpose; (ii) no Event of Default, or event which if uncured within any applicable cure period, would constitute an Event of Default, shall have occurred or be continuing; and (iii) if the proceedings will result in a need to perform repairs upon the Mortgaged Premises, the requirements listed in subsections (ii), (iv) and (vi) of Section 13(c) of this Mortgage concerning the application of insurance proceeds are satisfied, to the extent applicable.

15. Construction, Repair, Waste, Etc. Mortgagor covenants and agrees (i) that no building or other improvement shall be constructed on the Mortgaged Premises without the consent of Mortgagee and, once consented to and constructed, no part thereof shall be materially altered, removed or demolished nor shall any fixtures or appliances on, in or about said buildings or improvements be severed, removed, sold or mortgaged, without the consent of Mortgagee; and in the event of the demolition or destruction in whole or in part of any of the fixtures, chattels or articles of personal property covered hereby ("Obsolete Collateral"), the same will be replaced promptly by similar fixtures, chattels and articles of personal property at least equal in quality and condition to those replaced, free from any security interest in or encumbrance thereon or reservation of title thereto, which is subject to the lien hereof with the same priority as with respect to the Obsolete Collateral; (ii) to permit, commit or suffer no waste, impairment or deterioration of the Mortgaged Premises or any part thereof; (iii) to keep and maintain said Mortgaged Premises and every part thereof in good and first class repair and condition (ordinary wear and tear excepted); (iv) to effect such repairs as Mortgagee may reasonably require and from time to time to make all needful and proper replacements and additions so that said buildings, fixtures, machinery and appurtenances will, at all times, be in good and first class condition, fit and proper for the respective purposes for which they were originally erected or installed; (v) to comply with all statutes, orders, requirements or decrees relating to said Mortgaged Premises by any Federal, State or Municipal authority; (vi) to observe and comply with all conditions and requirements necessary to preserve and extend any and all rights, licenses, easements, permits (including, but not limited to, zoning variances, special exceptions and nonconforming uses), privileges, franchises and concessions which are applicable to the

Mortgaged Premises or which have been granted to or contracted for by the Mortgagor in connection with any existing or presently contemplated use of the Mortgaged Premises or any part hereof and not to initiate or acquiesce in any changes to or terminations of any of the foregoing or of zoning classifications affecting the use to which the Mortgaged Premises or any part thereof may be put without the prior written consent of Mortgagee; and (vii) to make no material alterations in or improvements or additions to the Mortgaged Premises without Mortgagee's written permission except as required by governmental authority.

16. Liens and Encumbrances. Mortgagor will not, without the prior written consent of Mortgagee, directly or indirectly, create or suffer to be created, or to remain, and will discharge or promptly cause to be discharged any mortgage, lien, encumbrance or charge on, pledge or conditional sale or other title retention agreement with respect to the Mortgaged Premises or any part thereof, whether superior or subordinate to the lien hereof, except for this instrument and the lien of all other documents given to secure the indebtedness hereby secured; provided, however, that Mortgagor may contest the validity of any mechanic's lien, charge or encumbrance (other than the lien of this Mortgage or of any other document securing payment of the Liabilities) upon giving Mortgagee timely notice of its intention to contest the same and either (a) maintaining with Mortgagee a deposit of cash or negotiable securities satisfactory to Mortgagee in an amount sufficient in the opinion of Mortgagee to pay and discharge or to assure compliance with the matter under contest in the event of a final determination thereof adversely to such Mortgagor or (b) obtaining title insurance coverage over such lien on Mortgagee's title insurance policy by endorsements acceptable to Mortgagee. Mortgagor agrees to prosecute and contest such lien diligently and by appropriate legal proceedings which will prevent the enforcement of the matter under contest and will not impair the lien of this Mortgage or interfere with the normal conduct of business on the Mortgaged Premises. On final disposition of such contest, any cash or securities in Mortgagee's possession not required to pay or discharge or assure compliance with the matter contested shall be returned to Mortgagor without interest.

17. Right of Mortgagee to Perform Mortgagor's Covenants, Etc. If Mortgagor shall fail to make any payment or perform any act required to be made or performed hereunder, after expiration of any applicable cure period, Mortgagee, without waiving or releasing any obligation or default, may (but shall be under no obligation to) at any time thereafter upon prior written notice to Mortgagor and failure of Mortgagor to make such payment or perform such act within any applicable cure period provided herein make such payment or perform such act for the account and at the expense of Mortgagor, and may enter upon the Mortgaged Premises or any part thereof for such purpose and take all such action thereon as, in the opinion of Mortgagee, may be necessary or appropriate therefor. All sums so paid by Mortgagee and all costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) so incurred, together with interest thereon from the date of payment or incurrence at the Default Rate, shall constitute so much additional indebtedness hereby secured and shall be paid by Mortgagor to Mortgagee on demand. Mortgagee in making any payment authorized under this Section relating to taxes or assessments may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax assessment, sale, forfeiture, tax lien or title or claim thereof.

18. After-Acquired Property. Any and all property hereafter acquired which is of the kind or nature herein provided and related to the Property, or intended to be and become subject

to the lien hereof, shall ipso facto, and without any further conveyance, assignment or act on the part of Mortgagor, become and be subject to the lien of this Mortgage as fully and completely as though specifically described herein; but nevertheless Mortgagor shall from time to time, if requested by Mortgagee, execute and deliver any and all such further assurances, conveyances and assignments as Mortgagee may reasonably require for the purpose of expressly and specifically subjecting to the lien of this Mortgage all such property.

19. Inspection by Mortgagee. Mortgagee and its agents shall have the right to inspect the Mortgaged Premises at all reasonable times with prior notice (which may be oral), and access thereto shall be permitted for that purpose.

20. Subrogation. Mortgagor acknowledges and agrees that Mortgagee shall be subrogated to any lien discharged out of the proceeds of the loans evidenced by the Liabilities or out of any advance by Mortgagee hereunder or under the Liabilities, irrespective of whether or not any such lien may have been released of record.

21. Hazardous Materials and Environmental Concerns.

(a) Mortgagor hereby represents and warrants to Mortgagee that, as of the date hereof: (i) to the best of Mortgagor's knowledge, information and belief, the Mortgaged Premises is not in direct or indirect violation of any local, state or federal law, rule or regulation pertaining to environmental regulation, contamination, remediation or human health and safety (including the regulation or remediation of Hazardous Substances as defined below) (collectively, "Environmental Laws"), all as amended; (ii) to Mortgagor's best knowledge and belief, no hazardous, toxic or harmful substances, wastes, materials, pollutants or contaminants (including, without limitation, asbestos, polychlorinated biphenyls, petroleum products, radon, lead-based paint, flammable explosives, radioactive materials, infectious substances or raw materials which may include hazardous constituents) or any other substances or materials which are included under or regulated by Environmental Laws (collectively, "Hazardous Substances") are located on the Mortgaged Premises (including underground contamination); (iii) the Mortgaged Premises is not subject to any private or governmental lien or judicial, administrative or other notice or action relating to Hazardous Substances or noncompliance with Environmental Laws, nor is Mortgagor aware of any basis for such lien, notice or action; (iv) to Mortgagor's best knowledge and belief, there are no underground storage tanks or other underground storage receptacles (whether active or abandoned) for Hazardous Substances on the Mortgaged Premises; (v) Mortgagor has received no notice of, and to the best of Mortgagor's knowledge and belief, after due inquiry and investigation, there does not exist any, investigation, action, proceeding or claim by any agency, authority or unit of government or by any third party which could result in any liability, penalty, sanction or judgment under any Environmental Laws with respect to any condition, use or operation of the Mortgaged Premises, nor does Mortgagor know of any basis for such investigation, action, proceeding or claim; (vi) Mortgagor has received no notice that, and to the best of Mortgagor's knowledge and belief after due inquiry and investigation, there has been no claim by any party that, any use, operation or condition of the Mortgaged Premises has caused any nuisance, trespass or any other liability or adverse condition on any other property, nor does Mortgagor know of any basis for such notice or claim; and (vii) there are no present environmental conditions or events or, to the best of Mortgagor's knowledge, past environmental conditions or events on or near the Mortgaged Premises that

could be reasonably anticipated to materially adversely affect the value of the Mortgaged Premises.

