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**REAL ESTATE MORTGAGE,
SECURITY AGREEMENT AND FIXTURE FILING**

MC 140631

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FOR PURPOSES OF THE SECURITY AGREEMENT AND FIXTURE FILING
CONTAINED IN THIS INSTRUMENT
THE "SECURED PARTY" AND THE "DEBTOR" AND THEIR RESPECTIVE
ADDRESSES ARE AS FOLLOWS:

SECURED PARTY: House Investments Management, LLC
250 West 103rd Avenue
Indianapolis, Indiana 46290

DEBTOR: 504 Redevelopment, LLC
3580 North Hobart Road, Suite C
Hobart, Indiana 46342

THE ADDRESS OF THE SECURED PARTY SHOWN ABOVE IS THE ADDRESS AT WHICH
INFORMATION CONCERNING THE SECURED PARTY'S SECURITY INTEREST MAY BE OBTAINED

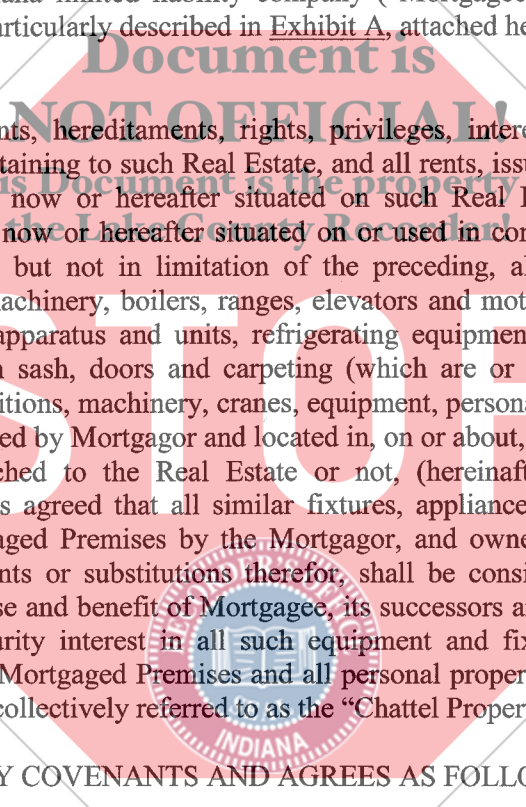
THIS INDENTURE WITNESSETH, that 504 REDEVELOPMENT, LLC, an Indiana limited liability
company ("Mortgagor"), MORTGAGES AND WARRANTS UNTO HOUSE INVESTMENTS
MANAGEMENT, LLC, an Indiana limited liability company ("Mortgagee"), the real estate located in Lake
County, Indiana which is more particularly described in Exhibit A, attached hereto and incorporated herein ("Real
Estate"),

TOGETHER WITH all tenements, hereditaments, rights, privileges, interests, easements and appurtenances
belonging to or in any way appertaining to such Real Estate, and all rents, issues, income and profits thereof, and
all buildings and improvements now or hereafter situated on such Real Estate and all fixtures, appliances,
apparatus, equipment or articles now or hereafter situated on or used in connection with such Real Estate and
owned by Mortgagor including, but not in limitation of the preceding, all gas, water and electric fixtures,
radiators, heaters, engines and machinery, boilers, ranges, elevators and motors, plumbing and heating fixtures,
water heaters, air conditioning apparatus and units, refrigerating equipment, refrigerators, cooking apparatus,
window screens, awnings, storm sash, doors and carpeting (which are or shall be attached to said building,
structures or improvements), partitions, machinery, cranes, equipment, personal property of every kind and nature
whatsoever now or hereafter owned by Mortgagor and located in, on or about, or used in connection with the Real
Estate, whether physically attached to the Real Estate or not, (hereinafter collectively referred to as the
"Mortgaged Premises"), and it is agreed that all similar fixtures, appliances, apparatus, equipment or articles
hereafter placed on such Mortgaged Premises by the Mortgagor, and owned by Mortgagor, its successors or
assigns, including all replacements or substitutions therefor, shall be considered as constituting part of such
Mortgaged Premises, all to the use and benefit of Mortgagee, its successors and assigns, and Mortgagor transfers
and grants to Mortgagee a security interest in all such equipment and fixtures now or hereafter owned by
Mortgagor and located upon the Mortgaged Premises and all personal property of Mortgagor which is described
in Section 13 herein (hereinafter collectively referred to as the "Chattel Property").

MORTGAGOR HEREBY COVENANTS AND AGREES AS FOLLOWS:

1. Security. This Mortgage is given as security for the performance and observance of the
covenants and agreements herein contained and contained in any other agreement executed by Mortgagor to
Mortgagee in connection with the indebtedness and all other obligations of Mortgagor to Mortgagee secured
hereby ("Obligations"), such Obligations arising under that certain Promissory Note dated as of the date of this
Mortgage by Mortgagor in favor of Mortgagee ("Note"), the terms and conditions of which are incorporated
herein by reference, pursuant to which the Mortgagee has extended Loans (as defined in the Note) in the original
principal amount of Four Hundred Thousand and No/100 Dollars (\$400,000.00), including, without limitation, the

CHICAGO TITLE INSURANCE COMPANY



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obligation of Mortgagor to repay to the Mortgagee the Loan in accordance with its terms. All of the Obligations are secured as they now exist and as they may be revised or amended by any amendment to the Note, this Mortgage or any of the Loan Documents (as defined in the Note) as agreed to by the Mortgagor and Mortgagee. This Mortgage shall also secure the prompt repayment of any and all advances for expenses which shall be paid by Mortgagee with respect to the Mortgaged Premises as provided for herein, any interest and late charges due and payable under the Notes (as defined in the Note) or this Mortgage and any future advances of loan proceeds hereunder, whether or not such future loans shall indicate that repayment thereof are secured by this Mortgage.

2. **Promise to Pay.** The Mortgagor promises to pay the principal and all installments of the principal of and interest on the indebtedness and the Obligations secured hereby as and when the same respectively become due, as provided in the Notes and this Mortgage, all without relief from valuation and appraisal laws and with attorneys' fees.

3. **Title to Mortgaged Premises and Lien of Mortgage.** Mortgagor is the owner in fee simple of the Mortgaged Premises and has full power to mortgage the same; Mortgagor has good and valid title to the Chattel Property free and clear of all security interests and encumbrances and has full power to grant a security interest in the same; and the Mortgaged Premises are free and clear of any and all liens and encumbrances, except use restrictions of record, zoning ordinances, rights-of-way and easements of record, rights of tenants now in possession, which liens and encumbrances do not materially detract from the value of such property or its usefulness for the purposes intended by Mortgagor, and the lien of current taxes and assessments not delinquent. Mortgagor shall make any further assurances of title that Mortgagee may require and will warrant and defend the Mortgaged Premises and the Chattel Property against all adverse claims and demands whatsoever. This Mortgage creates a continuing lien to secure the full and final payment of the Notes and the performance of other obligations of Mortgagor under this Mortgage and the Loan Documents executed by Mortgagor in connection with the indebtedness secured hereby.

