

7

SECOND REAL ESTATE MORTGAGE

MS CROWN POINT, LLC, an Indiana limited liability company (the "Mortgagor"), for good and valuable consideration, desiring to grant herein a second priority mortgage ("Second Mortgage") to Mortgagee, the value and sufficiency of which is hereby acknowledged, hereby MORTGAGES AND WARRANTS, and grants a security interest, to Jeffrey B. Bailey, as Agent for certain holders of Debentures issued by Mainstreet Mezzanine Fund II, L.P., an Indiana limited partnership pursuant to that certain Collateral Agency Agreement dated as of December 2, 2013, as may be amended (collectively, the "Collateral Agency Agreement") (the "Mortgagee"), the following property (the "Mortgaged Property"):

See "Exhibit A" attached hereto and made a part hereof.

TOGETHER WITH, all rents, issues, profits, royalties, income and other benefits derived from the real estate; all right, title and interest of the Mortgagor in and to all leases or subleases covering such real estate or any portion thereof now or hereafter existing; all easements, rights-of-way, and rights used in connection therewith or as a means of access thereto; all tenements, hereditaments and appurtenances thereof and thereto; any and all buildings and improvements now or hereafter erected on such real estate; all fixtures and attachments of every kind and nature whatsoever now or hereafter owned by Mortgagor and located at or used in connection with the Mortgaged Property, including all extensions, additions, improvements, replacements, accessions and substitutions of any such property; and any and all awards made for the taking by eminent domain, or by any proceedings or purchases in lieu thereof, the whole or any part of the Mortgaged Property;

FOR THE PURPOSE OF SECURING, payment of indebtedness of Mortgagor to Mortgagee as evidenced by those certain Debentures dated December 2, 2013, December 12, 2013 and subsequent Debentures issued as part of the same offering, for the benefit of the Debentureholders set forth in the Collateral Agency Agreement, in the aggregate principal amount not to exceed \$4,371,686.00, and any and all modifications, extensions, renewals, and replacements thereof of the indebtedness outstanding under the foregoing, if the instrument evidencing such indebtedness or obligation indicated that it is secured by this Second Mortgage, and payment of all reasonable attorneys' fees and costs of collection reasonably incurred by the Mortgagee upon default of any of the obligations secured by this Mortgage including, without limitation, all sums expended for abstracting or title insurance, appraisers, surveyors, publication of notice and the like, all without relief from valuation or appraisal laws (this Mortgage, the foregoing described instrument evidencing the obligation secured hereby, and any other instrument given to further evidence, govern or secure the payment and performance of any obligation secured hereby being collectively referred to herein as the "Loan Documents").

MORTGAGOR REPRESENTS AND WARRANTS to Mortgagee that Mortgagor is lawfully seized of fee simple title to the Mortgaged Property, that Mortgagor has the requisite power, authority and capacity to mortgage the same, that other than covenants, agreements, matters of record and other matters described herein, the Mortgaged Property is free from all liens and encumbrances, and that the Mortgagor will warrant and defend title to the Mortgaged Property.

THIS SECOND MORTGAGE IS, and shall be, become and remain, a continuing lien and security interest on the Mortgaged Property including all fixtures, buildings and improvements thereon, subordinate to any mortgage rights of the holder of the senior debt (the "Senior Mortgage"), until all of the provisions hereof shall have been fully performed, discharged and complied with, at which time Mortgagee shall release this Second Mortgage. Mortgagee agrees to take any reasonable actions requested by holder of a Senior Mortgage to ensure that the Second Mortgage is subordinated to the Senior Mortgage regardless of order of recording, which request might include, but not be limited to releasing and rerecording this Second Mortgage.

MORTGAGOR HEREBY COVENANTS AND AGREES:

1. To pay when due, or within the applicable grace period, if any, the principal of, and interest on, the indebtedness secured by this Second Mortgage and the Senior Mortgage and to comply with all terms, covenants, conditions and provisions thereof.
2. Maintain this Second Mortgage as a lien upon said Real Estate, junior only to the Senior Mortgage, general real property taxes and special assessments which are not delinquent;
3. To keep the Mortgaged Property in good condition and repair, ordinary wear and tear excepted, and to comply in all material respects with all material laws and restrictions affecting the Mortgaged Property and not to permit any waste thereof.
4. To at all times provide, maintain and keep in force policies of insurance reasonably required by the Mortgagee in an amount equal to the replacement value of the Mortgaged Property. Mortgagee shall be named as an additional insured on such policy and Mortgagor shall provide the relevant endorsement stating such to Mortgagee. Subject to the rights of the holder of the Senior Mortgage, in the event of a loss, all insurance proceeds shall be applied to the restoration of the Mortgaged Property or payment of the indebtedness secured hereby, at Mortgagee's option.
5. To pay, prior to delinquency, all real estate taxes and assessments of any kind affecting the Mortgaged Property; provided, however, Mortgagor shall have the right to contest the amount or validity of any such imposition by appropriate legal proceedings which prevent foreclosure so long as Mortgagor shall furnish sufficient security or other undertaking as may be reasonably satisfactory to Mortgagee.
6. To pay when due, or within any applicable grace period, all indebtedness secured by a lien upon the Mortgaged Property, or any part thereof, and to pay and properly discharge, at Mortgagor's expense, the liens of any mechanic, laborer, materialman, supplier or vendor; provided Mortgagor shall have the right to contest in good faith the validity or amount of any such lien, encumbrance or charge by appropriate proceedings which prevent foreclosure so long as Mortgagor shall have established adequate reserves against such liability as may be reasonably satisfactory to Mortgagee.