(b) Mortgagor shall keep or cause the Mortgaged Premises to be kept free from Hazardous Substances and in compliance with all Environmental Laws, shall not install or use any underground storage tanks, shall expressly prohibit the use, generation, handling, storage, production, processing and disposal of Hazardous Substances by all tenants, invitees and trespassers, and, without limiting the generality of the foregoing, during the term of this Mortgage, shall not install in the Mortgaged Premises or permit to be installed in the Mortgaged Premises asbestos or any substance containing asbestos.

(c) Mortgagor shall promptly notify Mortgagee if Mortgagor shall become aware of (i) any Hazardous Substances at, on, under, affecting or threatening to affect the Mortgaged Premises, (ii) any lien, action or notice affecting or threatening to affect the Mortgaged Premises or Mortgagor resulting from any violation or alleged violation of Environmental Law, (iii) any investigation, inquiry or proceeding concerning Mortgagor on the Mortgaged Premises pursuant to any Environmental Law or otherwise relating to Hazardous Substances, or (iv) any occurrence, condition or state of facts which would render any representation or warranty in this Section incorrect in any respect if made at the time of such discovery. Further, immediately upon receipt of the same, Mortgagor shall deliver to Mortgagee copies of any and all orders, notices, permits, applications, reports, and other communications, documents and instruments pertaining to the actual, alleged or potential non-compliance with any Environmental Laws in connection with the Mortgaged Premises or presence or existence of any Hazardous Substances at, on, about, under, within, near or in connection with the Mortgaged Premises. Mortgagor shall, promptly and when and as required, at Mortgagor's sole cost and expense, take all actions as shall be necessary or advisable for compliance with the terms of this Section 21 or for the remediation of any and all portions of the Mortgaged Premises or other affected property, including, without limitation, all investigative, monitoring, removal, containment, remedial and response actions in accordance with all applicable Environmental Laws (and in all events in a manner satisfactory to Mortgagee), and shall further pay or cause to be paid, at no expense to Mortgagee, all remediation, response, administrative and enforcement costs of applicable governmental agencies which may be asserted against the Mortgaged Premises. In the event Mortgagor fails to do so (i) Mortgagee may, but shall not be obligated to, undertake remediation at the Mortgaged Premises or other affected property necessary to bring the Mortgaged Premises into conformance with the terms of Environmental Laws, and (ii) Mortgagor hereby grants to Mortgagee and its agents and employees access to the Mortgaged Premises and a license to do all things Mortgagee shall deem necessary to bring the Mortgaged Premises into conformance with Environmental Laws. Any and all costs and expenses reasonably incurred by Mortgagee in connection therewith, together with interest thereon at the default interest rate under the Notes from the date incurred by Mortgagee until actually paid by Mortgagor, shall be immediately paid by Mortgagor on demand and shall be secured by this Mortgage. Mortgagor covenants and agrees, at Mortgagor's sole cost and expense, to indemnify, defend (at trial and appellate levels, and with attorneys, consultants and experts acceptable to Mortgagee), and hold Mortgagee harmless from and against any and all liens, damages, losses, liabilities, obligations, settlement payments, penalties, assessments, citations, directives, claims, litigation, demands, defenses, judgments, suits, proceedings, costs, disbursements or expenses of any kind or of any nature whatsoever (including, without limitation, reasonable attorneys', consultants' and experts' fees

and disbursements actually incurred in investigating, defending, settling or prosecuting any claim, litigation or proceeding) which may at any time be imposed upon, incurred by or asserted or awarded against Mortgagee or the Mortgaged Premises, and arising directly or indirectly from or out of: (i) the presence, Release or threat of Release of any Hazardous Substances on, in, under, affecting or threatening to affect all or any portion of the Mortgaged Premises or any surrounding areas, regardless of whether or not caused by or within the control of Mortgagor; (ii) the violation of any Environmental Laws relating to, affecting or threatening to affect the Mortgaged Premises, whether or not caused by or within the control of Mortgagor; (iii) the failure by Mortgagor to comply fully with the terms and conditions of this Section 21; (iv) the breach of any representation or warranty contained in this Section 21; or (v) the enforcement of this Section 21, including, without limitation, the cost of assessment, containment and/or removal of any and all Hazardous Substances on and/or from all or any portion of the Mortgaged Premises or any surrounding areas, the cost of any actions taken in response to the presence, Release or threat of Release of any Hazardous Substances on, in, under or affecting any portion of the Mortgaged Premises or any surrounding areas to prevent or minimize such release or threat of release so that it does not migrate or otherwise cause or threaten danger to present or future public health, safety, welfare or the environment, and costs incurred to comply with the Environmental Laws in connection with all or any portion of the Mortgaged Premises or any surrounding areas. The indemnity set forth in this Section 21(c) shall also include any diminution in the value of the security afforded by the Mortgaged Premises or any future reduction in the sales price of the Mortgaged Premises by reason of any matter set forth in this Section 21(c). Mortgagee's rights under this Section shall survive payment in full of the indebtedness hereby secured and shall be in addition to all other rights of Mortgagee under this Mortgage.

(d) Upon Mortgagee's request, at any time after the occurrence of a default hereunder or at such other time as Mortgagee has reasonable grounds to believe that Hazardous Substances are or have been handled, generated, stored, processed, transported to or from, or released or discharged from or disposed of on or around the Mortgaged Premises (other than in the normal course of Mortgagor's or the tenants' business or activities, respectively, and in compliance with all Environmental Laws) or that Mortgagor, any tenant or the Mortgaged Premises may be in violation of Environmental Laws, Mortgagor shall provide, at Mortgagor's sole cost and expense, an inspection or audit of the Mortgaged Premises prepared by a hydrogeologist or environmental engineer or other appropriate consultant approved by Mortgagee indicating the presence or absence of Hazardous Substances on the Mortgaged Premises (including asbestos-containing material or lead-based paint). If Mortgagor fails to provide such inspection or audit within thirty (30) days after such request, Mortgagee may order the same, and Mortgagor hereby grants to Mortgagee and its employees and agents access to the Mortgaged Premises and a license to undertake such inspection or audit. The cost of such inspection or audit, together with interest thereon at the default interest rate under the Notes from the date incurred by Mortgagee until actually paid by Mortgagor, shall be immediately paid by Mortgagor on demand and shall be indebtedness hereby secured by this Mortgage.

(e) Without limiting the foregoing, Mortgagee and its authorized representatives may, during normal business hours and at its own expense, inspect the Mortgaged Premises and Mortgagor's records related thereto for the purpose of determining compliance with Environmental Laws and the terms and conditions of this Section 21.

(f) As used herein, the term "Release" shall include, without limitation, any intentional or unintentional placing, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, disposing, discarding or abandoning of any Hazardous Substance.

(g) Mortgagor hereby represents, warrants and certifies, that: (i) to Mortgagor's best knowledge and belief, there are no underground storage tanks located on, under or about the Mortgaged Premises which are subject to the notification requirements under Section 9002 of the Solid Waste Disposal Act (42 U.S.C. Section 6901 et seq.) and federal regulations promulgated thereunder, as now or hereafter amended; and (ii) there is no facility located on or at the Mortgaged Premises which is subject to the reporting requirements of Section 312 of the Federal Emergency planning and Community Right to Know Act of 1986 (42 U.S.C. Sec. 11001 et seq.) and the federal regulations promulgated thereunder, as now or hereafter amended.