4. **Insurance.** Subject to the provisions regarding Mortgagor's obligations to procure insurance as set forth in the Note, Mortgagor shall procure and maintain in effect at all times Fire, Extended Coverage, Vandalism, Malicious Mischief and other hazard insurance with respect to the Mortgaged Premises and the Chattel Property and public liability insurance with such insurance companies and in forms and amounts as are acceptable to and approved by Mortgagee against loss or destruction on account of fire, windstorm or other such hazards, casualties and contingencies customarily insured against, and injury to the person or property, including, without limiting the generality thereof, rent loss insurance in an amount equal to one year gross rental, flood, and/or earthquake insurance as may be reasonably required by Mortgagee, and business interruption insurance equal to six (6) months' fully leased income. All insurance policies are to be held by and, to the extent of its interests, for the benefit of and first payable in case of loss to Mortgagee, and Mortgagor shall deliver to Mortgagee a new policy as replacement for any expiring policy at least thirty (30) days before the date of such expiration.

All such policies of insurance shall contain waiver of subrogation clauses and shall have attached thereto the non-contributory New York Standard Mortgagee clause or its equivalent in favor of Mortgagee with cancellation only upon at least ten (10) days' prior written notice to Mortgagee. All amounts recoverable under any policy are hereby assigned to Mortgagee and, in the event of a loss, Mortgagor will give immediate notice by mail to Mortgagee, and Mortgagee may make proof of loss if not made promptly by the Mortgagor. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Mortgagee rather than to Mortgagee and Mortgagor jointly. In the event of damage or destruction to the Mortgaged Premises or Chattel Property, Mortgagee shall receive the entire proceeds of any insurance payable; provided, however, that so long as no uncured Event of Default (as defined in Section 16 hereof) exists and such damage or destruction can be repaired prior to the maturity of the Loan, such proceeds shall, at the option of Mortgagor, be made available to restore the Mortgaged Premises or Chattel Property to the same condition as existed immediately prior to such casualty. In the event such proceeds are insufficient to effect such restoration, Mortgagee shall have no obligation to make such proceeds available to restore the Mortgaged Premises or Chattel Property unless the Mortgagor furnishes satisfactory evidence of the availability of funds to complete such restoration. In the event that Mortgagor elects to apply such insurance proceeds to restoration of the Mortgaged

Premises or Chattel Property and such insurance proceeds exceed the total cost of restoration, such excess proceeds shall be retained by Mortgagee and applied to reduce the then outstanding indebtedness evidenced by the Note. In the event of any fire or other casualty to the Project or eminent domain proceedings resulting in condemnation of the Project or any part thereof, Borrower shall have the right to build the Project, and to use all available insurance or condemnation proceeds therefor, provided that (a) such proceeds are sufficient to keep the Loan in balance and rebuild the Project in a manner that provides adequate security to Lender for repayment of the Loan or if such proceeds are insufficient then Borrower shall have funded any deficiency, (b) Lender shall have the right to approve plans and specifications for any major rebuilding and the right to approve disbursements of insurance or condemnation proceeds for rebuilding under a construction escrow or similar arrangement, and (c) no material default then exists under the Loan Documents. If the casualty or condemnation affects only part of the Project and total rebuilding is infeasible, then proceeds may be used for partial rebuilding and partial repayment of the remaining balance of the Loan.

The Mortgagor shall not do or suffer to be done anything which will increase the risk of fire or other hazard to the Mortgaged Premises or any part thereof without first causing such increased risk to be fully and adequately covered by insurance. Insurance as above-described shall also be obtained on all fixtures and personal property used by Mortgagor in connection with the Real Estate to the extent that the value thereof is not otherwise included in the insurance on the Real Estate. In the event of foreclosure of this Mortgage, or other transfer of title of the Mortgaged Premises in extinguishment of the Obligations secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee of the Mortgaged Premises.

In the event that, prior to the extinguishment of the Obligations, there exists any claim under any hazard insurance policies which shall not have been paid and distributed in accordance with the terms of this Mortgage, and any such claims shall be paid after the extinguishment of the Obligations secured hereby, and the foreclosure of this Mortgage, transfer of title to the Mortgaged Premises, or extinguishment of Obligations shall have resulted in extinguishment of the Obligations secured hereby for an amount less than the total of the unpaid principal balance together with accrued interest plus costs of litigation, reasonable attorneys' fees, title insurance and all other costs and expenses incurred by Mortgagee in any action involving such extinguishment then, without limitation, that portion of the payment in satisfaction of the claim which is equal to the difference between the total amount of the aforementioned amounts due Mortgagee and the amount in extinguishment of the Obligations secured hereby received by Mortgagee shall belong to and be the property of the Mortgagee and shall be paid to the Mortgagee, and the Mortgagor hereby assigns, transfers and sets over to the Mortgagee all of the Mortgagor's right, title and interest in and to said sum. The balance, if any, shall belong to Mortgagor. Notwithstanding the above, Mortgagor shall retain an interest in the insurance policies above-described during any redemption period.

5. Taxes. Mortgagor will pay, before the same become delinquent or any penalty for non-payment attaches thereto, all taxes, assessments and charges of every nature now or hereafter levied or assessed against or upon the Mortgaged Premises or the Chattel Property, or any part thereof or upon the rents, issues, income or profits therefrom, which by reason of non-payment could become a lien prior or junior to this Mortgage, whether any or all of said taxes, assessments or charges be levied directly or indirectly or as excise taxes or as income taxes, and will submit to Mortgagee such evidence of the timely payment of such taxes, assessments and charges as Mortgagee may require, and Mortgagor will also pay all taxes, assessments or charges which may be levied on this Mortgage or the Notes secured hereby, excepting any state or federal income taxes, state intangibles taxes or franchise taxes. Upon the occurrence of an Event of Default, Mortgagee may pay such taxes, assessments and other similar charges, of which payment, amount and validity thereof the receipt of the proper officer shall be conclusive evidence, and all sums so paid shall bear interest at the highest rate set forth in the Notes, shall be payable on demand and shall be fully secured by this Mortgage and the Loan Documents.

6. Care of Mortgaged Premises. Mortgagor will keep the Mortgaged Premises and the Chattel Property in good order, repair and condition at all times and will not commit waste or allow waste to be committed against the Mortgaged Premises or the Chattel Property. Mortgagor will not commit or allow the commission of any violation of any law, regulation, ordinance or contract affecting the Mortgaged Premises and will not commit or allow any demolition, removal or material alteration of any of the buildings or improvements

(including fixtures) constituting a part of the Mortgaged Premises and the Chattel Property without the prior written consent of Mortgagee. Subject to rights of tenants of all or a portion of the Mortgaged Premises under written leases, Mortgagee shall at reasonable times during normal business hours have free access to the Mortgaged Premises for the purposes of inspection and the exercise of its rights hereunder.

