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STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2012 061139

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MICHELLE B. FAUMAN  
RECORDER

**AMENDED AND RESTATED MORTGAGE, ASSIGNMENT OF LEASES AND RENTS,  
SECURITY AGREEMENT AND FINANCING STATEMENT**

BY

**ANDERSON LAKE COUNTY PROPERTIES LTD., LLC**, an Indiana limited liability company

as Borrower,

TO

**ALLY BANK (Ally Capital in Hawaii, Mississippi, Montana and New Jersey)**

as Bank,

**Document is  
NOT OFFICIAL!**

**This Document is the property of  
the Lake County Recorder!**

Return to:  
Title Source Inc.

662 Woodward Avenue  
Detroit, MI 48226

**COMMERCIAL**  
56826391 - CNO

**STOP**

**LOCATION OF PROPERTY:**

Address: 1550 East 61st Avenue, Merrillville, Indiana 46410  
County: Lake  
Tax Id.: 45-12-03-477-901.000-030, 45-12-03-477-001.000-030

**ATTENTION COUNTY RECORDER:** This Mortgage covers goods that are or are to become affixed to or fixtures on the land described in Exhibit A hereto and is to be filed for record in the records where Mortgages on real estate are recorded. Additionally, this instrument should be appropriately indexed, not only as a Mortgage, but also as a fixture filing covering goods that are or are to become fixtures on the real property described herein. The mailing addresses of the Borrower (Debtor) and Bank (Secured Party) are set forth in Section A of this Mortgage. This instrument contains, *inter alia*, obligations that may provide for a variable rate of interest.

\$37

CR# 130544

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This **AMENDED AND RESTATED MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FINANCING STATEMENT** ("Mortgage") is made and effective as of August 31, 2012, by **ANDERSON LAKE COUNTY PROPERTIES LTD., LLC**, an Indiana limited liability company, located at 1550 East 61st Avenue, Merrillville, Indiana 46410 ("Borrower"), in favor of **ALLY BANK** (Ally Capital in Hawaii, Mississippi, Montana and New Jersey), a Utah corporation, with an office at 6985 Union Park Center, Suite 435, Midvale, Utah 84047 ("Mortgagee" or "Bank").

WITNESSETH:

**WHEREAS**, Borrower and Bank previously entered into that certain Commercial Real Estate Loan and Security Agreement dated as of May 29, 2008 (the "Prior Loan Agreement"), whereby Bank made a certain loan to Borrower in the original principal amount of \$3,698,000.00 (collectively, the "Prior Loan");

**WHEREAS**, as security for the Prior Loan, Borrower made that certain Mortgage, Assignment of Leases and Rents, Security Agreement, and Financing Statement in favor of Bank, dated as of May 29, 2008, and recorded with the Lake County Recorder of Deeds on June 5, 2008 as Document 2008-041506 (the "Prior Mortgage");

**WHEREAS**, Borrower now desires to refinance the Prior Loan, and pursuant to the terms and conditions of that certain Amended and Restated Commercial Loan and Security Agreement by and between Borrower and Bank and dated of even date herewith (as amended, modified or restated from time to time, the "Loan Agreement"), Bank has made or will make a loan to Borrower in the original principal amount of \$3,248,505.76 (together with interest thereon and all of Bank's costs and expenses incurred in connection therewith, hereinafter the "Loan");

**WHEREAS**, Borrower has derived and will continue to derive direct and indirect economic benefit from the Loan;

**WHEREAS**, Bank has required, as a condition to making the Loan, and pursuant to the terms and conditions of the Loan Agreement, that Borrower enter into this Mortgage and grant to Bank the liens and security interests referred to herein to secure the Obligations; and

**NOW THEREFORE**, in consideration of the premises contained herein, and for such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower mortgages, hypothecates, pledges, grants, conveys, bargains, sells, transfers, warrants and grants a first priority security interest to Bank, in:

1. All of Borrower's fee simple right, title, and interest in the property described in attached Exhibit A, including, without limitation, the land, any and all appurtenances thereto, and any and all buildings, structures, Fixtures (as such term is defined in Article 9 of the Indiana Uniform Commercial Code ("Code") as now in effect or as may be revised or amended from time to time), and improvements thereon, and all other personal property of every kind or nature located in or on, or attached to, or used or to be used in connection with the land, buildings, structures, fixture or improvements, including, but not limited to, Equipment as such term is defined in Article 9 of the Code as now in effect or as may be revised or amended from time to time, whether now or later existing (collectively "Property");