22. Representations and Warranties. Mortgagor represents and warrants as follows:

(a) Mortgagor. Mortgagor is a duly formed limited liability company organized under the laws of the State of Indiana and is existing and in good standing in the State of Indiana;

(b) Authority. Mortgagor has full power and authority to execute and deliver this Mortgage and to perform its obligations hereunder. Upon the execution and delivery hereof, this Mortgage will be valid, binding and enforceable upon Mortgagor in accordance with its terms. Execution and delivery of this Mortgage does not and will not contravene, conflict with, violate or constitute a default under the bylaws, articles of organization or operating agreement governing Mortgagor, any applicable law, rule, regulation, judgment, decree or order or any agreement, indenture or instrument to which Mortgagor is a party or is bound or which is binding upon or applicable to the Mortgaged Premises or any portion thereof;

(c) Conditions. There is not any condition, event or circumstance existing, or any litigation, arbitration, governmental or administrative proceedings, actions, examinations, claims or demands pending or, to the best of Mortgagor's knowledge, threatened, affecting Mortgagor, the Mortgaged Premises or the use or operation thereof, or which would prevent Mortgagor from complying with or performing its obligations under this Mortgage, any of the Loan Documents, or the Liabilities within the time limits set forth herein or therein for such compliance or performance, and no basis for any such matter exists;

(d) Utilities. All utilities necessary for the development, use and operation of the Mortgaged Premises are available;

(e) Compliance of Laws. To the best of Mortgagor's knowledge, the Mortgaged Premises are in compliance with all laws, statutes, ordinances, rules, orders or regulations pertaining to the operation of the businesses to be operated thereon. To the best of Mortgagor's knowledge, the Mortgaged Premises are in compliance with all other laws, statutes, ordinances, rules, orders or regulations of any kind whatsoever (including without limitation, those relating to environmental protection, water use, zoning, building, fire, health or safety), any contractual arrangements with third parties or any covenants, conditions, easements, rights of way or restrictions of record and neither Mortgagor nor any agent of Mortgagor has received any notice,

written or otherwise, alleging any such violation. To the best of Mortgagor's knowledge, the Mortgaged Premises are in full compliance with current zoning requirements applicable thereto, including without limitation, to the extent applicable, those relating to setbacks, height, floor area ratio and percentage of land coverage and are not a non-conforming or special use. Except for with respect to certain offsite drainage, water facilities, and other matters covered by instruments recorded in the public records, no right to any off-site facilities are necessary to insure compliance with all environmental protection, public highway, water use, zoning, building, fire, health, safety or similar statutes, laws, ordinances, codes, rules, regulations, orders and decrees;

(f) Governmental Authority. All permits, consents, approvals or authorizations by, or registrations, declarations, withholdings of objection or filings with any governmental authority necessary in connection with the valid execution, delivery and performance of this Mortgage, or presently necessary for the Mortgaged Premises, have been obtained or will be obtained prior to the time needed, are (or will be, as the case may be), valid, adequate and in full force and effect;

(g) Roads and Easements. All roads, easements and other necessary modes of ingress and egress to the Mortgaged Premises necessary to provide full, complete and adequate access to the Mortgaged Premises are available or have been obtained;

(h) Taxes. Except for the current, nondelinquent taxes, there are no taxes, assessments or liens pending or threatened against the Mortgaged Premises for any present or past due taxes or for paving, sidewalk, curbing, sewer or any other street improvements of any kind;

(i) Homestead. No portion of the Mortgaged Premises is or will be used as the residential homestead of Mortgagor or any individual. The Mortgaged Premises does not constitute residential or agricultural real estate; and

(j) Leases. Other than the Leases (if any), disclosed on a certified rent roll delivered by Mortgagor to Mortgagee, there are no leases affecting any portion of the Mortgaged Premises. Mortgagor will not enter into any lease of the Mortgaged Premises, nor modify the Leases except in accordance with Section 5.7 of the Assignment of Leases and Rents dated of even date herewith made by Mortgagor in favor of Mortgagee (the "Assignment of Leases"). Mortgagor covenants to provide to Mortgagee a true, correct and complete copy of the Leases, and any and all leases affecting any part of the Mortgaged Premises, at Mortgagee's request, pursuant to Section 5.9 of the Assignment of Leases.

23. Transfer of the Mortgaged Premises.

(a) In determining whether or not to make the Loans secured hereby, Mortgagee has examined the credit-worthiness of Borrowers, Guarantors and Mortgagor, found them acceptable and relied and continues to rely upon same as the means of repayment of the Liabilities. Borrowers, Guarantors and Mortgagor are experienced in borrowing money and owning and operating property such as the Mortgaged Premises, were ably represented by a licensed attorney at law in the negotiation and documentation of the Loan secured hereby and bargained at arm's length and without duress of any kind for all of the terms and conditions of the Loan, including

this provision. Borrowers and Mortgagor recognize that Mortgagee is entitled to keep its loan portfolio at current interest rates by either making new loans at such rate or collecting assumption fees and/or increasing the interest rate on a loan, the security for which is purchased by a party other than the original Mortgagor. Mortgagor further recognizes that any secondary or junior financing placed upon the Mortgaged Premises, (a) may divert funds which would otherwise be used to pay the Liabilities secured hereby, (b) could result in acceleration and foreclosure by any such junior encumbrances which would force Mortgagee to take measures and incur expenses to protect its security, (c) would detract from the value of the Mortgaged Premises should Mortgagee come into possession thereof with the intention of selling same; and (d) impair Mortgagee's right to accept a deed in lieu of foreclosure as a foreclosure by Mortgagee would be necessary to clear the title to the Mortgaged Premises.

(b) In accordance with the foregoing and for the purposes of (i) protecting Mortgagee's security, both of repayment by Borrowers and in the value of the Mortgaged Premises; (ii) giving Mortgagee the full benefit of its bargain and contract with Mortgagor; (iii) allowing Mortgagee to raise the interest rate and/or collect assumption fees; and (iv) keeping the Mortgaged Premises free of subordinate financing liens, Mortgagor agrees that if this Section be deemed a restraint on alienation, that it is a reasonable one, Mortgagor shall not permit or suffer to occur any sale, assignment, conveyance, mortgage, lease, pledge, encumbrance or other transfer of, or the granting of any option in, or any contract for any of the foregoing (on an installment basis or otherwise) pertaining to:

- i. the Mortgaged Premises, any part thereof, or any interest therein;
- ii. any membership or management interest of Mortgagor; or
- iii. any membership or management interest of the managing members of Mortgagor

whether involuntary or by operation of law or otherwise (collectively "Transfers"), without the prior written consent of Mortgagee, which consent may be given or withheld in Mortgagee's reasonable judgment, having been obtained to such sale, assignment, conveyance, mortgage, lease, option, pledge, encumbrance or other transfer. Mortgagor agrees that in the event the ownership of the Mortgaged Premises or any interest therein or any part thereof becomes vested in a person or entity other than Mortgagor, Mortgagee may, without notice to Mortgagor, deal in any way with such successor or successors in interest with reference to this Mortgage, and the Loan Documents, without in any way vitiating or discharging Mortgagor's liability hereunder or under any other document evidencing the indebtedness hereby secured. No Transfer of the Mortgaged Premises, forbearance to any person with respect to this Mortgage, or extension to any person of the time for payment of the Liabilities given by Mortgagee shall operate to release, discharge, modify, change or affect the liability of any Mortgagor, either in whole or in part, except to the extent specifically agreed in writing by Mortgagee. Without limitation of the foregoing, in any event in which the written consent of Mortgagee is required in this Section 23, Mortgagee may condition its consent upon any combination of (i) the payment of compensation to be determined by Mortgagee, (ii) the increase of the interest rate payable under the Notes, (iii) the shortening of maturity of the Notes, and (iv) other modifications of the terms of the Notes or the other instruments evidencing the indebtedness hereby secured.