7. **Advancements to Protect Security.** If Mortgagor shall neglect or refuse to keep the Mortgaged Premises and the Chattel Property in good repair, to maintain and to pay the premiums for insurance which may be required, or to pay and discharge all taxes, assessments and charges of every nature assessed against Mortgagor, the Mortgaged Premises or the Chattel Property, so as to protect and preserve the security intended by this Mortgage, all as provided for under the terms of this Mortgage, or to pay all liens and encumbrances when due, whether such liens or encumbrances are permitted by Mortgagee or not, or if Mortgagor shall permit any lien or encumbrance on the Mortgaged Premises or Chattel Property to be in default, Mortgagee may, at its option, cause such repairs or replacements to be made, obtain such insurance or pay said taxes, assessments, charges and pay such liens and encumbrances and cure such defaults thereunder. Any amounts paid as a result thereof, together with interest at the per annum rate equal to the default rate of interest under the Notes from the date of payment, shall be immediately due and payable by Mortgagor to Mortgagee, and until paid shall be added to and become a part of the Obligations evidenced by the Notes and secured hereby. Further, the same may be collected by Mortgagee in any suit hereon or upon the Notes, or Mortgagee, by payment of any tax, assessment or charge, may, at its discretion, be subrogated to the rights of the governmental subdivision levying such tax, assessment or charge. No such advances shall be deemed to relieve Mortgagor from any Event of Default hereunder or impair any rights or remedy of Mortgagee, and the exercise by Mortgagee of the right to make advances shall be optional with Mortgagee and not be obligatory and Mortgagee shall not in any case be liable to Mortgagor for a failure to exercise any such right. To the extent permitted by law, any and all such advances shall, without exception, be superior and prior to any other claims against the Mortgaged Premises unless such claimant shall have provided to Mortgagee written notice at least ten (10) business days prior to such advancement by Mortgagee of such claimant's intent that its claim or claims shall be superior to the claims of Mortgagee with respect to Mortgagee's future advances.

8. **Condemnation.** All awards made by any public or quasi-public authority for damages to the Mortgaged Premises by virtue of an exercise of the right or threat of eminent domain by such authority, including any award for a taking of title, possession or right of access to a public way, or for any change of grade of streets affecting the Mortgaged Premises, are hereby assigned to Mortgagee; and Mortgagee, at its option, is hereby authorized, directed and empowered to collect and receive the proceeds of any such award to the extent of the Obligations secured by or payable under this Mortgage from the authorities making the same and to give proper receipts and acquittances therefor; provided, however, as long as no uncured Event of Default exists and the portion of the Mortgaged Premises condemned may be replaced or restored to a condition satisfactory to Mortgagee prior to the maturity of the Loan, such condemnation proceeds shall, at the option of Mortgagor, be available to restore the Mortgaged Premises to the same condition as existed immediately prior to such condemnation proceeding. In the event such proceeds are insufficient to effect such restoration, Mortgagee shall have no obligation to make such proceeds available to restore the Mortgaged Premises unless the Mortgagor furnishes satisfactory evidence of the availability of funds to complete such restoration. In the event that Mortgagor elects to apply such condemnation proceeds to the restoration of the Mortgaged Premises and such condemnation proceeds exceed the total cost of restoration, such excess proceeds shall be retained by Mortgagee and applied to reduce the then outstanding indebtedness evidenced by the Note. Mortgagee is authorized, at its option, to appear in and prosecute in its own name any action or proceeding or to make any compromise or settlement in connection with such taking or damage to the extent of Mortgagee's interest and, with consent and joinder of Mortgagor, to make any compromise or settlement in connection with such taking or damage. Mortgagor will, upon request by Mortgagee, execute and deliver any and all assignments and other instruments sufficient for the purpose of assigning all proceeds from such awards to Mortgagee free and clear and discharged of any and all encumbrances or claims of any kind or nature whatsoever.

9. **Covenant Against Sale, Other Liens and Other Security Interests, Violation of Laws and Environmental Matters and Indemnification.**

A. Except for leasing of portions of the Mortgaged Premises to tenants under written leases as contemplated in the Note, Mortgagor covenants and agrees not to sell or transfer all or any part of the legal or equitable title or ownership of the Mortgaged Premises (other than transfers of limited partnership interests in Mortgagor) in any manner without the prior written consent of Mortgagee, which consent may be withheld with or without cause. In the event Mortgagee elects to consent to such sale, Mortgagee may, at its option, increase the interest rate set forth in the Notes to the then prevailing interest rate charged by Mortgagee for mortgage loans secured by property which are both similar to this mortgage loan and these Mortgaged Premises. In the event of any such sale or transfer of all or any part of the Mortgaged Premises, the purchaser or transferee shall be deemed to have assumed and agreed to pay the indebtedness and Obligations owing the Mortgagee hereunder, whether or not an instrument evidencing such sale or transfer expressly so provides, and the Mortgagee may deal with such new owner or owners with reference to the debt secured hereby in the same manner as if the new purchaser or transferee were the Mortgagor; provided, however, that no such dealings shall in any way discharge the Mortgagor's liability hereunder or upon the Obligations hereby secured.

B. Mortgagor hereby covenants that no lien of any mechanics or materialmen has attached, or may validly attach, to the Mortgaged Premises or any part thereof; that Mortgagor will pay all sums when due which if not paid may result in the acquisition or creation of a lien prior to or of equal priority with or junior to the lien of this Mortgage, or which may result in conferring upon a tenant of any part of the Mortgaged Premises a right to recover such sums as prepaid rent or as a credit or offset against any future rental obligation; that Mortgagor will not use the Mortgaged Premises for any purpose which violates any federal or state law, governmental regulation or local ordinance; and, that Mortgagor will not grant any other lien or security interest on any part of the Mortgaged Premises or Chattel Property without full disclosure to and prior written consent by Mortgagee. Mortgagor will operate the Mortgaged Premises at all times as and for the purposes set forth in the Note. Mortgagor shall not acquire any equipment or fixtures covered by this Mortgage or the Loan Documents subject to any security interest or other charge or lien having priority over the lien or security interest granted under this Mortgage or the Loan Documents without the prior written consent of the Mortgagee.

C. Mortgagor covenants and agrees that in the ownership, operation and management of the Mortgaged Premises Mortgagor will and in the event the Mortgaged Premises is leased, Mortgagor shall require all tenants of the Mortgaged Premises to observe and comply with all applicable federal, state and local statutes, ordinances, regulations, orders and restrictions, including, without limitation, all zoning, building, code, environmental protection, equal employment opportunities and disabilities statutes, ordinances, regulations, orders and restrictions. Mortgagor represents and covenants that it and any tenant of space in the Mortgaged Premises will not generate, store, handle, dispose of or otherwise deal with hazardous substances on the Mortgaged Premises which conduct shall violate any applicable laws, statutes, rules or regulations, both federal and local.

D. Except as disclosed in Schedule I attached hereto and made a part hereof, Mortgagor covenants and agrees that Mortgagor will not grant, consent to, or allow to remain unpaid any liens, encumbrances (other than utility easements required for the operation of the Mortgaged Premises), judgments, taxes, or other claims against the Mortgaged Premises, whether prior or subordinate to the rights of Mortgagee therein, without the prior written consent of Mortgagee.

