

8

STATE OF INDIANA

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

COUNTY OF LAKE
Return to: Fidelity National Title
4215 Edison Lakes Parkway

2014 048547

2014 AUG 13 AM 9: 20

MICHAEL B. BROWN
RECORDER

Suite 115
Mishawaka, IN 46545

MORTGAGE AND SECURITY AGREEMENT

THIS MORTGAGE AND SECURITY AGREEMENT ("Mortgage"), made this 11th day of July, 2014, by B&B PROPERTIES, L.C., a Virginia limited liability company, qualified to do business in Indiana as B & B PROPERTIES, L.L.C. (whether one or more, the "Mortgagor") whose address is 8020 Whitepine Road, Richmond, Virginia 23237, and granted and given to BRANCH BANKING AND TRUST COMPANY (the "Mortgagee"), a corporation organized and existing under the laws of the State of North Carolina, whose address is 901 East Byrd Street, Suite 600, Richmond, Virginia 23219.

WHEREAS, B&B PROPERTIES, L.C., a Virginia limited liability company (the "Borrower" if not the Mortgagor) is indebted to Mortgagee, as evidenced by a certain promissory note dated of even date herewith executed in favor of Mortgagee in principal sum of Two Million Three Hundred Thousand and No/100 Dollars (\$2,300,000.00), with an initial maturity date of July 11, 2024, and all renewals, extensions, modifications or substitutions thereof, the terms of which are incorporated herein by reference. Where used herein, the term "Note" or "Notes" shall be deemed to include the note above described, along with any other notes and all renewals, extensions, modifications and substitutions thereof, any additional advance agreements, or other documents now or hereafter evidencing any debt whatsoever incurred by Mortgagor or Borrower payable to Mortgagee, and secured by the Property (as such term is hereinafter defined).

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the Mortgagor, for and in consideration of the aforesaid indebtedness and in order to secure the payment thereof together with any renewals, extensions, modifications or substitutions thereof, and also to secure in accordance with IC 32-29-1-10 or any such successor statute as may apply:

1. All future advances and re-advances that may subsequently be made to the Mortgagor or Borrower evidenced by the Note(s); and
2. All other indebtedness of Mortgagor or Borrower to Mortgagee, now or hereafter existing, whether direct or indirect, secured by the Property; and
3. The maximum amount of all principal indebtedness outstanding at any one time secured hereby shall not exceed Two Million Three Hundred Thousand and No/100 Dollars (\$2,300,000.00) plus interest thereon, all charges and expenses of collection incurred by Mortgagee, including court costs and reasonable attorneys' fees, all without relief from valuation and appraisal laws, has granted, bargained, assigned, hypothecated, released, mortgaged and does by these presents grant, bargain, assign, hypothecate, release, mortgage and warrant unto the Mortgagee, its successors and assigns the following described property:

See Exhibit A attached hereto and incorporated in full herein.

Together with all and singular buildings, fixtures and improvements thereon and the rights, members, hereditaments and appurtenances to the same belonging or in any way appertaining; all the rents, issues, and profits thereof (provided, however that, unless otherwise agreed, the Mortgagor shall be entitled to collect and retain the said rents, issues, and profits until an event of default hereunder, subject to any applicable notice and cure periods); and including all heating, air conditioning, plumbing, electrical and lighting fixtures and equipment now or hereafter attached to or used in connection with the real estate herein described but expressly excluding any fixture and/or personal property of any tenant (collectively the "Property").

TO HAVE AND TO HOLD, all of the Property unto the Mortgagee, its successors and assigns forever.

The Mortgagor covenants that he is lawfully seized of the Property in fee simple absolute (or such other estate; if any, as is stated hereinabove), that he has good, right, and lawful authority to sell, convey, hypothecate or encumber the same, and that the Property is free and clear of all liens and encumbrances whatsoever except as listed in the title opinion or title insurance policy which Mortgagee has obtained in the transaction in which Mortgagee obtained this Mortgage. The Mortgagor further covenants to warrant and forever defend title to the Property unto the Mortgagee, from and against all persons whomsoever lawfully claiming the same or any part thereof.