(c) Without limitation of the foregoing, (i) in any event in which Mortgagee's consent is requested in accordance with the terms of this Section 23, Mortgagor shall pay all expenses incurred by Mortgagee, including reasonable attorneys' fees, in connection with the processing of such request, and (ii) the consent of Mortgagee to any transfer of the Mortgaged Premises shall not operate to release, discharge, modify, change or affect the liability of Mortgagor, either in whole or in part.

24. Events of Default. Subject to applicable notice, cure and/or grace periods, any one or more of the following shall constitute an "Event of Default" hereunder:

(a) Any Borrower or Guarantor fails, neglects or refuses to pay the principal of, or interest on, any of the Notes, or any amount owing or performance or obligation required under the Notes, or under any of the Loan Documents or other agreement, mortgage, instrument, document or certificate whether existing now or in the future between any Borrower or Guarantor and Mortgagee or from any Borrower or Guarantor to Mortgagee (as may be amended, supplemented, modified, restated, replaced or in effect from time to time, each a "Cross Defaulted Document"), when and as due or required to be performed and such failure continues for five (5) days, or such other applicable cure period as may be provided for in any applicable Loan Document or Cross Defaulted Document, or any Borrower, Guarantor or Mortgagor fails, neglects or refuses to pay or satisfy any amount payable upon any other Liabilities and such failure continues for ten (10) days after written notice thereof to Mortgagor.

(b) Any violation of Sections 12 or 23 hereof;

(c) The Mortgaged Premises are abandoned by the Mortgagor;

(d) Default in the observance or performance of any other covenant, condition, agreement or provisions hereof or of the Loan Documents, not described within any other subparagraph of this Section 24, which is not remedied within thirty (30) days after written notice thereof to Mortgagor by Mortgagee. If any such default cannot with due diligence be cured within said thirty (30) day period and Mortgagor so notifies Mortgagee, then provided Mortgagor promptly commences and diligently carries out all actions necessary to cure such default, the time period for curing such default shall be extended on a per diem basis for no more than an additional thirty (30) days;

(e) Any representation or warranty made by the Mortgagor as set forth herein, or any additional collateral documents or in any statement or certificate furnished pursuant hereto or thereto, proves untrue in any material respect as of the date of the issuance or making thereof;

(f) The failure of Mortgagor for a period of sixty (60) days after Mortgagee's demand to procure the dismissal or disposition to Mortgagee's satisfaction of any proceedings seeking to enjoin or otherwise prevent or declare invalid or unlawful the occupancy, maintenance or operation of the Mortgaged Premises, or any portion thereof, in accordance with its present usage, or of any proceedings which could or might affect the validity or priority of the lien of the Mortgage or other security for the indebtedness hereby secured or which could materially affect Mortgagor's ability to perform its obligations under this Mortgage;

(g) The Mortgaged Premises are not operated in accordance with applicable zoning and all other statutes, laws, codes, ordinances, rules and regulations; provided, however, that (i) if such noncompliance does not interfere with the continuing operation of the Mortgaged Premises, and (ii) if Mortgagor, immediately upon receiving notice of such noncompliance, commences and diligently carries out all actions necessary to cure such noncompliance, then Mortgagor shall have thirty (30) days after receiving such notice to cure such noncompliance;

(h) The institution of a foreclosure action against the Mortgaged Premises or any part thereof, or the filing of a lien against the Mortgaged Premises or any part thereof, which is not removed of record, bonded off, covered by an endorsement to the loan title insurance policy as provided hereunder, or dismissed within thirty (30) days after Mortgagor is notified by Mortgagee, or otherwise, of such filing;

(i) Failure by Mortgagor to comply promptly with any requirement or any notice of violation of law issued by or filed in any department of any governmental authority having jurisdiction over Mortgagor, the Mortgaged Premises or any matter in or about the Mortgaged Premises which is not cured within any applicable cure period, subject to Mortgagor's right to contest the same pursuant to the provisions set forth in Section 16 hereof; and

(j) Any Default or Event of Default (as therein defined) shall occur under any Loan Document.

25. Remedies. When any Event of Default occurs and is continuing (regardless of the pendency of any proceeding which has or might have the effect of preventing Mortgagor from complying with the terms of this instrument) and in addition to such other rights as may be available under applicable law or any other Loan Document, but subject at all times to any mandatory legal requirements:

(a) Acceleration. Mortgagee may, by written notice to Mortgagor, declare the Liabilities and all unpaid indebtedness of Mortgagor and the Borrowers hereby secured, including interest then accrued thereon, to be forthwith due and payable, whereupon the same shall become and be forthwith due and payable, without other notice or demand of any kind.

(b) Uniform Commercial Code. Mortgagee shall, with respect to any part of the Mortgaged Premises constituting property of the type in respect of which realization on a lien or security interest granted therein is governed by the Code, have all the rights, options and remedies of a secured party under the Code, including without limitation, the right to the possession of any such property or any part thereof, and the right to enter with legal process any premises where any such property may be found. Any requirement of said Code for reasonable notification shall be met by mailing written notice to Mortgagor at its address above set forth at least ten (10) days prior to the sale or other event for which such notice is required. The expenses of retaking, selling and otherwise disposing of said property, including reasonable attorneys' fees and legal expenses incurred in connection therewith, shall constitute so much additional indebtedness hereby secured and shall be payable upon demand with interest at the default rate under the Notes.

(c) Foreclosure. Mortgagee may proceed to protect and enforce the rights of Mortgagee hereunder (i) by any action at law, suit in equity or other appropriate proceedings, whether for the specific performance of any agreement contained herein, or for an injunction against the violation of any of the terms hereof, or in aid of the exercise of any power granted hereby or by law, or (ii) by the foreclosure of this Mortgage. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness hereby secured in the decree of sale, all expenditures and expenses authorized by Chapter 7, Article 29, Title 32 of the Indiana Code, IC 32-29-7 et seq., and Chapter 10, Article 10, Title 32 of the Indiana Code, IC 32-10-10 et seq., all as from time to time amended (the "Act"), and all other expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for reasonable attorneys' fees, appraiser's fees, outlays for documentary and expert evidence, stenographer's charges, publication costs, and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such title searches and examinations, title insurance policies, and similar data and assurance with respect to title as Mortgagee may deem reasonably necessary either to prosecute such suit or to evidence to bidders at sales which may be had pursuant to such decree the true conditions of the title to or the value of the Mortgaged Premises. All expenditures and expenses of the nature mentioned in this paragraph, and such other expenses and fees as may be incurred in the protection of the Mortgaged Premises and rents and income therefrom and the maintenance of the lien of this Mortgage, including the reasonable fees of any attorney employed by Mortgagee in any litigation or proceedings affecting this Mortgage, the Loan Documents or the Mortgaged Premises, including bankruptcy proceedings, or in preparation of the commencement or defense of any proceedings or threatened suit or proceeding, or otherwise in dealing specifically therewith, shall be so much additional indebtedness hereby secured and shall be immediately due and payable by Mortgagor, with interest thereon at the default rate under the Notes until paid.

(d) Appointment of Receiver. Mortgagee shall, as a matter of right, without notice and without giving bond to Mortgagor or anyone claiming by, under or through it, and without regard to the solvency or insolvency of Mortgagor or any Guarantor or Borrower or the then value of the Mortgaged Premises, be entitled to have a receiver appointed pursuant to the Act of all or any part of the Mortgaged Premises and the rents, issues and profits thereof, with such power as the court making such appointment shall confer, and Mortgagor hereby consents to the appointment of such receiver and shall not oppose any such appointment. Any such receiver may, to the extent permitted under applicable law, without notice, enter upon and take possession of the Mortgaged Premises or any part thereof by force, summary proceedings, ejectment or otherwise, and may remove any Mortgagor or other persons and any and all property therefrom, and may hold, operate and manage the same and receive all earnings, income, rents, issues and proceeds accruing with respect thereto or any part thereof, whether during the pendency of any foreclosure or until any right of redemption shall expire or otherwise.