2. Any and all existing and future leases, subleases, and other agreements affecting the use, enjoyment, or occupancy of the Property, including all extensions, renewals, and/or replacements thereof (each a "Lease" and, collectively, the "Leases");
  3. All rents, revenues, profits, and other benefits arising under Leases or relating to the Leases and/or Property ("Rents");
  4. All of Borrower's rights under or relating to the Leases, including, without limitation, the rights to:
    - a. Claim, receive, collect, and pay all Rents payable or receivable under the Leases;
    - b. Apply such Rents to Borrower's Obligations.
  5. Proceeds of the foregoing.
- B. This Mortgage secures payment and performance of any and all present and future debts, advances, obligations, and duties that Borrower owes to Bank however arising under, and/or relating to, any and all loan and financing accommodations extended by Bank to Borrower ("Obligations").
1. The Obligations include, without limitation, the real estate loan in the amount of \$3,248,505.76, plus interest and all of Bank's costs and expenses incurred in connection with this loan (collectively "Loan") evidenced by the Amended and Restated Commercial Real Estate Loan and Security Agreement, dated as of even date herewith ("Loan Agreement").
  2. Borrower and Bank expressly intend that this Mortgage secure any and all optional or obligatory future advances that Bank may make to Borrower from time to time, but any and all optional future advances are discretionary and are subject to such terms and conditions as Bank may require in its sole, absolute discretion.
- C. Upon default under any Obligation or an Event of Default (as defined in the Loan Agreement) and upon Bank's request:
1. To the extent permitted by law, Bank may completely or partially foreclose upon and sell the Property in accordance with the applicable private, nonjudicial foreclosure procedures prescribed by state law;
  2. If state law prohibits private foreclosure sales, Bank may institute court proceedings for complete or partial foreclosure upon sale of the Property in accordance with state law.
- D. This Mortgage remains in effect until Bank releases it.
1. Upon full and final payment and performance of all of Borrower's Obligations, Bank will release this Mortgage.
  2. Upon release, this Mortgage will be void.
- E. Leases; Assignment of Leases and Rents.

1. Borrower has no right or power, as against Bank, without the prior written consent of Bank, in each case (i) to enter into or modify or amend, in any material respect, or cancel, any of the terms, covenants or conditions of any Leases, (ii) to consent to any assignment of any Lease or any subletting of the portion of the Property subject to any Lease, (iii) to assign, mortgage or otherwise encumber any of the Leases or any of the Rents due or to become due thereunder or to which Bank may now or hereafter become entitled, or (iv) to accept prepayments of installments of rent for more than thirty (30) days in advance of the time when the same shall become due or to anticipate the rents thereunder, except for security deposits not in excess of one (1) month's rent. Borrower shall notify Bank as soon as Borrower is aware of the same and not later than six (6) months prior to the date of the expiration of the term of any Lease of its intention either to renew or not renew any such Lease and if Borrower shall intend to renew the Lease, the terms and conditions of any such renewal Lease.
2. In addition to containing such other terms and conditions as Bank shall approve, each Lease which shall be entered into in accordance with the provisions hereof shall (i) not permit the lessee thereunder to terminate or invalidate the terms of its Lease as a result of any action taken by Bank to enforce this Mortgage either by foreclosure, or acceptance of a deed in lieu of foreclosure, or by resort to any other rights or remedies available to Bank hereunder or at law or in equity, (ii) include a subordination clause providing that the Lease and the interest of the lessee thereunder in the Property are in all respects subject and subordinate to this Mortgage, (iii) provide that, at the option of Bank or the purchaser at a foreclosure sale or the grantee in a voluntary conveyance in lieu of foreclosure, the lessee thereunder shall attorn to Bank or to such purchaser or grantee under all of the terms of the Lease and recognize such entity as the lessor under the Lease for the balance of the term of the Lease, and (iv) provide that, in the event of the enforcement by Bank of the rights and remedies provided by law or in equity or by this Mortgage, any person succeeding to the interest of Bank as a result of such enforcement shall not be bound by any prepayment of installments of rent for more than thirty (30) days in advance of the time when the same shall become due or any material amendment, modification, extension, cancellation or renewal of the Lease made without the prior written consent of Bank.
3. As to all Leases which shall be consented to by Bank, Borrower shall (i) promptly perform, all of the provisions of such Leases on its part to be performed, (ii) promptly enforce in all material respects, all of the material provisions of such Leases on the part of the lessees thereunder to be performed, (iii) refrain from taking any action which would result in the diminution of the Rents under Leases, (iv) appear in and prosecute or defend any action or proceeding arising under, growing out of, or in any manner connected with, the Leases to which it is a party, (v) exercise, within five (5) days after demand by Bank, any right to request from the lessee under any Lease a certificate with respect to the status thereof, (vi) deliver to Bank, within five (5) days after demand by Bank, a written statement containing the names of all lessees, the terms of all Leases and the spaces occupied and rentals payable thereunder and a statement of all Leases which are then in default, including the nature and magnitude of any such default, and (vii) promptly deliver to Bank a fully executed counterpart of each Lease upon the execution of the same. All Leases, if any, shall be subject and subordinate to this Mortgage.
4. Borrower hereby assigns to Bank from and after the date hereof (including any period allowed by law for redemption after any foreclosure to other sale), primarily, on a parity with the