E. Mortgagor covenants, warrants and represents that:

(i) The Mortgagor has not used Hazardous Materials (as defined below) on, from or affecting the Real Estate or the Mortgaged Premises in any manner which violates federal, state or local laws, ordinances, rules, regulations or policies governing the use, storage, treatment, transportation, manufacture, refinement, handling, production or disposal of Hazardous Material and, to the best of the Mortgagor's knowledge, except as set forth in the Environmental Reports, no prior owner of the Real Estate or any existing or prior tenant or occupant has used Hazardous Materials on, from or affecting the Real Estate in any manner which violates federal, state or local laws, ordinances, rules, regulations or

policies governing the use, storage, treatment, transportation, manufacture, refinement, handling, production or disposal of Hazardous Materials;

(ii) The Mortgagor has never received any notice of any violations (and is not aware of any existing violations) of federal, state or local laws, ordinances, rules, regulations or policies governing the use, storage, treatment, transportation, manufacture, refinement, handling, production or disposal of Hazardous Materials at the Real Estate or the Mortgaged Premises and, to the best of the Mortgagor's knowledge, there have been no actions commenced or threatened by any party for noncompliance which affects the Real Estate.

(iii) Mortgagor shall keep or cause the Real Estate and the Mortgaged Premises to be kept free of Hazardous Materials except to the extent that such Hazardous Materials are stored and/or used in compliance with all applicable federal, state and local laws and regulations; and, without limiting the foregoing, Mortgagor shall not cause or permit the Real Estate and the Mortgaged Premises to be used to generate, manufacture, refine, transport, treat, store, handle, dispose of, transfer, produce, or process Hazardous Materials, except in compliance with all applicable federal, state and local laws and regulations, nor shall Mortgagor cause or permit, as result of any intentional or unintentional act or omission on the part of Mortgagor or any tenant, subtenant or occupant, a release, spill, leak or emission of Hazardous Materials onto the Real Estate, the Mortgaged Premises or onto any other contiguous property;

(iv) The Mortgagor shall conduct and complete all investigations including a comprehensive environmental audit, studies, sampling and testing, and all remedial, removal and other actions necessary to clean up and remove all Hazardous Materials on, under, from or affecting the Real Estate and the Mortgaged Premises as required by all applicable federal, state and local laws, ordinances, rules, regulations and policies, to the satisfaction of the Mortgagee, and in accordance with the orders and directives of all federal, state and local governmental authorities. If the Mortgagor fails to conduct an environmental audit required by the Mortgagee, then the Mortgagee may, at its option and at the expense of the Mortgagor, conduct such audit.

Subject to the limitations set forth below, the Mortgagor shall defend, indemnify, and hold harmless the Mortgagee, its employees, agents, officers and directors, from and against any claims, demands, penalties, fines, liabilities, settlements, damages, costs, or expenses, including, without limitation, reasonable attorney's and consultant's fees, investigation and laboratory fees, court costs and litigation expenses, known or unknown, contingent or otherwise, arising out of or in any way related to (1) the presence, disposal, release, or threatened release of any Hazardous Materials on, over, under from or affecting the Real Estate or the soil, water, vegetation, buildings, personal property, persons or animals, (2) any personal injury (including wrongful death) or property damage (real or personal arising out of or related to such Hazardous Materials on the Real Estate and the Mortgaged Premises), (3) any lawsuit brought or threatened, settlement, reached or government order relating to such Hazardous Materials with respect to the Real Estate and the Mortgaged Premises, and/or (4) any violation of laws, orders, regulations, requirements or demands of government authorities or any policies or requirements of the Mortgagee, which are based upon or in any way related to such Hazardous Materials used upon the Real Estate or the Mortgaged Premises. The indemnity obligations under this paragraph are specifically limited as follows:

A. The Mortgagor shall have no indemnity obligation with respect to Hazardous Materials that are first introduced to the Real Estate and the Mortgaged Premises or any part of the Real Estate subsequent to the date that the Mortgagor's interest in and possession of the Real Estate or any part of the Real Estate shall have fully terminated by foreclosure of this Mortgage or acceptance of the deed in lieu of foreclosure; and

B. The Mortgagor shall have no indemnity obligation with respect to any Hazardous Materials introduced to the Real Estate and the Mortgaged Premises or any part of the Real Estate by the Mortgagee, its successors or assigns.

The Mortgagor agrees that in the event this Mortgage is foreclosed or the Mortgagor tenders a deed in lieu of foreclosure, the Mortgagor shall deliver the Real Estate and the Mortgaged Premises to the Mortgagee free of any and all Hazardous Materials which are then required to be removed (whether over time or immediately) pursuant to applicable federal, state and local laws, ordinances, rules or regulations affecting the Real Estate and the Mortgaged Premises.

For purposes of this Mortgage, "Hazardous Materials" includes, without limitation, any flammable explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances or related materials defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Section 9601, et. seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. Section 1801, et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. Section 6901, et seq.) and in the regulations adopted and publications promulgated pursuant thereto, or any other federal, state or local governmental law, ordinance, rule or regulation, except for the materials used in de minimus amounts in the ordinary course of business.

The provisions of this Section 9 shall be in addition to any and all other obligations and liabilities the Mortgagor may have to the Mortgagee under the Note, any Loan Documents, and at common law, and shall survive (1) the extinguishment of the Obligations, (2) the satisfaction of all of the other obligations of the Mortgagor in the Mortgage and under any Loan Documents, (3) the discharge of this Mortgage, and (4) the foreclosure of this Mortgage or acceptance of a deed in lieu of foreclosure. Notwithstanding anything to the contrary contained in this Mortgage, it is the intention of the Mortgagor and the Mortgagee that the indemnity provisions of this Section shall only apply to an action commenced against any owner or operator of the Real Estate and the Mortgaged Premises in which any interest of the Mortgagee is threatened or any claim is made against the Mortgagee for the payment of money and shall not apply to any action, the basis of which occurred after Mortgagor disposed of all of its interest in the Real Estate and Mortgaged Property.

10. Escrow Deposits. At the sole option of Mortgagee after an Event of Default, Mortgagor will pay to Mortgagee, on dates upon which interest is payable, such amounts as Mortgagee from time to time estimates as necessary to create and maintain a reserve fund from which to pay at least thirty (30) days before the same become due all rental payments, real property taxes, personal property taxes, assessments, liens and charges on or against the Mortgaged Premises and the Chattel Property and premiums for insurance as herein covenanted to be furnished by Mortgagor. Payments from such reserve fund for such purposes may be made by Mortgagee at its discretion and any deficiency in said fund shall be immediately due and payable to Mortgagee by Mortgagor. Such payments shall not be, nor deemed to be, trust funds and no interest shall be payable in respect thereof. Mortgagor shall furnish Mortgagee with all bills, statements and invoices with respect to such taxes, insurance premiums and other items for the payment of which the escrow is created, at least ten (10) days prior to the due date thereof. In the event of any Event of Default under the terms of the Notes, this Mortgage or the Loan Documents, any part or all of said reserve fund may be applied to the Obligations secured hereby and, in refunding any part of said reserve fund, Mortgagee may deal with any person or party represented to be the owner of the Mortgaged Premises at that time.