(e) Taking Possession, Collecting Rents, Etc. Upon demand by Mortgagee, Mortgagor shall surrender to Mortgagee and Mortgagee may enter and take possession of the Mortgaged Premises or any part thereof personally, by its agent or attorneys or be placed in possession pursuant to court order as mortgagee in possession or receiver as provided in the Act, and Mortgagee, in its discretion, personally, by its agents or attorneys or pursuant to court order as mortgagee in possession or receiver as provided in the Act may enter upon and take and maintain possession of all or any part of the Mortgaged Premises, together with all documents,

books, records, papers, and accounts of Mortgagor relating thereto, and may exclude Mortgagor and any agents and servants thereof wholly therefrom and may, on behalf of Mortgagor, or in its own name as Mortgagee and under the powers herein granted:

(i) hold, operate, manage and control all or any part of the Mortgaged Premises and conduct the business, if any, thereof, either personally or by its agents, with full power to use such measures, legal or equitable, as in its discretion may be deemed proper or necessary to enforce the payment or security of the rents, issues, deposits, profits, and avails of the Mortgaged Premises, including without limitation actions for recovery of rent, actions in forcible detainer, and actions in distress for rent, all without notice to Mortgagor;

(ii) cancel or terminate any lease or sublease of all or any part of the Mortgaged Premises for any cause or on any ground that would entitle such Mortgagor to cancel the same;

(iii) elect to disaffirm any lease or sublease of all or any part of the Mortgaged Premises made subsequent to this Mortgage without Mortgagee's prior written consent;

(iv) extend or modify any then existing leases and make new leases of all or any part of the Mortgaged Premises, 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 loans evidenced by the Loan Documents and 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, all persons whose interests in the Mortgaged Premises are subject to the lien hereof, and the purchaser or purchasers at any foreclosure sale, notwithstanding any redemption from sale, discharge of the indebtedness hereby secured, satisfaction of any foreclosure decree, or issuance of any certificate of sale or deed to any such purchaser;

(v) make all necessary or proper repairs, decoration renewals, replacements, alterations, additions, betterments, and improvements in connection with the Mortgaged Premises as may seem judicious to Mortgagee, to insure and reinsure the Mortgaged Premises and all risks incidental to Mortgagee's possession, operation and management thereof, and to receive all rents, issues, deposits, profits, and avails therefrom; and

(vi) apply the net income, after allowing a reasonable fee for the collection thereof and for the management of the Mortgaged Premises, to the payment of taxes, premiums and other charges applicable to the Mortgaged Premises, or in reduction of the indebtedness hereby secured in such order and manner as Mortgagee shall select.

Nothing herein contained shall be construed as constituting Mortgagee a mortgagee in possession in the absence of the actual taking of possession of the Mortgaged Premises. The right to enter and take possession of the Mortgaged Premises and use any personal property therein, to manage, operate, conserve and improve the same, and to collect the rents, issues and profits thereof, shall be in addition to all other rights or remedies of Mortgagee hereunder or afforded by law, and may be exercised concurrently therewith or independently thereof. The expenses (including any receiver's fees, counsel fees, costs and agent's compensation) incurred pursuant to the powers herein contained shall be secured hereby which expenses Mortgagor promises to pay upon demand together with interest at the default rate under the Notes. Mortgagee shall not be liable to account to Mortgagor for any action taken pursuant hereto other than to account for any rents actually received by Mortgagee. Without taking possession of the Mortgaged Premises, Mortgagee may, in the event the Mortgaged Premises become vacant or are abandoned, take such steps as it deems appropriate to protect and secure the Mortgaged Premises (including hiring watchmen therefor) and all costs incurred in so doing shall constitute so much additional indebtedness hereby secured payable upon demand with interest thereon at the default rate under the Notes.

26. Compliance with Indiana Mortgage Foreclosure Law.

(a) In the event that any provision in this Mortgage shall be inconsistent with any provision of the Act, the provisions of the Act shall take precedence over the provisions of this Mortgage, but shall not invalidate or render unenforceable any other provision of this Mortgage that can be construed in a manner consistent with the Act.

(b) If any provision of this Mortgage shall grant to Mortgagee any rights or remedies upon default of the Mortgagor which is more limited than the rights that would otherwise be vested in Mortgagee under the Act in the absence of said provision, Mortgagee shall be vested with the rights granted in the Act to the full extent permitted by law.

(c) Without limiting the generality of the foregoing, all expenses incurred by Mortgagee to the extent reimbursable under the Act, whether incurred before or after any decree or judgment of foreclosure, and whether enumerated in Sections 23(c) or 28 of this Mortgage, shall be added to the indebtedness secured by this Mortgage or by the judgment of foreclosure.

27. Waiver of Right to Redeem - Waiver of Appraisalment, Valuation, Etc. Mortgagor shall not and will not apply for or avail itself of any appraisalment, valuation, stay, extension or exemption laws, or any so-called "Moratorium Laws," now existing or hereafter enacted in order to prevent or hinder the enforcement or foreclosure of this Mortgage, but hereby waives the benefit of such laws. Mortgagor for itself and all who may claim through or under it waives any and all right to have the property and estates comprising the Mortgaged Premises marshalled upon any foreclosure of the lien hereof and agrees that any court having jurisdiction to foreclose such lien may order the Mortgaged Premises sold as an entirety. In the event of any sale made under or by virtue of this instrument, the whole of the Mortgaged Premises may be sold in one parcel as an entirety or in separate lots or parcels at the same or different times, all as the Mortgagee may determine. Mortgagee shall have the right to become the purchaser at any sale made under or by virtue of this instrument and Mortgagee so purchasing at any such sale shall have the right to be credited upon the amount of the bid made therefor by Mortgagee with the

amount payable to Mortgagee out of the net proceeds of such sale. In the event of any such sale, the Notes and the other indebtedness hereby secured, if not previously due, shall be and become immediately due and payable without demand or notice of any kind. Mortgagor acknowledges that the Mortgaged Premises does not constitute agricultural real estate or residential real estate. To the fullest extent permitted by law, Mortgagor, on behalf of Mortgagor and each and every person acquiring any interest in, or title to the Mortgaged Premises described herein subsequent to the date of this Mortgage, and on behalf of all other persons to the extent permitted by applicable law, hereby voluntarily and knowingly waives (i) any and all rights of redemption, and (ii) any and all rights of reinstatement.

28. Costs and Expenses of Foreclosure. In any suit to foreclose the lien hereof there shall be allowed and included as additional indebtedness in the decree for sale all reasonable expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for reasonable attorneys' fees, appraiser's fees, outlays for documentary and expert evidence, stenographic charges, publication costs and costs (which may be estimated as to items to be expended after the entry of the decree) of procuring all such abstracts of title, title searches and examination, guarantee policies and similar data and assurances with respect to title as Mortgagee may deem to be reasonably necessary either to prosecute any foreclosure action or to evidence to the bidder at any sale pursuant thereto the true condition of the title to or the value of the Mortgaged Premises, and all of which expenditures shall become so much additional indebtedness hereby secured which Mortgagor agrees to pay and all of such shall be immediately due and payable with interest thereon from the date of expenditure until paid at the default rate under the Notes.

29. Insurance After Foreclosure. Wherever provision is made in this Mortgage for insurance policies to bear mortgage clauses or other loss payable clauses or endorsements in favor of Mortgagee, or to confer authority upon Mortgagee to settle or participate in the settlement of losses under policies of insurance or to hold and disburse or otherwise control use of insurance proceeds, from and after the entry of judgment of foreclosure, all such rights and powers of the Mortgagee shall continue in the Mortgagee as judgment creditor or mortgagee until confirmation of sale. Upon confirmation of sale, Mortgagee shall be empowered to assign all policies of insurance to the purchaser at the sale, except to the extent insurance is provided under blanket policies.