The Mortgagor (if more than one, each jointly and severally) covenants and agrees as follows:

28
cb-1820202733
AD
E

1. If Mortgagor is a maker or obligor on the Note(s), he will promptly pay the principal of and interest on the indebtedness evidenced by the said Note(s) and any subsequent note or agreement evidencing additional advances, at the time and in the manner therein provided. Mortgagor shall timely pay and perform any obligation, covenant or warranty contained not only in this Mortgage but also any other mortgage, or writing which gives rise to, or which may constitute a lien upon any of the Property. Time is of the essence in the payment or performance of the Note(s), any of the obligations secured hereby, or of any covenant or warranty contained in this Mortgage, the Note(s) or any other document related thereto. Upon request of Mortgagee, Mortgagor promptly shall furnish satisfactory evidence of such payment or performance.

2. That to the extent that the Property contains fixtures, attached appliances and other equipment integrally used in connection with the Property and owned by Mortgagor in which the Mortgagor hereby grants a security interest to Mortgagee, this Mortgage shall constitute a Security Agreement under the Indiana Uniform Commercial Code (the "UCC"), as the same may be amended from time to time, or other applicable statutes in effect in Indiana, and Mortgagee shall have all rights and remedies of a secured party thereunder. Without limiting those rights and remedies, Mortgagee may, at its option, either (a) enforce its security interest in such personal property under the UCC or other applicable law or (b) include such personal property in any judicial or non-judicial foreclosure of this Mortgage. For purposes of this paragraph, the mailing addresses of the Mortgagor (as debtor) and Mortgagee (as secured party) from which information concerning the security interest granted by this Mortgage may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Mortgage. Mortgagor hereby authorizes Mortgagee to file, at Mortgagor's expense, any UCC Financing Statements describing any and all assets and personal property in which Mortgagee has granted a security interest. Upon request of Mortgagee, the Mortgagor shall take whatever action is requested by Mortgagee to perfect and continue the security interest in such fixtures, attached appliances, and other equipment internally used in connection with the Property. In addition to recording this Mortgage in the real property records, Mortgagee may, at any time and without further authorization from Mortgagor, file executed counterparts, copied or reproductions of this Mortgage as a financing statement. Upon default, Mortgagor shall not remove, sever or detach any of the aforementioned personal property from the Property.

3. That Mortgagor will pay as they became due all mortgage loan and/or hazard insurance premiums, taxes, assessments, water rates, and other governmental or municipal charges, fines or imposition, assessed against the Property. If Mortgagor fails to make any payments provided for in this section or any other payments for taxes, assessments, or the like, the Mortgagee may pay the same, and all sums so paid shall bear interest at the same rate as the Note(s) (from the date of such advance) and shall be secured by this Mortgage.

4. That Mortgagor will keep the Property in as good order and condition as it is now, reasonable wear and tear excepted, and will not commit or permit any waste thereof. Mortgagor shall not demolish or remove any improvements, fixtures or appliances from the Property without the Mortgagee's prior written consent not to be unreasonably withheld. Prior to a default beyond applicable notice and cure periods hereunder, Mortgagee shall be entitled to inspect the Property during Mortgagor's regular business hours upon three (3) days prior written notice to Mortgagor, and at any time following a default hereunder and the expiration of any applicable notice and cure periods. Should Mortgagee at any time in good faith determine that (i) the fair market value of the Property has declined below the appraised value utilized by Mortgagee on the date of this instrument or the date of any renewal of the Note or other loan document described herein; (ii) any applicable law or regulation require Mortgagee to obtain a current appraisal of the Property; (iii) upon any event of default, forbearance or restructure of the indebtedness secured; or (iv) any condemnation of or material damage to the Property, Mortgagee may, after notice to Grantor or Borrower as appropriate, order an appraisal at Grantor's or Borrower's expense from an appraiser chosen by Mortgagee. Grantor and/or Borrower shall cooperate fully with any such appraiser in connection with the preparation the appraisal.