11. Assignment of Leases and Rents. Mortgagor assigns and transfers to Mortgagee all the rents and revenues of the Mortgaged Premises, pursuant to an Assignment of Leases and Rents ("Assignment of Leases and Rents") of even date herewith and incorporated by reference herein. Upon the occurrence of an Event of Default, and without the necessity of Mortgagee entering upon and taking and maintaining full control of the Mortgaged Premises in person, by agent or by a court-appointed receiver, Mortgagee shall immediately be entitled to possession of all rents and revenues of the Mortgaged Premises as specified in the Assignment of Leases and Rents as the same become due and payable, including, but not limited to, rents then due and unpaid, and all such rents shall immediately upon delivery of such notice be held by Mortgagor as trustee for the benefit of Mortgagee only.

Upon request by Mortgagee, Mortgagor shall assign to Mortgagee, as further security for the Obligations secured hereby, its interest, as lessor, in any or all leases of all or any portion of the Mortgaged Premises and in

any licenses, permits, agreements or contracts pertaining to the Mortgaged Premises. Such assignments are to be made by instruments in form satisfactory to Mortgagee, but no such assignment shall be construed as a consent by Mortgagee to any lease, license, permit, agreement or contract so assigned or impose upon Mortgagee any obligations with respect thereto. Except for dealings in the ordinary course of business which are in the best interests of both Mortgagor and Mortgagee, Mortgagor will not cancel any of the leases now or hereafter assigned to Mortgagee nor terminate or accept a surrender thereof or reduce the payment of the rent thereunder or modify any of the said leases or accept any prepayment of rent (except any amount which may be required to be prepaid by the terms of any such lease) without first obtaining, on each occasion, the prior written consent of Mortgagee. Mortgagor will perform all of its obligations as lessor under all of the leases now or hereafter assigned to Mortgagee.

12. Subrogation. If the proceeds of the Obligations secured hereby, or any part thereof, or any amount paid out or advanced by the Mortgagee, be used directly, or indirectly to pay off, discharge, or satisfy, in whole or in part, any prior lien or encumbrance upon said Mortgaged Premises or any part thereof, then the Mortgagee shall be subrogated to the rights of the holder of such lien or encumbrance, although such lien or encumbrance may have been released of record.

13. Security Interest. (a) Mortgagor hereby grants and transfers to Mortgagee a security interest in all machinery, equipment, appliances, improvements, furniture, fixtures and other tangible personal property now owned or hereafter acquired by Mortgagor attached to, located on, forming a part of the Real Estate and owned by Mortgagor, all property of like kind or type hereafter acquired by Mortgagor in substitution or replacement thereof, together with all tools, accessories, parts, equipment, and accessions now in, attached to, or which may hereafter at any time be placed in or added to the above-described property and owned by Mortgagor, including all after-acquired property, replacements, and proceeds thereof (including tort claims and insurance) ("Tangible Collateral"); and all rents, royalties, income, security deposits, funds, proceeds and/or profits received or receivable by Mortgagor from all leases, rental agreements, or occupancies of the Real Estate ("Cash Collateral") (said Tangible Collateral and Cash Collateral being collectively referred to as the "Chattel Property"); to secure the payment of the Notes and any extensions or renewals thereof and any other liabilities of the Mortgagor in favor of Mortgagee, direct or indirect, absolute or contingent, now existing or hereafter arising, all of which the Mortgagor agrees to pay without relief from valuation or appraisal laws and with attorneys' fees; and the payment of any and all future advances that may be made by Mortgagee to Mortgagor during the term of this Mortgage shall likewise be secured by the Chattel Property, equally with and to the same extent as monies originally advanced under this Mortgage and the Loan Documents. The Chattel Property has been or is being acquired for business use. Mortgagor now has or will acquire clear and unencumbered title to the Chattel Property now in its possession or to be acquired and, except for the security interest granted herein, Mortgagor will at all times keep the Chattel Property free from any adverse lien, security interest, or encumbrance, except as expressly set forth in the Loan Documents. The security interest hereby granted shall continue until full performance by the Mortgagor of all conditions and obligations of the Notes and this Mortgage. Mortgagor shall be entitled to possession of the Chattel Property until the occurrence of an Event of Default, but shall use the Chattel Property in a careful and prudent manner, maintain the Chattel Property in good repair, pay all taxes and other charges thereon when due, and defend the Chattel Property at all times against any claims during the duration of this Mortgage. Except for replacement of Chattel Property equal or greater value or removal to repair the Chattel Property, Mortgagor shall not permit the Chattel Property to be removed from the Mortgaged Premises without the prior written consent of Mortgagee. Upon the occurrence of an Event of Default, Mortgagee, at its option and without notice or demand, shall be entitled to enter upon the Mortgaged Premises to take immediate possession of the Chattel Property or to render the same unusable. Upon request, Mortgagor shall assemble and make the Chattel Property available to Mortgagee at a place to be designated by Mortgagee which is reasonably convenient to both parties. Upon repossession, Mortgagee may propose to retain the Chattel Property in partial satisfaction of the Obligations of Mortgagor secured hereby or sell all or any portion of the Chattel Property at public or private sale in accordance with the Uniform Commercial Code as adopted in Indiana or any other applicable statute. In the further event that Mortgagee shall dispose of any or all of the Chattel Property after the occurrence of an Event of Default, the proceeds of disposition shall be first applied in the following order: (a) to the reasonable expenses of retaking, holding, preparing for sale, selling and the like, (b) to the reasonable attorneys' fees and legal expenses incurred by Mortgagee, and (c) to the satisfaction of the Obligations secured

hereby. Mortgagor hereby authorizes Mortgagee to execute and file financing statements signed only by a representative of Mortgagee covering the security interest of Mortgagee in the Chattel Property.

(b) As further security for payment and performance of the Obligations, Mortgagor hereby grants to Mortgagee a security interest in all building materials and all other personal property (including but not limited to carpeting, appliances and equipment) owned by the Mortgagor and placed upon the Mortgaged Premises prior and subsequent to its incorporation into the improvements, together with the proceeds thereof. All such building materials shall be free and clear of any liens or security interests of any other party. Upon the occurrence of an Event of Default by Mortgagor under the terms of this Mortgage, such personal property may be used for the completion of the improvements to be constructed upon the Mortgaged Premises without further notice to or consent by Mortgagor.

14. Expenses of Mortgagee. Mortgagor hereby indemnifies Mortgagee and agrees to save it harmless from any and all loss, damage or expense, including reasonable attorneys' fees, resulting from or arising out of the execution and delivery of this Mortgage and the terms hereof and the same is made a part of the Obligations secured hereby. All sums paid by Mortgagee, including reasonable attorneys' fees, to cure an Event of Default by Mortgagor hereunder, for the expense of any litigation to prosecute or defend the rights and lien created hereby in any action or proceeding to which Mortgagee is made a party by reason of this Mortgage, the Loan Documents or the Notes, or in which it becomes necessary to defend or uphold the lien of this Mortgage or the Loan Documents, shall be paid by Mortgagor to Mortgagee, together with interest thereon from date of payment at a per annum rate equal to the default rate of interest under the Notes, and any such sums and interest thereon shall be immediately due and payable and secured hereby, having the benefit of the lien hereby created as a part thereof and with its priority, all without relief from valuation or appraisal laws.