30. Indemnity. Mortgagor hereby covenants and agrees that no liability shall be asserted or enforced against Mortgagee in the exercise of the rights and powers granted to Mortgagee in this Mortgage, and Mortgagor hereby expressly waives and releases any such liability. Mortgagor shall indemnify and save Mortgagee harmless from and against any and all liabilities, obligations, losses, damages, claims, costs and expenses (including reasonable attorneys' fees and court costs) (collectively, "Claims") of whatever kind or nature which may be imposed on, incurred by or asserted against Mortgagee at any time by any third party which relate to or arise from: (a) any suit or proceeding (including probate and bankruptcy proceedings), or the threat thereof, in or to which Mortgagee may or does become a party, either as plaintiff or as a defendant, by reason of this Mortgage or for the purpose of protecting the lien of this Mortgage; (b) the offer for sale or sale of all or any portion of the Mortgaged Premises; and (c) the ownership, leasing, use, operation or maintenance of the Mortgaged Premises, if such Claims relate to or arise from actions taken prior to the surrender of possession of the Mortgaged

Premises to Mortgagee in accordance with the terms of this Mortgage; provided, however, that Mortgagor shall not be obligated to indemnify or hold Mortgagee harmless from and against any Claims directly arising from the gross negligence or willful misconduct of Mortgagee. All costs provided for herein and paid for by Mortgagee shall be so much additional indebtedness hereby secured and shall become immediately due and payable upon demand by Mortgagee and with interest thereon from the date incurred by Mortgagee until paid at the Default Rate.

31. Subordination of Property Manager's Lien. Any property management agreement for the Mortgaged Premises entered into hereafter with a property manager shall contain a provision whereby the property manager agrees that any and all mechanics' lien rights that the property manager or anyone claiming by, through or under the property manager may have in the Mortgaged Premises shall be subject and subordinate to the lien of this Mortgage and shall provide that Mortgagee may terminate such agreement at any time after the occurrence of an Event of Default hereunder. Such property management agreement or a short form thereof, at Mortgagee's request, shall be recorded with the Recorder of Deeds of the county where the Mortgaged Premises are located. In addition, if the property management agreement in existence as of the date hereof does not contain a subordination provision, Mortgagor shall cause the property manager under such agreement to enter into a subordination of the management agreement with Mortgagee, in recordable form, whereby such property manager subordinates present and future lien rights and those of any party claiming by, through or under such property manager to the lien of this Mortgage.

32. Additional Assurances. Mortgagor shall execute and deliver or cause to be executed and delivered to Mortgagee now, and at any time or times hereafter, all documents, instruments, letters of direction, notices, authorizations, reports, acceptances, receipts, consents, waivers, affidavits and certificates as Mortgagee may reasonably request, in form satisfactory to Mortgagee, to perfect and maintain perfected the liens granted by Mortgagor to Mortgagee upon the Mortgaged Premises or other collateral securing the obligations of the Mortgagor, Borrowers and Guarantors pursuant to the terms of this Mortgage and the Loan Documents or in order to consummate fully all of the transactions contemplated hereunder; and in connection therewith, Mortgagor hereby irrevocably makes, constitutes and appoints Mortgagee and any of its officers, employees or agents, as its true and lawful attorney with power to sign the name of Mortgagor to any such document, instrument, letter of direction, notice, report, acceptance, receipt, consent, waiver, affidavit or certificate if Mortgagor has not complied with Mortgagee's request to execute such document within seven (7) days from date of written request.

33. Protective Advances. All advances, disbursements and expenditures made by Mortgagee before and during a foreclosure, and before and after judgment of foreclosure, and at any time prior to sale, and, where applicable, after sale, and during the pendency of any related proceedings, for the following purposes, in addition to those otherwise authorized by this Mortgage or by the Act (collectively "Protective Advances"), shall have the benefit of all applicable provisions of the Act:

- (a) all advances by Mortgagee in accordance with the terms of this Mortgage to: (i) preserve or maintain, repair, restore or rebuild the improvements upon the Mortgaged Premises; (ii) preserve the lien of this Mortgage or the priority thereof; or (iii) enforce this Mortgage;

(b) payments by Mortgagee of: (i) when due installments of principal, interest or other obligations in accordance with the terms of any senior mortgage or other prior lien or encumbrance; (ii) when due installments of real estate taxes and assessments, general and special and all other taxes and assessments of any kind or nature whatsoever which are assessed or imposed upon the Mortgaged Premises or any part thereof; (iii) other obligations authorized by this Mortgage; or (iv) with court approval, any other amounts in connection with other liens, encumbrances or interests reasonably necessary to preserve the status of title;

(c) advances by Mortgagee in settlement or compromise of any claims asserted by claimants under senior mortgages or any other prior liens;

(d) reasonable attorneys' fees and other costs incurred: (i) in connection with the foreclosure of this Mortgage; (ii) in connection with any action, suit or proceeding brought by or against the Mortgagee for the enforcement of this Mortgage or arising from the interest of the Mortgagee hereunder; or (iii) in the preparation for the commencement or defense of any such foreclosure or other action;

(e) Mortgagee's fees and costs, including reasonable attorneys' fees, arising between the entry of judgment of foreclosure and the sale confirmation hearing;

(f) advances of any amount required to make up a deficiency in deposits for installments of taxes and assessments and insurance premiums as may be authorized by this Mortgage;

(g) expenses deductible from proceeds of sale;

(h) expenses incurred and expenditures made by Mortgagee for any one or more of the following: (a) premiums for casualty and liability insurance paid by Mortgagee whether or not Mortgagee or a receiver is in possession, if reasonably required, in reasonable amounts, and all renewals thereof; (b) repair or restoration of damage or destruction in excess of available insurance proceeds or condemnation awards; (c) payments required or deemed by Mortgagee to be for the benefit of the Mortgaged Premises under any grant or declaration of easement, easement agreement, agreement with any adjoining land owners or instruments creating covenants or restrictions for the benefit of or affecting the Mortgaged Premises; (d) shared or common expense assessments payable to any association or corporation in which the owner of the Mortgaged Premises is a member in any way affecting the Mortgaged Premises; (e) pursuant to any lease or other agreement for occupancy of the Mortgaged Premises.

All Protective Advances shall be so much additional indebtedness secured by this Mortgage, and shall become immediately due and payable without notice and with interest thereon from the date of the advance until paid at the default rate under the Notes.

This Mortgage shall be a lien for all Protective Advances as to subsequent purchasers and judgment creditors from the time this Mortgage is recorded.

All Protective Advances shall, except to the extent, if any, that any of the same is clearly contrary to or inconsistent with the provisions of the Act, apply to and be included in:

- i. determination of the amount of indebtedness secured by this Mortgage at any time;
- ii. the indebtedness found due and owing to the Mortgagee in the judgment of foreclosure and any subsequent supplemental judgments, orders, adjudications or findings by the court of any additional indebtedness becoming due after such entry of judgment, it being agreed that in any foreclosure judgment, the court may reserve jurisdiction for such purpose;
- iii. determination of amounts deductible from sale proceeds;
- iv. application of income in the hands of any receiver or Mortgagee in possession; and
- v. computation of any deficiency judgment.

34. Application of Proceeds. The proceeds of any foreclosure sale of the Mortgaged Premises or of any sale of property pursuant to Section 25(c) hereof shall be distributed in the following order of priority: First, on account of all costs and expenses incident to the foreclosure or other proceedings including all such items as are mentioned in Section 25(b), 25(c) and 28 hereof; Second, to all other items which under the terms hereof constitute indebtedness hereby secured in addition to that evidenced by the Loan Documents with interest thereon as herein provided; Third, to all interest on the Liabilities; Fourth, to all principal on the Liabilities with any overplus to whomsoever shall be lawfully entitled to same.