5. That Mortgagor will continuously maintain fire, flood and such other hazard insurance as Mortgagee may require on the improvements which form a part of the Property, now or hereafter thereon, and will pay promptly when due any premiums therefore. If it is determined at any time that any of the Property is located in a flood hazard area as defined in the Flood Disaster Protection Acts of 1973, Mortgagor shall obtain and maintain flood insurance on Property at Mortgagor's expense for as long as this Mortgage is in effect. Flood insurance coverage shall be in an amount equal to the lesser of (i) the maximum amount secured herein or (ii) the maximum limit of coverage made available for the particular type of property encumbered hereby under applicable law. If Mortgagor shall fail to procure or maintain hazard or flood insurance coverage in the specified amount for the Property within a reasonable time of receiving notice from Mortgagee of either the requirement or of the lapse of an existing policy, Mortgagee may, but shall not be obligated to, expend for the account of Mortgagor any sums which may be necessary to purchase the required hazard or flood insurance, which shall be fully secured by this Mortgage and which shall accrue interest from the time expended until paid at the rate set for the in the Note(s). Mortgagor shall cause all policies and renewals thereof to be delivered to the Mortgagee. All insurance shall be carried with companies approved

by Mortgagee and shall contain a loss payable clause (New York long form) in favor of and in a form acceptable to Mortgagee. In event of loss, Mortgagor will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by the Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagor and Mortgagee jointly, and the insurance proceeds, or any part thereof, (a) shall be applied by the Mortgagee to the restoration of the Property if no event of default has occurred (subject to applicable notice and cure periods) and is continuing, or (b) if an event of default has occurred and any applicable notice and cure period have expired, and such default is continuing, then such payment may be applied by the Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration of the property damaged.

6. That Mortgagor hereby assigns its interest as landlord under all leases of the Property or any part thereof together with all rents, issues, and profits of the Property from and after any default hereunder and the expiration of applicable notice and cure periods, and should legal proceedings be instituted pursuant to this instrument, then the Mortgagee shall have the right to have appointed a receiver of the rents, issues, and profits, and Mortgagor consents to the appointment of a receiver, who, after deducting all charges and expenses attending such proceedings and the execution of his trust as receiver, shall apply the residue of the rents, issues, and profits toward the payment of the debt secured hereby. Mortgagor hereby appoints Mortgagee as Mortgagor's attorney-in-fact to collect any rents and profits, with or without suit, and to apply the same, less expenses of collection to any indebtedness owing under the Note(s) in any manner as Mortgagee may desire. Such appointment shall be a power coupled with an interest and shall remain in effect until all indebtedness and obligations under this Mortgage have been fully satisfied. Mortgagor shall not terminate, cancel or amend any material lease or contract affecting the Property or any part thereof without the prior written consent of the Mortgagee.

7. That Mortgagor will pay as they become due the principal and interest on all notes, obligations, contracts or agreements secured by any mortgage, lien, or security interest having priority over this Mortgage as to the Property described herein. If Mortgagor fails to make any of the payments as provided in this section subject to applicable notice and cure periods, Mortgagee may pay the same and add any amounts so paid to the principal debt, and all sums so paid shall bear interest at the same rate set forth in the Note(s) and shall be secured by this Mortgage. The lien of this Mortgage shall remain in full force and effect during any postponement or extension of the time of payment of or any other modification relating to the indebtedness or any part thereof secured hereby.