15. Change of Laws. In the event of the enactment after the date hereof of any law of the State in which the Mortgaged Premises are located imposing upon Mortgagee the payment of the whole or any part of the taxes or assessments for charges and liens herein required to be paid by Mortgagor, or the passing or creation of any law deducting from the value of the Mortgaged Premises any lien thereon for the purpose of taxation of Mortgagee, or changing in any way the laws now in force for the taxation of mortgages, or the Obligations secured hereby, or changing the manner of collection of any such taxation from Mortgagor so as to affect this Mortgage or the Obligations secured hereby, then in such event Mortgagor, upon demand by Mortgagee, shall pay such taxes or assessments or reimburse Mortgagee therefor; provided, however, that if it is unlawful for Mortgagor to make such payment, or the making of such payment would impose a rate of interest beyond the maximum permitted by law, then and in such event, such payments by the Mortgagor shall be delayed until the earliest interest payment dates under the Notes on which the receipt thereof would be permissible under the laws applicable to the Mortgagee limiting rates of interest which may be charged or collected by the Mortgagee.

16. Events of Default. The occurrence of any one or more of the following events shall be deemed to be an Event of Default ("Event of Default") under this Mortgage:

- (a) Failure to pay either Note according to its respective terms, subject to applicable cure periods under the other Loan Documents;
- (b) An Event of Default under the Note, subject to applicable cure periods under the Note;
- (c) Breach of any covenant or agreement contained in the Loan Documents or any other writing executed by Mortgagor in connection with the Obligations secured hereby, subject to applicable cure periods contained in the Loan Documents (if no cure period is contained therein, Mortgagor shall have thirty (30) days after receipt of written notice from Mortgagee; provided, however, that if a default is incapable of being cured within thirty (30) days, Mortgagee will give Mortgagor such additional time as is reasonably necessary to cure such default provided it has commenced to cure such default within thirty (30) days and diligently proceeds to cure such default) and such cure periods shall not exceed ninety (90) days in the aggregate;

(d) The filing by Mortgagor of a petition in voluntary bankruptcy or under any Chapter of the Federal Bankruptcy Law or other similar law, state or federal, whether now or hereafter existing, or an answer admitting insolvency or inability to pay its debts, or failure to obtain a vacation or stay of involuntary bankruptcy or insolvency proceedings within sixty (60) days as hereinafter provided;

(e) The adjudication of Mortgagor as a bankrupt, or the appointment of a trustee or receiver for Mortgagor or for all or a major portion of its property in any involuntary proceeding, or the taking of jurisdiction by any court over the property of Mortgagor or of the major part thereof in any involuntary proceeding for the reorganization, dissolution, liquidation or winding up of Mortgagor and the failure to discharge such trustee or receiver or relinquish such jurisdiction or vacate or stay on appeal or otherwise stay such proceedings within sixty (60) days;

(f) The making by Mortgagor of an assignment for the benefit of creditors or the admitting by Mortgagor in writing of its inability to pay its debts generally as they become due, or the consent by Mortgagor to the appointment of a receiver or trustee or liquidator of all of its properties or the major part thereof;

(g) Default, including foreclosure and/or sale of Collateral (as defined in the Note), under any other obligations secured by all or any part of the Mortgaged Premises or Chattel Property, whether or not such obligation has been consented to by Mortgagee prior to such default;

(h) Abandonment of the Mortgaged Premises or Chattel Property by the Mortgagor.

17. Remedies Following an Event of Default. In the event of the occurrence of one or more of the above Events of Default, Mortgagee may, in its sole discretion,

(a) Withhold disbursement of any undisbursed loan proceeds and declare all of the Obligations secured hereby to be immediately due and payable, without notice or demand;

(b) Foreclose this Mortgage without relief under valuation and appraisement laws;

(c) Apply for and be entitled to the appointment of a receiver, the appointment of which is hereby consented to by Mortgagor without notice thereof, and such receiver is hereby authorized to take possession of the Mortgaged Premises, collect any rental, accrued, or to accrue, whether in money or in kind, for the use or occupancy of said Mortgaged Premises by any persons, firm or corporation, and may let or lease the Mortgaged Premises or any part thereof, receive the rents, income and profits therefrom, and hold the proceeds subject to the orders of the court, or the judge thereof, for the benefit of the Mortgagee, pending the final decree in the proceedings pursuant to which the receiver has been appointed, and during any period allowed by law for the redemption from any sale ordered in foreclosure proceedings, and said receiver may be appointed irrespective of the value of the Mortgaged Premises or its adequacy to secure or discharge the Obligations due or to become due or the solvency of the Mortgagor; and

(d) Take possession of and hold the Mortgaged Premises with or without process of law and collect the rents and profits therefrom, applying same to the charges and payments due under the conditions of this Mortgage so long as an Event of Default shall continue, which such taking of possession shall in no way waive the right of Mortgagee to exercise the other remedies set forth herein because of an Event of Default.

In the event Mortgagee elects one or more of the above remedies upon the occurrence of an Event of Default, Mortgagor covenants and agrees to pay (a) all of the costs and expenses of Mortgagee incurred in pursuance of such remedy or remedies, including without limiting the generality thereof, attorneys' fees, all costs of collection, late payment penalties, abstracts of title or title insurance, hazard insurance on the Mortgaged Premises and Chattel Property, real property taxes on the Mortgaged Premises when due and personal property

taxes on the Chattel Property which are paid or incurred by Mortgagee, repairs, maintenance, and replacements of the Mortgaged Premises and Chattel Property which are paid or incurred by Mortgagee, repairs, maintenance and replacements of the Mortgaged Premises and Chattel Property which are advanced by the Mortgage, payments by Mortgagee to holders of liens or encumbrances on the Mortgaged Premises and/or Chattel Property which are then due and payable, and interest commencing with the date of the occurrence of an Event of Default, calculated at the highest rate provided under the Notes on the sum of the above costs and expenses (b) plus the unpaid principal balance of the Obligations secured hereby, and interest unpaid prior to the date of the occurrence of an Event of Default, which shall become a part of the Obligations secured hereby and collectible as such. In the event of the foreclosure of this Mortgage, the abstracts of title or title insurance policies and the policies of hazard insurance shall become the absolute property of the Mortgagee.

In the event the Mortgaged Premises and/or Chattel Property are sold under foreclosure and the proceeds together with the rents, issues, income and profits collected by Mortgagee are insufficient to pay the total Obligations evidenced and secured by this Mortgage, the Mortgagee shall be entitled to a deficiency judgment against the Mortgagor.

18. **Non-Waiver of Default.** No failure by Mortgagee in the exercise of any of its rights under this Mortgage shall preclude Mortgagee from the exercise thereof in the event of subsequent Event of Default by Mortgagor hereunder, and no delay by Mortgagee in the exercise of its rights under this Mortgage shall preclude the Mortgagee from the exercise thereof so long as an Event of Default has occurred. Mortgagee may enforce any one or more of its rights or remedies hereunder successively or concurrently.