7. To promptly notify the Mortgagee in the event all or any part of the Mortgaged Property shall be taken or damaged by reason of any public improvement or condemnation proceeding, in which event Mortgagee shall, at its option, be entitled to commence, appear in and prosecute in its own name any action or proceedings and to make any compromise or settlement in connection therewith. Mortgagee may apply such proceeds first to the payment of the cost of restoration and then to the indebtedness secured hereby.

8. That, without affecting the liability of any other person liable for the payment of any obligations secured hereby, and without affecting the lien of this Second Mortgage, Mortgagee may, from time to time, and without notice and without the consent of any junior lienholder (i) release any person so liable, (ii) extend the maturity or waive any of the terms of such obligation, (iii) grant other indulgences, (iv) release or reconvey any parcel, portion or all of the Mortgaged Property, (v) take or release any other security for any such obligation, or (vi) make compositions or other arrangements with debtors in relation thereto.

9. That Mortgagee may pay any insurance premium, discharge any tax or assessment, cause any necessary maintenance or repair, pay any indebtedness secured by a lien on the Mortgaged Property, pay any utility or take such other actions and incur such other cost or expense as may be necessary in the reasonable opinion of the Mortgagee to preserve the Mortgaged Property, but without any obligation on the part of the Mortgagee to do so, and any advance so made shall be secured by this Second Mortgage, shall be payable on demand and shall bear interest set forth at the prevailing default rate provided for in the Loan Documents.

10. That Mortgagor will cause any fixtures which are part of the Mortgaged Property to be kept on the Mortgaged Property, except to the extent that the same are consumed or replaced in ordinary usage.

11. All notices, requests, and other communication under or pursuant to this Second Mortgage shall be in writing and shall be deemed to have been duly given if (a) delivered by hand and receipted for; (b) sent by certified United States mail, return receipt requested, first class postage pre-paid; (c) delivered by overnight express receipted delivery service; or (d) facsimile, if confirmed immediately thereafter by also mailing a copy of such notice, request or other communication by certified United States Mail, return receipt requested, with first class postage pre-paid, as follows:

If to the Mortgagor:

MS Crown Point, LLC
c/o Mainstreet Property Group, LLC
14390 Clay Terrace Blvd, Suite 205
Carmel, IN 46032

Attention: Julie M. Elliott, Esq.
Fax: (317) 420-0206
E-mail: jelliott@mainstreetcap.net

If to the Mortgagee:

Jeffrey B. Bailey, as Agent
Bose McKinney & Evans LLP
111 Monument Circle, Suite 2700
Indianapolis, IN 46204

Attention: Jeffrey B, Bailey, Esq.
Fax: (317) 223-0311
E-mail: jbbailey@boselaw.com

or at such substituted address, fax number or person as any of the parties may from time to time advise the other parties by notice in writing. All such notices, requests or other communications will be effective (a) if delivered by hand, when delivered; (b) if mailed in the manner provided herein, three (3) business days after deposit with the United States Postal Service; (c) if delivered by overnight express delivery service, on the next business day after deposit with such service; and (d) if by facsimile on the next business day, if also confirmed by mail in the manner provided herein.

12. That Mortgagor will not sell, transfer, assign, convey or further encumber the Mortgaged Property, or any part thereof or any interest therein.

13. That, upon any Event of Default under the Loan Documents after any applicable grace period, which occurrence shall be deemed to be a default under this Second Mortgage, or the abandonment, sale, transfer, assignment, encumbrance or other disposition of the Mortgaged Property by Mortgagor, Mortgagee, may declare all indebtedness secured hereby to be immediately due and payable without presentment, demand, protest or notice of any kind and may thereafter (i) either in person or by agent, with or without bringing an action or proceeding, enter upon and take possession of the Mortgaged Property, or any part thereof, and, in its own name, do any acts which it deems necessary or desirable to preserve the value, marketability or rentability of the Mortgaged Property or any part thereof or any interest therein without any such action being deemed to be a cure or waiver of any such default, and (ii) commence any action to foreclose this Second Mortgage, appoint a receiver or specifically enforce any covenants hereof. Any sums collected by Mortgagee, including attorneys' fees and costs of collection, shall be first applied to expenses of Mortgagee and then to the indebtedness secured hereby in such order and manner as Mortgagee may determine.