35. Mortgagee's Remedies Cumulative - No Waiver. No remedy or right of Mortgagee shall be exclusive but shall be cumulative and in addition to every other remedy or right now or hereafter existing at law or in equity or by statute or under any other Loan Document. No delay in the exercise or omission to exercise any remedy or right accruing on any default shall impair any such remedy or right or be construed to be a waiver of any such default or acquiescence therein, nor shall it affect any subsequent default of the same or different nature. Every such remedy or right may be exercised concurrently or independently, and when and as often as may be deemed expedient by Mortgagee.

36. Mortgagee Party to Suits. If Mortgagee shall be made a party to or shall intervene in any action or proceeding affecting the Mortgaged Premises or the title thereto or the interest of Mortgagee under this Mortgage (including probate and bankruptcy proceedings), or if Mortgagee employs an attorney to collect any or all of the indebtedness hereby secured or to enforce any of the terms hereof or realize hereupon or to protect the lien hereof, or if Mortgagee shall incur any costs or expenses in preparation for the commencement of any foreclosure proceeding or for the defense of any threatened suit or proceeding which might affect the Mortgaged Premises or the security hereof, whether or not any such foreclosure or other suit or proceeding shall be actually commenced, then in any such case, Mortgagor agrees to pay to Mortgagee, immediately and without demand, all reasonable costs, charges, expenses and attorneys' fees incurred by Mortgagee in any such case, and the same shall constitute so much additional indebtedness hereby secured payable upon demand with interest at the Default Rate.

37. Modifications Not To Affect Lien. Mortgagee, without notice to anyone, and without regard to the consideration, if any, paid therefor, or the presence of other liens on the Mortgaged Premises, may in its discretion release any part of the Mortgaged Premises or any person liable for any of the indebtedness hereby secured, may extend the time of payment of any of the indebtedness hereby secured and may grant waivers or other indulgences with respect hereto and thereto, without in any way affecting or impairing the liability of any party liable upon any of the indebtedness hereby secured or the priority of the lien of this Mortgage upon all of the Mortgaged Premises not expressly released, and may agree with Mortgagor to modifications to the terms and conditions contained herein or otherwise applicable to any of the indebtedness hereby secured (including modifications in the rates of interest applicable thereto).

38. Release Upon Payment and Discharge of Mortgagor's Obligations. Mortgagee shall release this Mortgage and the lien thereof by proper instrument upon payment and discharge of all indebtedness hereby secured, including payment of reasonable expenses incurred by Mortgagee in connection with the execution of such release. At the request of Mortgagor, Mortgagee shall also issue a full or partial release, as applicable, of the lien of this Mortgage as it relates to any portion of the Mortgaged Premises which shall be sold by Mortgagor upon (i) the sale of the Mortgaged Premises or any portion thereof in accordance with and pursuant to the terms of the Loan Agreement and (ii) the application of all of the net sale proceeds (gross proceeds less broker commissions of not more than 5%, plus title and transfer taxes) to the payment of the indebtedness hereby secured.

39. Notices. All correspondence between Mortgagor and Mortgagee, and all notices, if any, required to be given under the terms of this Mortgage or which either Mortgagor or Mortgagee desires to give hereunder, shall be in writing and shall be delivered personally or sent by registered or certified mail, postage prepaid, return receipt requested, or by nationally recognized overnight courier or by facsimile transmission, addressed as follows:

If to Mortgagee: Cole Taylor Bank
225 West Washington Street
Chicago, Illinois 60606
Attention: William Murphy
Facsimile Number: 847-698-5700

With a copy to: Aronberg Goldgehn
330 North Wabash Avenue, Suite 1700
Chicago, Illinois 60611
Attention: Ned S. Robertson
Facsimile No.: 312/222-6370

If to Mortgagor: Hammond Out Lots, LLC
1122 North LaSalle Street
Chicago, Illinois 60610

With a copy to: Field and Goldberg, LLC
10 South LaSalle Street, Ste 2910
Chicago, Illinois 60603
Attention: Jay R. Goldberg

or to such other address as Mortgagor or Mortgagee may from time to time designate in writing to the other party. Notices sent by facsimile transmission shall be deemed to have been given when sent; notices sent by mail shall be deemed to have been given two (2) days after the date when sent by registered or certified mail; and notices delivered in person or sent by overnight courier service shall be deemed to have been given when received.

40. Partial Invalidity. All rights, powers and remedies provided herein are intended to be limited to the extent necessary so that they will not render this Mortgage invalid, unenforceable or not entitled to be recorded, registered or filed under any applicable law. If any term of this Mortgage shall be held to be invalid or unenforceable, the validity and enforceability of the other terms of this Mortgage shall in no way be affected thereby.

41. Successors and Assigns. Whenever any of the parties hereto is referred to, such reference shall be deemed to include the successors and assigns of such party; and all the covenants, promises and agreements in this Mortgage contained by or on behalf of Mortgagor, or by or on behalf of Mortgagee, shall bind and inure to the benefit of the respective successors and assigns of such parties, whether so expressed or not.

42. Headings. The headings in this instrument are for convenience of reference only and shall not limit or otherwise affect the meaning of any provision hereof.

43. Changes, Etc. This instrument and the provisions hereof may be changed, waived, discharged or terminated only by an instrument in writing signed by the party against which enforcement of the change, waiver, discharge or termination is sought.

44. Waiver of Jury Trial: TO THE MAXIMUM EXTENT PERMITTED BY LAW, MORTGAGOR AND MORTGAGEE HEREBY EXPRESSLY WAIVE ANY RIGHT TO TRIAL BY JURY OF ANY ACTION, CAUSE OF ACTION, CLAIM, DEMAND OR PROCEEDING ARISING UNDER OR WITH RESPECT TO THIS MORTGAGE, OR IN ANY WAY CONNECTED WITH, RELATED TO OR INCIDENTAL TO THE DEALING OF MORTGAGOR AND MORTGAGEE WITH RESPECT TO THIS MORTGAGE, OR THE TRANSACTIONS RELATED HERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE. TO THE MAXIMUM EXTENT PERMITTED BY LAW, MORTGAGOR AND MORTGAGEE HEREBY AGREE THAT ANY SUCH ACTION, CAUSE OF ACTION, CLAIM, DEMAND OR PROCEEDING SHALL BE DECIDED BY A COURT TRIAL WITHOUT A JURY AND THAT MORTGAGOR OR MORTGAGEE MAY FILE AN EXECUTED COPY OF THIS MORTGAGE WITH ANY COURT OR OTHER TRIBUNAL AS WRITTEN EVIDENCE OF THE CONSENT OF MORTGAGOR AND MORTGAGEE TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

45. Additional Waivers. MORTGAGOR EXPRESSLY AND UNCONDITIONALLY WAIVES, IN CONNECTION WITH ANY SUIT, ACTION OR PROCEEDING BROUGHT BY MORTGAGEE TO ENFORCE ANY RIGHTS UNDER THIS MORTGAGE, ANY AND EVERY RIGHT IT MAY HAVE TO (I) INJUNCTIVE RELIEF, (II) INTERPOSE ANY COUNTERCLAIM THEREIN OTHER THAN A COMPULSORY COUNTERCLAIM AND (III) SEEK TO HAVE THE SAME CONSOLIDATED WITH ANY OTHER OR SEPARATE SUIT, ACTION OR PROCEEDING.