8. As of the date hereof, to the best of Mortgagor's knowledge and except as set forth in that certain Phase One Environmental Assessment prepared by EMG and dated May 6, 2014 (a copy of which has been provided to Mortgagee), Mortgagor for itself, its successors, and assigns represents, warrants and agrees that (a) neither Mortgagor nor any other person has used or installed any Hazardous Material (as hereinafter defined) on the Property (except in compliance with Environmental Laws) or received any notice from any governmental agency, entity or other person with regard to Hazardous Materials on, from or affecting the Property; (b) neither Mortgagor or any other person has violated any applicable Environmental Laws (as hereinafter defined) relating to or affecting the Property; (c) the Property is presently in compliance with all Environmental Laws; there are no circumstances presently existing upon or under the Property, or relating to the Property which may violate any applicable Environmental Laws, and there is not now pending, or threatened, any action, suit, investigation or proceeding against Mortgagor relating to the Property or against any other party relating to the Property) seeking to enforce any right or remedy under any of the Environmental Laws; (d) except in strict compliance with Environmental Laws, the Property shall be kept free of Hazardous Materials, and shall not be used to generate, manufacture, transport, treat, store, handle, dispose, or process Hazardous Materials; (e) except in strict compliance with Environmental Laws, Mortgagor shall not cause nor permit the installation of Hazardous Materials in the Property nor a release of Hazardous Material onto or from the Property or suffer the presence of Hazardous Materials on the Property; (f) Mortgagor shall at all times comply with and ensure compliance by all other parties with all applicable Environmental Laws relating to or affecting the Property and shall keep the Property free and clear of any liens imposed pursuant to any applicable Environmental Laws; (g) the Mortgagor has obtained and will at all times continue to obtain and/or maintain all licenses, permits and/or other governmental or regulatory actions necessary to comply with Environmental Laws (the "Permits") and the Mortgagor is in full compliance with the terms and provisions of the Permits and will continue to comply with the terms and provisions of the Permits; (h) Mortgagor shall immediately give the Mortgagee oral and written notice in the event that Mortgagor receives any notice from any governmental agency, entity, or any other party with regard to Hazardous Materials on, from or affecting the Property and shall conduct and complete all investigations, sampling, and testing, and all remedial, removal, and other actions necessary to clean up and remove all Hazardous Materials on, from or affecting the Property in accordance with all applicable Environmental Laws. The Mortgagor hereby agrees to indemnify Mortgagee and hold Mortgagee harmless from and against any and all losses, liabilities, damages, inquiries (including, without limitation, attorneys' fees) and claims of any and every kind whatsoever paid, incurred or suffered by, or asserted against Mortgagee for, with respect to, or as a direct or indirect result of (a) the presence, on, or under, or the escape, spillage, emission or release

from the Property of any Hazardous Material regardless of whether or not caused by or within the control of Mortgagor, (b) the violation of any Environmental Laws relating to or affecting the Property, whether or not caused by or within the control of Mortgagor, (c) the failure by Mortgagor to comply fully with the terms and provisions of this paragraph, or (d) any warranty or representation made by Mortgagor in this paragraph being false or untrue in any material respect when made.

In the event that any of the Mortgagor's representations or warranties shall prove to be materially false when made or Mortgagor fails to satisfy any Environmental Requirement (a) within thirty (30) days after written notice from Mortgagee, (b) if such breach is not susceptible of being cured within such thirty (30) day period, so long as Mortgagee commences such cure within such initial thirty (30) day period and thereafter diligently pursues such cure, within sixty (60) days after written notice from Mortgagee, or (c) within such longer period of time as shall have been approved by Mortgagee in writing in its sole discretion, Mortgagee, in its sole discretion, may (1) choose to assume compliance with governmental directives and the Mortgagor agrees to reimburse Mortgagee for all costs, expenses (including all reasonable attorneys' fees, whether in-house or independent), fines penalties, judgments, suits, or liabilities whatsoever associated with such compliance; or (ii) seek all legal and equitable remedies available to it including, but not limited to, injunctive relief compelling Mortgagor to comply with all Environmental Requirements relating to the Property. Mortgagee's rights hereunder shall be in addition to all rights granted under the Note or other Document and payments by Mortgagor under this provision shall not reduce Mortgagor's obligations and liabilities thereunder. In the event Mortgagee undertakes compliance with Environmental Requirements which Mortgagor failed to perform or which Mortgagee determines is necessary to sell all or any part of the Property, Mortgagor authorizes Mortgagee and/or Mortgagee's agents to prepare and execute on Mortgagor's behalf, any manifest or other documentation relating to the removal and/or disposal of any Hazardous Materials, from, at or on the Property. Mortgagor acknowledges that Mortgagee does not own, or have a security interest in, any Hazardous Materials which exist on, originate from or affect the Property. All amounts expended by the Mortgagee in connection with the exercise of its rights hereunder (including reasonable attorneys' fees and the fees of any environmental consultants) shall become part of the indebtedness secured by this Mortgage.