Property, and not secondarily, as further security for the payment and performance of the Obligations, the Leases and the Rents. Nothing contained in this Section F shall be construed to bind Bank to the performance of any of the terms, covenants, conditions or agreements contained in any of the Leases or otherwise impose any obligation on Bank (including, but without limiting the generality of the foregoing, any liability under the covenant of quiet enjoyment contained in any Lease in the event that any lessee shall have been joined as a party defendant in any action to foreclose this Mortgage or commenced by reason of an occurrence of a Event of Default (as defined in the Loan Agreement) or in the event any lessee shall have been barred and foreclosed of any or all right, title and interest and equity of redemption in the Property), except that Bank shall be accountable for any money actually received pursuant to the aforesaid assignment. Borrower hereby further grants to Bank the right, but not the obligation, exercisable after the occurrence of a Event of Default (as defined in the Loan Agreement) and Borrower hereby irrevocably appoints Bank as its attorney-in-fact, which power of attorney is with full power of substitution and coupled with an interest, to do all things during the continuance of any Event of Default (as defined in the Loan Agreement), including (i) to enter upon and take possession of the Property for the purpose of collecting the Rents, and/or exercising any rights or remedies under the Leases, (ii) to dispossess by the usual summary proceedings any lessee defaulting in making any payment due under any Lease to Bank or defaulting in the performance of any of its other obligations under its Lease, (iii) to let the Property or any portion thereof, (iv) to apply the Rents on account of the Obligations, and (v) to perform such other acts as Bank is entitled to perform pursuant to this Section F. Such assignment and grant shall continue in effect until the entire amount of the Obligations shall be paid in full and all of the Obligations shall be fully performed in accordance with this Mortgage and the other Loan Documents (as defined in the Loan Agreement), the execution of this Mortgage constituting and evidencing the irrevocable consent of Borrower to the entry upon and taking possession of the Property by Bank pursuant to such grant, whether or not an action to foreclose this Mortgage has been instituted and without applying for a receiver. Bank, however, grants to Borrower, not as a limitation or condition hereof, but as a personal covenant available only to Borrower and its successors and not to any lessee or other person, a license, revocable following the occurrence of a Event of Default (as defined in the Loan Agreement), to collect all of the Rents and to retain, use and enjoy the same.

5. Borrower shall receive the Rents as set forth in Subsection F.4 hereof and after the occurrence of a Event of Default (as defined in the Loan Agreement) shall hold the right to receive the Rents as a trust fund to be applied first to the payment of Impositions (as defined in the Loan Agreement) and then to the payment of the Obligations and, thereafter, to the payment of insurance premiums for policies required to be provided hereunder before using any part of the total of the same for any other purpose.
6. Upon notice and demand, Borrower shall, from time to time, execute, acknowledge and deliver to Bank, or shall cause to be executed, acknowledged and delivered to Bank in form reasonably satisfactory to Bank, one or more separate assignments (confirmatory of the general assignment provided in this Section F) of the lessor's interest in any Lease. Borrower shall pay to Bank the expenses incurred by Bank in connection with the preparation and recording of any such instrument.