46. Applicable Law; Venue. THIS MORTGAGE AND THE TRANSACTIONS EVIDENCED HEREBY SHALL BE CONSTRUED AND INTERPRETED UNDER THE LAWS OF THE STATE OF INDIANA. MORTGAGOR, IN ORDER TO INDUCE MORTGAGEE TO ACCEPT THE NOTES AND THIS MORTGAGE, AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH HEREBY IS ACKNOWLEDGED, AGREES THAT ALL ACTIONS OR PROCEEDINGS ARISING DIRECTLY, INDIRECTLY OR OTHERWISE IN CONNECTION WITH, OUT OF, RELATED TO OR FROM THIS MORTGAGE SHALL BE LITIGATED ONLY IN COURTS HAVING A SITUS WITHIN LAKE COUNTY, STATE OF INDNANA, OR THE UNITED STATES DISTRICT COURT FOR SAID COUNTY. MORTGAGOR HEREBY WAIVES ANY RIGHT IT MAY HAVE TO TRANSFER OR CHANGE THE VENUE OF ANY LITIGATION BROUGHT AGAINST IT BY MORTGAGEE IN CONNECTION WITH THIS MORTGAGE IN ACCORDANCE WITH THIS SECTION. THIS PROVISION IS A MATERIAL INDUCEMENT FOR MORTGAGEE TO ACCEPT THE NOTES AND THIS MORTGAGE.

47. Governing Law. This Mortgage shall be governed by and construed under the laws of the State of Indiana.

48. Future Advances. Mortgagee shall have the right, but not the obligation, to advance additional funds in excess of \$2,743,577 to Borrowers; and any sum or sums which may be so loaned or advanced by Mortgagee to Borrowers, together with interest thereon at the rate agreed upon at the time of such loan or advance, shall be equally secured with and have the same priority as the original indebtedness and be subject to all the terms and provisions of this Mortgage. Subject to the preceding sentence, this Mortgage is further made to secure payment of all other amounts, with interest thereon, becoming due and payable to Mortgagee under the terms of the Notes, this Mortgage, or any other instruments securing the Notes; provided, however, that the indebtedness hereby secured shall in no event exceed \$8,230,731.

49. Variable Rate Mortgage. This Mortgage is a variable rate mortgage with changes in the rate of interest, said changes calculated pursuant to the formulas set forth in each respective Note.

[signature page follows]

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed as of the day and year first above written.

MORTGAGOR:

HAMMOND OUT LOTS, LLC, an Indiana limited liability company

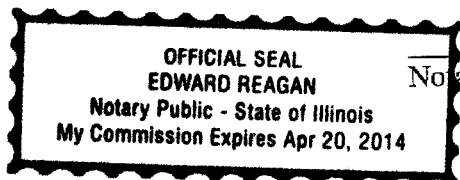
By: **ORIGIN MANAGER LLC**, a Delaware limited liability company, Manager

By: *David Scherer*
David Scherer, Member

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The undersigned, a Notary Public in and for said County in the State aforesaid, does hereby certify that David Scherer, a Member of Origin Manager LLC, a Delaware limited liability company, the Manager of Hammond Out Lots, LLC, an Indiana limited liability company, is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Member, appeared before me this day in person and acknowledged that he signed and delivered such instrument as his own free and voluntary act and as the free and voluntary act of said company, for the uses and purposes set forth therein.

Given under my hand and notarial seal on September 28, 2010



Edward Reagan
Notary Public

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. *Edward Reagan*

EXHIBIT A
LEGAL DESCRIPTION

PARCEL 1:

LOTS 2 AND 3, HOME DEPOT – WOODMAR ADDITION, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 97, PAGE 36, AND IN CERTIFICATE OF CORRECTION RECORDED JULY 25, 2005 AS DOCUMENT NUMBER 2005-061530, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

PARCEL 2:

TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS AS DISCLOSED ON THE PLAT OF SUBDIVISION OF HOME DEPOT – WOODMAR ADDITION, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 97, PAGE 36, AND IN CERTIFICATE OF CORRECTION RECORDED JULY 25, 2005 AS DOCUMENT NUMBER 2005-061530, AND IN RESTRICTION AGREEMENT AND GRANT OF EASEMENTS RECORDED JUNE 27, 2005 AS DOCUMENT NUMBER 2005-052745, MADE BY AND BETWEEN MIDCO/WHITECO HAMMOND, LLC, AN INDIANA LIMITED LIABILITY COMPANY, AND HOME DEPOT U.S.A., INC., A DELAWARE CORPORATION, BEING PART OF THE FOLLOWING:

LOT 1, HOME DEPOT – WOODMAR ADDITION, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 97, PAGE 36, AND IN CERTIFICATE OF CORRECTION RECORDED JULY 25, 2005 AS DOCUMENT NUMBER 2005-061530, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

PIN Nos.

45-07-08-102-001.000-023

45-07-08-101-001.000-023

EXHIBIT B

PERMITTED EXCEPTIONS

Those certain Exceptions from Coverage listed in Schedule B of that certain Title Commitment issued by Chicago Title Insurance Company as No. 620103883 dated July 26, 2010.

EXHIBIT C

PERSONAL PROPERTY

Mortgagor has granted to Mortgagee a security interest in the property owned by Mortgagor and described as follows:

(a) All personal property of every nature whatsoever now or hereafter owned by Mortgagor and on, or used in connection with the Property or the improvements thereon, including all extensions, additions, improvements, betterments, renewals, substitutions and replacements thereof and all of the right, title and interest of Mortgagor in and to any such personal property together with the benefit of any deposits or payments now or hereafter made on such personal property by Mortgagor or on its behalf;

(b) Any and all rents, revenues, issues, profits, proceeds, income, royalties, accounts, including health care insurance receivables, accounts receivable, escrows, reserves, impounds, security deposits and other rights to monies now owned or hereafter acquired and arising from or out of the Property and/or the businesses and operations conducted by Mortgagor thereon.

(c) All fixtures and articles of personal property now or hereafter owned by Mortgagor and forming a part of or used in connection with the Property or the improvements thereon, including, but without limitation, any and all air conditioners, antennae, appliances, apparatus, awnings, basins, bathtubs, bidets, boilers, bookcases, cabinets, carpets, coolers, curtains, dehumidifiers, disposals, doors, drapes, dryers, ducts, dynamos, elevators, engines, equipment, escalators, exercise equipment, fans, fittings, floor coverings, furnaces, furnishings, furniture, hardware, heaters, humidifiers, incinerators, lighting, machinery, motors, ovens, pipes, plumbing, pumps, radiators, ranges, recreational facilities, refrigerators, screens, security systems, shades, shelving, sinks, sprinklers, stokers, stoves, toilets, ventilators, wall coverings, washers, windows, window coverings, wiring, and all renewals or replacements thereof or articles in substitution therefor;

(d) All proceeds of the foregoing, including, without limitation, all judgments, awards of damages and settlements hereafter made resulting from condemnation proceeds or the taking of the Property or improvements thereon or any portion thereof under the power of eminent domain, any proceeds of any policies of insurance, maintained with respect to the Property or improvements thereon or proceeds of any sale, option or contract to sell the Property or improvements thereon or any portion thereof;

(e) Any and all other personal property of any kind, nature or description, whether tangible or intangible, (including without limitation, any and all goods, contract rights, franchises, licenses, permits, chattel paper, money, equipment, deposit accounts, including health care insurance receivables, documents, investment property, instruments, letter of credit rights, supporting obligators and general intangibles) of Mortgagor relating to or used in connection with the operation or maintenance of the Property, whether now owned or hereafter acquired, or in which Mortgagor now has or shall hereafter acquire any right, title or interest whatsoever (whether by bill of sale, lease, conditional sales contract, or other title retention document or otherwise).

(f) Any and all additions and accessories to all of the foregoing and any and all proceeds (including proceeds of insurance, eminent domain or other governmental takings and tort claims), renewals, replacements and substitutions of all of the foregoing.

(g) All of the books and records pertaining to the foregoing.