19. **Modification of Obligations and Release of Collateral.** Mortgagee at its option may extend the time for the payment of the Obligations or reduce the payments thereon or accept a renewal note or notes therefor or release all or part of the Mortgaged Premises and Chattel Property without the consent of any junior lienholder or the Mortgagor if Mortgagor has then parted with title to said Mortgaged Premises and no sale of the Mortgaged Premises or forbearance on the part of the Mortgagee or its assigns, or extension of the time for the payment of the Obligations hereby secured or reduction in payments, or acceptance of renewals or release of all or part of the Mortgaged Premises and Chattel Property shall affect the priority of this Mortgage or Loan Documents or the security hereof or shall operate to release, modify, change or affect the original liability of the Mortgagor herein or a subsequent mortgagor, surety or guarantor, either in whole or in part, nor shall the full force and effect of the security of this Mortgage and Loan Documents be altered thereby.

20. **Rights of Successors.** The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto.

21. **Interpretation.** In the event this Mortgage is executed by more than one person, firm or corporation, the liability of the undersigned parties shall be joint and several. Whenever used, the singular shall include the plural, the plural the singular, and the use of any gender shall include all genders. The term "Mortgagee" shall include any payee of the Obligations hereby secured or any transferee thereof whether by operation of law or otherwise. Descriptive headings are for convenience only and shall be deemed to not affect the meaning of or construction of any provision hereof.

22. **Fixture Filing.** From the date of its recording, this Mortgage (as provided in Indiana Code Section 26-1-9.1-502) shall be effective as a financing statement with respect to all goods constituting part of the Mortgaged Premises which are or are to become fixtures related to the Real Estate described herein. This document covers goods which are or are to become fixtures. The Real Estate to which such fixtures are or are to be attached is that described in Exhibit A attached hereto, the record owner of which is the Mortgagor.

23. **Extent of Obligations.** Mortgagor and Mortgagee intend and agree that this Mortgage will secure unpaid balances of any loan advances from Mortgagee to Mortgagor, whether obligatory or not, and whether made pursuant to the Notes, or otherwise, made after this Mortgage is delivered to the appropriate county recorder's office for record to the extent that the total unpaid principal which may be outstanding at any time, exclusive of interest, is Eight Hundred Thousand and No/100 Dollars (\$800,000.00), provided that this Mortgage

will also secure unpaid balances of advances made for the payment of taxes, assessments, insurance, costs, reasonable attorneys fees or other reimbursable expenses incurred or advanced for the protection of the Mortgaged Premises. Mortgagor further covenants and agrees to repay all such loan advances with interest, and that the covenants contained in this Mortgage shall apply to such loan advances and other obligations and advances.

24. **Applicable Law; Waivers.** THE VALIDITY OF THIS MORTGAGE, ITS CONSTRUCTION, INTERPRETATION AND ENFORCEMENT AND THE RIGHTS OF THE PARTIES HERETO SHALL BE DETERMINED UNDER, GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF INDIANA, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW.

25. **Arbitration.** Mortgagee and Mortgagor agree that upon the written demand of either party, whether made before or after the institution of any legal proceedings, but prior to the rendering of any judgment in that proceeding, all disputes, claims and controversies between them, whether individual, joint, or class of nature, arising from this Agreement, any other Loan Document or otherwise, including, without limitation, contract disputes and tort claims, shall be resolved by binding arbitration pursuant to the Commercial Rules of the American Arbitration Association ("AAA"). Any arbitration proceeding held pursuant to this arbitration provision shall be conducted in the city nearest the Borrower's address having an AAA regional office, or at any other place selected by mutual agreement of the parties. No act to take or dispose of any Collateral shall constitute a waiver of this arbitration agreement or be prohibited by this arbitration agreement. This arbitration provision shall not limit the right of either party during any dispute, claim or controversy to seek, use, and employ ancillary or preliminary rights and/or remedies, judicial or otherwise, for the purposes of realizing upon, preserving, protecting, foreclosing upon or proceeding under forcible entry and detainer for possession of any real or personal property, and any such action shall not be deemed an election of remedies. Such remedies include, without limitation, obtaining injunctive relief or a temporary restraining order, obtaining a writ of attachment or imposition of a receivership, or exercising any rights relating to personal property, including exercising the right of set-off, or taking or disposing of such property with or without judicial process pursuant to the Uniform Commercial Code. Any disputes, claims or controversies concerning the lawfulness or reasonableness of an act, or exercise of any right or remedy concerning any Collateral, including any claim to rescind, reform, or otherwise modify any agreement relating to the Collateral, shall also be arbitrated; provided, however, that no arbitrator shall have the right or the power to enjoin or restrain any act of either party. Judgment upon any award rendered by any arbitrator may be entered in any court having jurisdiction. The statute of limitations, estoppel, waiver, laches and similar doctrines which would otherwise be applicable in an action brought by a party shall be applicable in any arbitration proceeding, and the commencement of an arbitration proceeding shall be deemed the commencement of any action for these purposes. The Federal Arbitration Act (Title 9 of the United States Code) shall apply to the construction, interpretation, and enforcement of this arbitration provision.

26. **JURY WAIVER.** THE MORTGAGOR AND MORTGAGEE (BY ITS ACCEPTANCE HEREOF) HEREBY VOLUNTARILY, KNOWINGLY, IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE (WHETHER BASED UPON CONTRACT, TORT OR OTHERWISE) BETWEEN OR AMONG THE MORTGAGOR AND MORTGAGEE ARISING OUT OF OR IN ANY WAY RELATED TO THIS DOCUMENT, ANY OTHER LOAN DOCUMENT OR ANY RELATIONSHIP BETWEEN MORTGAGOR AND MORTGAGEE. THIS PROVISION IS A MATERIAL INDUCEMENT TO MORTGAGEE TO PROVIDE THE FINANCING DESCRIBED HEREIN OR IN THE OTHER LOAN DOCUMENTS. MORTGAGOR AND MORTGAGEE AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS NOTE SHALL BE TRIED AND LITIGATED ONLY IN THE STATE COURTS LOCATED IN THE COUNTY OF MARION, STATE OF INDIANA, OR THE FEDERAL COURTS, WHOSE VENUE INCLUDE THE COUNTY OF MARION, STATE OF INDIANA, OR, AT THE SOLE OPTION OF MORTGAGEE, IN ANY OTHER COURT IN WHICH MORTGAGEE SHALL INITIATE LEGAL OR EQUITABLE PROCEEDINGS AND WHICH HAS SUBJECT MATTER JURISDICTION OVER THE MATTER IN CONTROVERSY. MAKER WAIVES, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, THE RIGHT TO A TRIAL BY JURY AND ANY RIGHT MAKER MAY HAVE TO ASSERT THE DOCTRINE OF "FORUM NON

Exhibit A

Legal Description

Lots 1 through 10, both inclusive, and Lots 41 and 42, Block 83, and the vacated alley lying between Lots 1 through 5 and 42, in Gary Land Company's First Subdivision, as per plat thereof, recorded in Plat Book 6 page 15, in the Office of the Recorder of Lake County, Indiana.