F. Security Agreement and Fixture Filing.

1. It is the intention of Borrower and Bank that this Mortgage shall constitute a Security Agreement within the meaning of the Uniform Commercial Code of the State in which the Property is located. Notwithstanding the filing of a financing statement covering any of the Property in the records normally pertaining to personal property, all of the Property, for all purposes and in all proceedings, legal or equitable, shall be regarded, at Bank's option (to the extent permitted by law), as part of the Property whether or not any such item is physically attached to the Property or serial numbers are used for the better identification of certain items. The mention in any such financing statement of any of the Property shall never be construed in any way as derogating from or impairing this declaration and hereby stated intention of Borrower and Bank that such mention in the financing statement is hereby declared to be for the protection of Bank in the event any court shall at any time hold that notice of Bank's priority of interest, to be effective against any third party, including the federal government or any authority or agency thereof, must be filed in the Uniform Commercial Code records. Pursuant to the provisions of the Uniform Commercial Code, Borrower hereby authorizes Bank, without the signature of Borrower, to execute and file financing and continuation statements if Bank shall determine, in its sole discretion, that such financing or continuation statements are necessary or advisable in order to preserve or perfect its security interest in the fixtures covered by this Mortgage, and Borrower shall pay to Bank, on demand, any expenses incurred by Bank in connection with the preparation, execution and filing of such statements that may be filed by Bank.
2. This Mortgage is intended to be a financing statement filed as a fixture filing pursuant to Section 9.1-502(c) of the Code. The addresses of the Borrower (Debtor) and the Bank (Secured Party) are set forth in Section A above. This Mortgage is to be filed for recording in appropriate public records of the county where the Property is located. The Borrower is the record owner of the Property.
3. To the extent permitted by applicable law, the security interest created hereby is specifically intended to cover all Leases between the Borrower 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 the Borrower, as lessor thereunder.
4. The Borrower represents and warrants that: (i) the Borrower is the record owner of the Property; (ii) the Borrower's principal place of business is located in the State of Indiana; (iii) the Borrower is a limited liability company and Borrower's state of organization is the State of Indiana; (iv) the Borrower's exact legal name is as set forth in Section A above; and (v) the Borrower's organizational identification number, if any, is 2005092900331.
5. Borrower hereby acknowledges receipt of a copy of this Mortgage in compliance with Bank's obligation to deliver a copy of the fixture filing to Borrower pursuant to Section 9.1-502(f) of the Code.

G. State Specific Provisions.

1. In the event of any inconsistencies between the terms and provisions of this Mortgage and Section H of this Mortgage, the terms and provisions of Section H shall govern and control.

2. This Mortgage is governed by the laws of the state where the Property is located, without regard to conflicts of laws principles.
3. As used in this Section H: (i) "Applicable Indiana Law" means statutory and case law in the State of Indiana, including, but not by way of limitation, Mortgages, Ind. Code § 32-29, Mortgage Foreclosure Actions, Ind. Code § 32-30-10, Receiverships, Ind. Code § 32-30-5, and the UCC, as amended, modified and/or recodified from time to time; (ii) "County" means the County in the State in which the Property is located; and (iii) "UCC" means the Uniform Commercial Code - Secured Transactions, Ind. Code § 26-1-9.1 as amended, modified and/or recodified from time to time; provided, however, if by reason of mandatory provisions of law, the perfection, the effect of perfection or nonperfection, and the priority of a security interests in any UCC collateral are governed by the Uniform Commercial Code as in effect in a jurisdiction other than the State of Indiana, "UCC" shall mean the Uniform Commercial Code as in effect in such other jurisdiction for purposes of the provisions hereof relating to perfection, effect of perfection or non-perfection, and the priority of the security interests in any such UCC collateral.
4. Bank shall be entitled to all rights and remedies that a mortgagee would have under Applicable Indiana Law. In the event of any inconsistency between the provisions of the Mortgage and the provisions of Applicable Indiana Law, the provisions of Applicable Indiana Law shall take precedence over the provisions of the Mortgage, but shall not invalidate or render unenforceable any other provisions of the Mortgage that can be construed in a manner consistent with Applicable Indiana Law. Conversely, if any provision of the Mortgage shall grant to Bank any rights or remedies upon an Event of Default of the Borrower which are more limited than the rights or remedies that would otherwise be vested in the Mortgage under Applicable Indiana Law in the absence of said provision, Bank shall be vested with the rights and remedies granted under Applicable Indiana Law. Notwithstanding any provision in the Mortgage relating to a power of sale or other provision for sale of the Property upon an Event of Default other than under a judicial proceeding, any sale of the Property pursuant to the Mortgage will be made through a judicial proceeding, except as otherwise may be permitted under the UCC.
5. Borrower expressly agrees to pay the principal sum evidenced by the Loan Documents and all interest thereon promptly as each payment becomes due, and all other sums required to be paid by Borrower pursuant to the provisions of the Loan Documents, this Mortgage, or any other documents now existing or hereafter executed pursuant thereto or in connection therewith, as the same may be modified or amended from time to time, at the times and in accordance with the provisions of said Loan Documents, this Mortgage, and any other such documents, with reasonable attorneys' fees and costs of enforcement and collection, and without relief from applicable valuation and appraisal laws.
6. Borrower expressly waives and relinquishes any and all rights and remedies which Borrower may have or be able to assert by reason of the laws of the State of Indiana pertaining to the rights and remedies of sureties or providing for any appraisal or valuation of any portion of the Property.
7. Anything contained in Ind. Code § 32-29-7-5 to the contrary notwithstanding, no waiver made by Borrower in this Mortgage or in any of the other terms and provisions of the Loan