14. That any application for the appointment of a receiver of the Mortgaged Property may be made either before or after sale, and without regard to the solvency of the Mortgagor or the value of the Mortgaged Property. Such receiver shall have the power to collect the rents, issues and profits, to extend or modify any existing leases and to make new leases and to exercise all other power which may be necessary or are usual for the protection, possession, control, management and operation of the Mortgaged Property and to apply the proceeds to the indebtedness secured hereby.

15. That Mortgagee shall be entitled to exercise all rights under this Second Mortgage and the Loan Documents, or any other loan documents notwithstanding the indebtedness secured hereby may be otherwise secured. No remedy herein conferred to Mortgagee is intended to be exclusive of any other remedy, but shall be cumulative, and each of such remedies may be pursued singly, successively or together and as often as Mortgagee may deem expedient.

16. That if the lien of this Second Mortgage is invalid as to any part of the indebtedness secured hereby or as to any part of the Mortgaged Property, the unsecured portion of the indebtedness shall be completely paid prior to the payment of the secured portion of the indebtedness, and in the event any provision of this Second Mortgage is deemed invalid for any reason, such invalidity shall not affect the other provisions of this Mortgage which shall be deemed severable and shall remain in full force and effect.

17. That this Second Mortgage shall be binding upon the Mortgagor, and Mortgagor's successors and assigns, and shall be for the benefit of the Mortgagee, its successors and assigns.

18. That this Second Mortgage shall be governed by and construed in accordance with the laws of the State of Indiana.

19. That Mortgagor will not permit the existence of any toxic material, hazardous waste, hazardous substances, asbestos, petroleum products or any other substance regulated by a state or federal environmental agency ("Hazardous Materials") on the Mortgaged Property, except in compliance with any necessary properly issued permit or license and otherwise in compliance with applicable law.

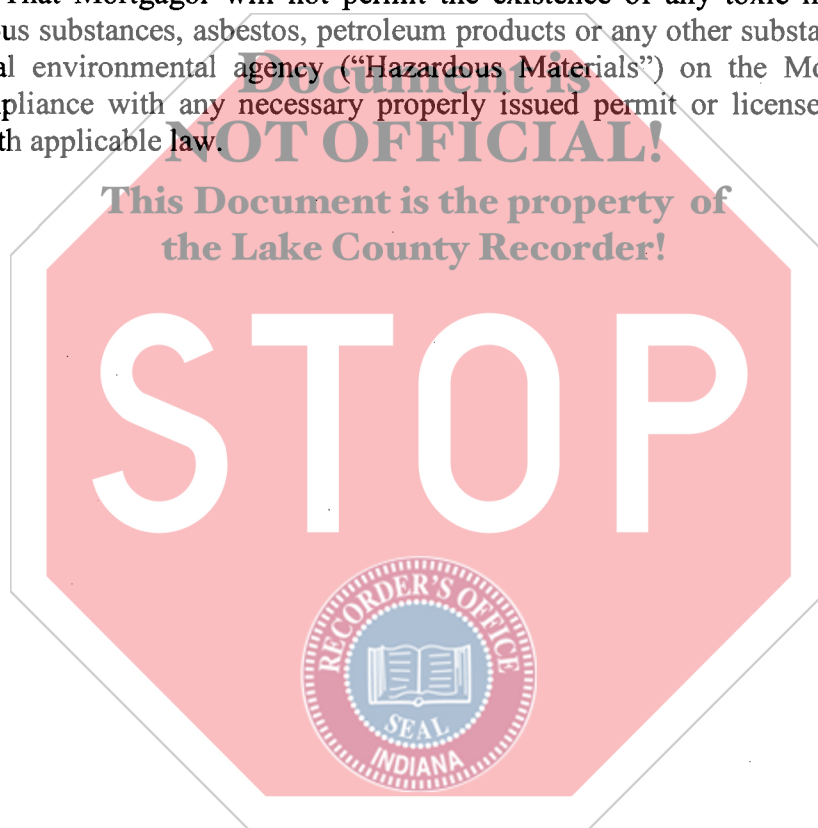


Exhibit A

Mortgaged Property

LOT 1 IN MS CROWN POINT SUBDIVISION, BEING A SUBDIVISION IN THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 20, TOWNSHIP 34 NORTH, RANGE 8 WEST OF THE SECOND PRINCIPAL MERIDIAN, IN LAKE COUNTY, INDIANA, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 11, 2014 AS INSTRUMENT 2014-020767.