Property Numbers, 45-08-04-429-005.000-004, 45-08-04-429-001.000-004

Address of Real Estate: 504 Broadway, Gary, Indiana AND 501 Washington, Gary, Indiana



SCH

4850-3524-4568, v. 1



SCHEDULE B - SECTION 2 EXCEPTION

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Rights or claims of parties in possession not shown by public records.
2. Easements, or claims of easements, not shown by public records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the land.
4. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Taxes or special assessments which are not shown as existing liens by the public records.
6. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this commitment.
7. Taxes for the year 2012 due and payable in 2013 each half for \$4,819.27 are assessed in the name of EFN Gary Property, LLC due and payable in May and November. May installment PAID. November installment PAID. Taxing Unit: Gary-Calumet. Assessed Value: Land- \$28,100.00; Improvements- \$262,200.00; Exemptions- \$0.00 . Tax Identification Number 45-08-04-429-001.000-004, Brief Legal Description: GARY LAND CO'S 1ST SUBDIVISION ALL LOTS 1 TO 5 BL. 83 & N2. VAC. ALLEY ADJ. ALL LOTS 41 & 42 BL.83 & S2 VAC. ALLEY ADJ. 44-83-1.

Gary Storm Water as follows:

Tax Year: 2012
Tax Number: 45-08-04-429-001.000-004
Installment Amount: \$210.00
First Installment: PAID
Second Installment: PAID
8. Taxes for the year 2012 due and payable in 2013 each half for \$19,388.31 are assessed in the name of EFN Gary Property, LLC due and payable in May and November. May installment PAID. November installment PAID. Taxing Unit: Gary-Calumet. Assessed Value: Land- \$51,900.00; Improvements- \$1,116,000.00; Exemptions- \$0.00 . Tax Identification Number 45-08-04-429-005.000-004, Brief Legal Description: GARY LAND CO'S 1ST SUB. ALL L.6 BL. 83 ALL L.7 BL.83 ALL OF LOTS 8, 9 & 10 BL.83.

Gary Storm Water as follows:

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Tax Year: 2012
Tax Number: 45-08-04-429-005.000-004
Installment Amount: \$210.00
First Installment: PAID
Second Installment: PAID

9. Taxes for the year 2013 due in 2014 are not yet due and payable.
- NOTE: Added improvements in place as of March 1, are subject to assessment which could increase the tax amounts due in , in such cases, the town or township assessor should be contacted relative to possible new assessment amounts.
10. The real estate tax information set out above is all that is currently available in county tax computer. Recent computer program changes may have rendered incomplete or inaccurate the available data. THIS INFORMATION MAY NOT BE SUFFICIENT FOR THE PURPOSE OF ESTABLISHING A PROPER REAL ESTATE TAX ESCROW. Neither the company nor its agent, assume or accept any responsibility for loss, damage, cost or expense due to, or arising out of the unavailability of accurate tax information.
11. The Company assumes no liability for increases in the amount of real estate taxes as shown above as a result of retroactive revaluation of the land and improvements, changes in the usage of the land or the loss of any exemption or deduction applicable to the land insured herein.
12. Possible municipal and/or sewer assessments which may be levied by the municipality.
13. Rights of Ameritech Mobile (assigned from SMSA), as disclosed by rooftop lease agreement dated January 12, 1993 and recorded May 24, 1995 as Document No. 95028670 made by and between NBD Bank, N.A., successor to Gainer Bank, by merger and SMSA Limited Partnership c/o Ameritech Mobile Communications.
14. Lease by and between Edward F. Napleton Self Declaration of Trust dated October 1, 1992, Lessor(s), and United States Cellular Operating Company of Chicago, LLC, d/b/a U.S. Cellular, Lessee(s), dated May 24, 2004 as evidenced by a Memorandum of Lease dated May 5, 2004 and recorded May 11, 2004, as Document No. 2004 038404.
15. Memorandum of License by and between Edward F. Napleton Revocable Trust d/b/a Tower Crossing Associates, LLC, (landlord) and Denali Spectrum Operations, LLC, (tenant) regarding an unrecorded Site Lease dated April 1, 2008, was recorded May 14, 2008 as Document No. 2008 035758.
16. Lease by and between EFN Gary Property, LLC, Lessor(s), and Prime Investment Management Corporation, a Wisconsin corporation, Lessee(s), dated June 11, 2010 as evidenced by a Memorandum of Roof Top Lease Agreement dated June 11, 2010 and recorded June 20, 2010 as Document No. 2010 036339.
17. Terms and provisions of an Assignment and Assumption of Roof Top Lease by and between Prime Investment Management Corporation, a Wisconsin corporation, (Assignor) and ATT Communications, LLC, a Florida limited liability company, (Assignee), dated September 22, 2010 and recorded October 7, 2010 as Document No.



2010 058356.

18. Terms and provisions of an Assignment and Assumption of Contracts made by and between Prime Investment Management Corporation, a Wisconsin corporation, (Assignee) and EFN Gary Property, LLC, an Indiana corporation, (Assignor), dated June 11, 2010 and recorded June 25, 2010 as Document No. 2010 036340.
19. Rights of Demotte Drugs, Inc d/b/a Fagen Pharmacy, as Lessee, under an unrecorded lease as disclosed by the rent roll dated January 29, 2014.
20. Rights of Arbor E&T, LLC, as Lessee, under an unrecorded lease as disclosed by the rent roll dated January 29, 2014.
21. Rights of Virgil Moore, as Lessee, under an unrecorded lease as disclosed by the rent roll dated January 29, 2014.
22. Rights of tenants under unrecorded leases.
23. Covenants, conditions, and restrictions contained in the plat of Gary Land Company's First Subdivision, recorded in Plat Book 6 page 15, but omitting any covenants or restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.
Violation thereof will not result in forfeiture or reversion of title.
24. Covenants, conditions, and restrictions contained in various deeds from Gary Land Company, to various owners, as to Lots 1 and 2, was recorded August 23, 1909, in Deed Record 156, page 314; as to Lot 3, was recorded November 29, 1909, in Deed Record 155, page 239; as to Lots 4 and 5, was recorded July 24, 1908, in Deed Record 147, page 59; as to Lots 6 and 7, was recorded March 9, 1908, in Deed Record 141 page 3; as to Lots 8, 9 and 10, was recorded May 25, 1927, in Deed Record 398 page 549; as to Lot 41, was recorded April 23, 1912, in Deed Record 181, page 34; and as to Lot 42, was recorded August 17, 1909, in Deed Record 154, page 534, but omitting any covenant or restriction based on race, color, religion, sex, handicap, familial status or national origin unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons.
Violation thereof will not result in forfeiture or reversion of title.
25. Terms and provisions of an easement for a pneumatic tube system and heating pipes as granted in an Agreement made by City of Gary, by and through its Board of Public Works, in favor of Gary National Bank, dated April 17, 1952 and recorded June 16, 1952 in Miscellaneous Record 566 page 597 as Document No. 614575.
26. Terms and provisions of an Easement Contract in favor of Gary National Bank for a pneumatic tube system, dated June 9, 1952 and recorded June 16, 1952 in Miscellaneous Record 566 page 600 as Document No. 614576.