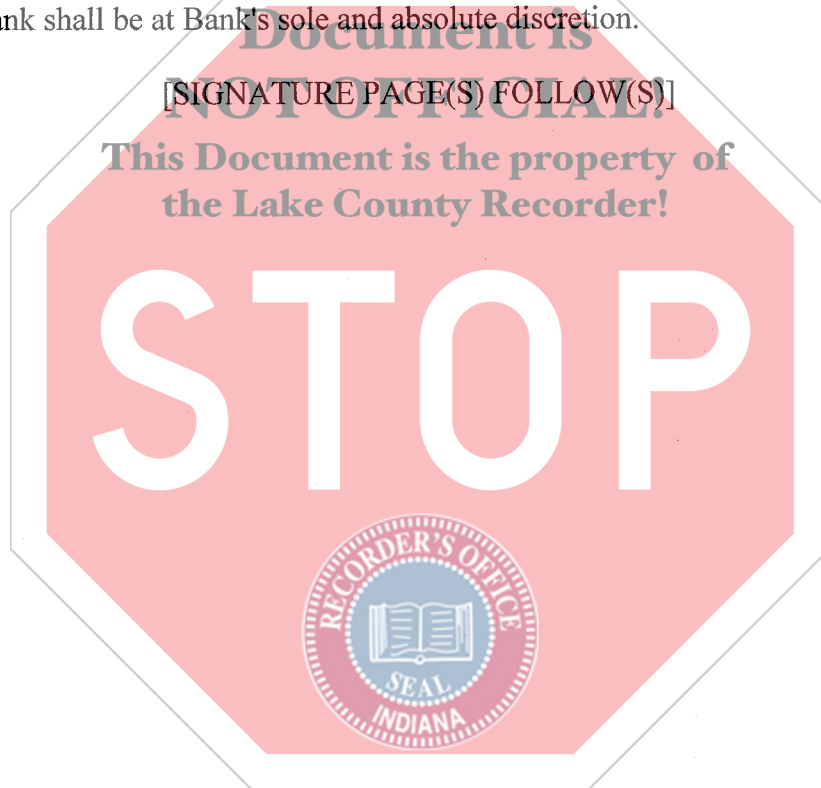
Documents shall constitute the consideration for or be deemed to be a waiver or release by Bank or any judgment holder of the obligations secured by this Mortgage of the right to seek a deficiency judgment against the Borrower or any other person or entity who may be personally liable for the obligations secured by this Mortgage, which right to seek a deficiency judgment is hereby reserved, preserved and retained by Bank for its own behalf and its successors and assigns.

8. This Mortgage secures indebtedness incurred for business or commercial purposes, and the proceeds thereof will not be used for personal, family, residential, household or agricultural purposes.
9. In addition to the Obligations described herein, the term "Obligations" shall include, without limitation, any judgment(s) or final decree(s) rendered to collect any money obligations of Borrower to Bank and/or to enforce the performance or collection of all covenants, agreements, other obligations and liabilities of the Borrower under this Mortgage or any or all of the other obligations to which Borrower is a party; provided, however, such Obligations shall not include any judgment(s) or final decree(s) rendered in another jurisdiction, which judgment(s) or final decree(s) would be unenforceable by a State Court pursuant to Ind. Code 34-54-3-4. The obtaining of any judgment by Bank (other than a judgment foreclosing this Mortgage) and any levy of any execution under any such judgment upon the Property shall not affect in any manner or to any extent the lien of this Mortgage upon the Property or any part thereof, or any liens, powers, rights and remedies of Bank, but such liens, powers, rights and remedies shall continue unimpaired as before until the judgment or levy is satisfied.
10. **IT IS EXPRESSLY AGREED AND UNDERSTOOD BY BORROWER THAT THE LOAN DOCUMENTS INCLUDE INDEMNIFICATION PROVISIONS WHICH, IN CERTAIN CIRCUMSTANCES, INCLUDE AN INDEMNIFICATION BY BORROWER OF BANK FROM CLAIMS OR LOSSES ARISING AS A RESULT OF BANK'S OWN NEGLIGENCE.**
11. The phrases "attorneys fees", "legal fees" and counsel fees" when used herein or in the Loan Documents shall include any and all attorneys', paralegals' and law clerks' fees and disbursements, including, but not limited to, fees and disbursements at the pre-trial, trial and appellate levels incurred or paid by Bank in protecting its interest in the Property, or any part thereof and enforcing its rights hereunder.
12. The Loan shall mature, if not earlier accelerated, on or before September 1, 2017.
13. Without limiting the scope of the assignment of Rents contained in this Mortgage, the assignment of Rents set forth herein shall constitute an assignment of rents as set forth in Ind. Code 32-21-4-2 and thereby creates, and Borrower hereby grants to Bank, a security interest in the Rents that will be perfected upon the recording of this Mortgage.
14. Subject to the terms and provisions of this Mortgage, Borrower hereby irrevocably consents to the appointment of a receiver, which receiver, when duly appointed, shall have all of the powers and duties of receivers pursuant to Applicable Law.



15. Borrower represents and warrants that it has complied, and will comply, with the Indiana Responsible Property Transfer Law, Ind. Code § 13-25-3-1 et seq. (the "Disclosure Law"), by (A) the completion and delivery to the Bank of a disclosure document in the form required by the Disclosure Law (the "Disclosure Document"), (B) the timely recording in the Office of the Recorder of the County of a Disclosure Document, and (C) the timely filing in the Office of the Indiana Department of Environmental Management, of the Disclosure Document; or Borrower has determined after diligent investigation that the Property does not constitute "property" under the Disclosure Law and therefore delivery, filing and recording of a Disclosure Document is not required.
16. Borrower acknowledges and agrees that this Mortgage shall have the priority it is entitled pursuant to Ind. Code 32-21-4-1, and in relation to future advances, modifications, extensions or renewals, in accordance with Ind. Code 32-29-1-10, however, the aggregate amount of the Obligations secured hereby, including such future advances as might hereafter be made by Bank to or for the benefit of Borrower, shall never exceed 200% of the original principal balance of the Amended and Restated Commercial Loan and Security Agreement (exclusive of interest, late charges, attorneys' fees or and other fees or collection costs payable by Borrower, as the maker of the Amended and Restated Commercial Loan and Security Agreement or as the mortgagor of this Mortgage in accordance with the terms thereof), provided further that nothing contained herein shall be construed to constitute an obligation or commitment on the part of Bank to make any such advances to Borrower, and any such advances as might hereafter be made by Bank shall be at Bank's sole and absolute discretion.

[SIGNATURE PAGE(S) FOLLOW(S)]



IN WITNESS WHEREOF, the Borrower has executed and delivered this Mortgage as of the day and year first set forth above.

ANDERSON LAKE COUNTY PROPERTIES LTD., LLC,  
an Indiana limited liability company

By: Michael J. Anderson

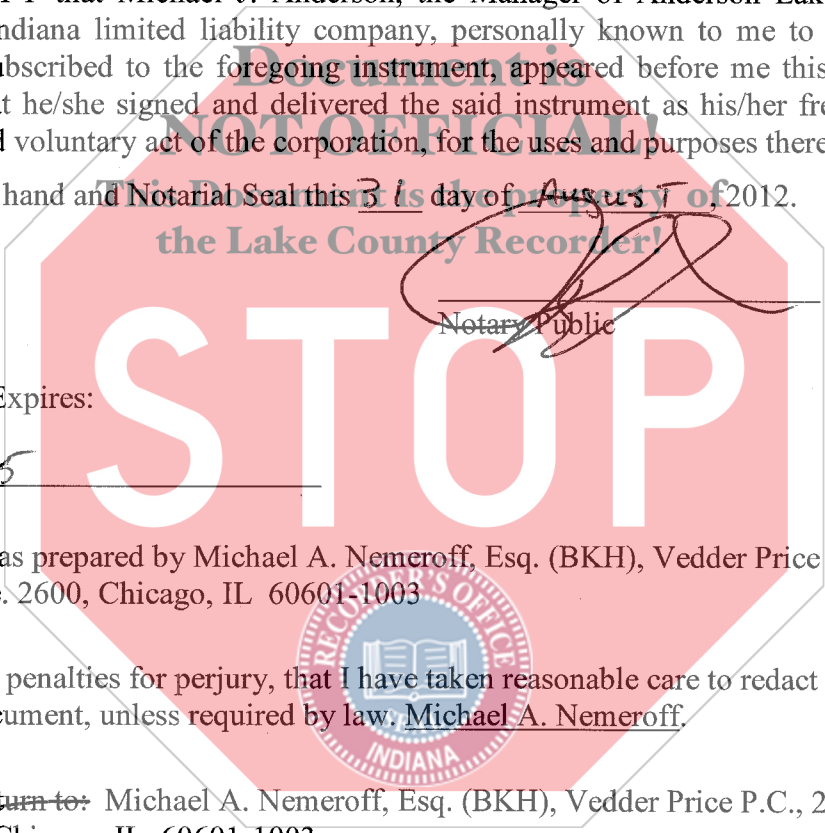
Name: Michael J. Anderson

Its: Manager

STATE OF IL )  
 ) SS.  
COUNTY OF Will )

I, William Larson, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Michael J. Anderson, the Manager of Anderson Lake County Properties LTD., LLC, an Indiana limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she signed and delivered the said instrument as his/her free and voluntary act and as the free and voluntary act of the corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 31 day of August of 2012.



My Commission Expires:  
12/9/15

This instrument was prepared by Michael A. Nemeroff, Esq. (BKH), Vedder Price P.C., 222 North LaSalle Street, Ste. 2600, Chicago, IL 60601-1003

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. Michael A. Nemeroff.

~~After recording return to:~~ Michael A. Nemeroff, Esq. (BKH), Vedder Price P.C., 222 North LaSalle Street, Ste. 2600, Chicago, IL 60601-1003

IN WITNESS WHEREOF, Bank has executed and delivered this Mortgage as of the day and year first set forth above.

ALLY BANK

By: Anthony C. Zimmer

Name: Anthony C. Zimmer

Title: Assistant Secretary

STATE OF UTAH

COUNTY OF SALT LAKE

Document is NOT OFFICIAL!

This Document is the property of the Lake County Recorder!

I, Esther G. Ure, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Anthony C. Zimmer, Assistant Secretary of Ally Bank, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she signed and delivered the said instrument as his/her free and voluntary act and as the free and voluntary act of the bank, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 31st day of August, 2012.

Esther G. Ure  
Notary Public

My Commission Expires:

06-14-2016

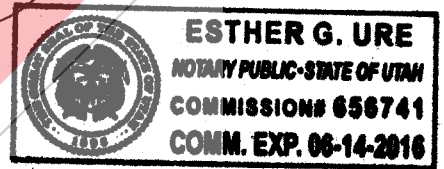


EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY



Tax Id Number(s): 45-12-03-477-901.000-030, 45-12-03-477-001.000-030

Land Situated in the Township of Merrillville in the County of Lake in the State of IN  
That part of the Southeast Quarter of the Southeast Quarter of Section 3, Township 35 North, Range 8  
West of the Second Principal Meridian, in Lake County, Indiana, Lying Easterly of the Easterly Line of  
Interstate 65 Right of Way and Northerly of the North Right of Way Line of 61st Avenue, Excepting  
therefrom Corporate Warranty Deed 2001021100 recorded March 23, 2001 to Merrillville Conservancy  
District and Warranty Deed 99081162 recorded October 4, 1999 to State of Indiana.

Client Reference: 1550 E 61st Ave. , Merrillville, IN 46410-2762