For purposes of this Mortgage, "Hazardous Material" means and includes petroleum products, any flammable explosives, radioactive materials, asbestos or any material containing asbestos, and/or any hazardous, toxic or dangerous waste, substance or material defined as such in (or for the purposes of) the Environmental Laws. For the purpose of this Mortgage, "Environmental Laws" means the Comprehensive Environmental Response, Compensation and Liability Act, the Hazardous Materials Transportation Act, the Resource Conservation and Recovery Act, any "Super Fund" or "Super Lien" law, or any other federal, state, or local law, regulation, or decree regulating, relating to, or imposing liability or standards of conduct concerning any petroleum products, any flammable explosives, radioactive materials asbestos or any material containing asbestos, and/or any hazardous, toxic or dangerous waste, substance or material, as may now or at any time hereafter be in effect. The obligations and liabilities of Mortgagor under this paragraph shall survive the foreclosure of the Mortgage, the delivery of a deed in lieu of foreclosure, the cancellation or release of record of this Mortgage or the payment and cancellation of the Note; or if otherwise expressly permitted in writing by the Mortgagee, the sale or alienation of any part of the Property.

9. Mortgagor shall be in default under this mortgage upon the occurrence of any of the following.

(a) (i) Default in the payment or performance of any of the obligations not cured within ten (10) days of the due date thereof, or (ii) of any covenant or warranty, in this Mortgage, in the Note(s) or other document executed in connection herewith, or in any other note of Mortgagor or Borrower to Mortgagee or any contract between Mortgagor or Borrower and Mortgagee, or in any contract between any third party and Mortgagee made for the benefit of Mortgagor, if, for any default described in this subsection (ii), such default is not cured within thirty (30) days after written notice from Mortgagee or, if such default is not susceptible of being cured within such thirty (30) day period, so long as Mortgagee commences such cure within such initial thirty (30) day period and thereafter diligently pursues such cure, within sixty (60) days after written notice from Mortgagee; or

(b) Any warranty, representation or statement made or furnished to Mortgagee by or on behalf of Mortgagor or Borrower in connection with this Mortgage or the Note(s) proving to have been false in any material respect when made or furnished; or

(c) (i) Loss, theft, substantial damage or destruction to or of the Property which is not covered by insurance, or (ii) the assertion, making or filing of any levy, seizure, mechanic's or materialman's lien or attachment thereof or thereon not released or bonded off to Mortgagee's satisfaction within thirty (30) days of such assertion, making or filing; or

(d) Death, dissolution, termination of existence, insolvency, business failure, appointment of a receiver for any part of the property of, assignment for the benefit of creditors by, filing of a

bankruptcy petition by or against (and the expiration of forty-five (45) days after such filing), or the inability to pay debts in the ordinary course of business of Mortgagor or Borrower, admitted in writing, or any co-maker, endorser, guarantor or surety for Mortgagor or Borrower; provided, however, that in the event of the death of any individual guarantor, Mortgagee will not, on account of said event of default, exercise its remedies hereunder if, within thirty (30) days after such death, Mortgagee has received satisfactory evidence that the liability of the estate of such decedent continues in full force and effect as to the liabilities existing at the date of death, and any renewals or extensions thereof, and such decedent's estate or successor affirmatively undertakes the obligations of such decedent in writing to the satisfaction of Mortgagee, which writing may include an affirmative acknowledgement of such undertaking by the applicable probate court or other jurisdictional authority.

(e) Failure of a corporate Mortgagor or Borrower or any co-maker, endorser, guarantor or surety for Mortgagor or Borrower to maintain its corporate existence in good standing; or

(f) Upon the entry of any monetary judgment of the assessment or filing of any tax lien against Mortgagor or Borrower not discharged or bonded off to Mortgagee's satisfaction within sixty (60) days of entry or filing; or upon the issuance of any writ of garnishment or attachment against any property, debts due or rights of Mortgagor or Borrower; or

(g) Except as expressly permitted by that certain Loan Agreement of even date herewith, the sale (including sale by land contract upon delivery of possession), transfer or encumbrance of all or any part of the Property or any interest therein, or any change in the ownership or control of any corporate or partnership Mortgagor or Borrower, without Mortgagee's prior written consent; or

(h) Should Mortgagee determine that the lien and security interest granted hereby in the Property invalid or unenforceable or fail to have the priority required.

10. It is agreed that Mortgagor shall hold and enjoy the Property until there is a default beyond any applicable notice and cure periods under this Mortgage or under the Note(s) secured hereby. If there is a default beyond any applicable notice and cure periods in any of the terms, conditions or covenants of this Mortgage or of any of the Note(s), then at the option of Mortgagee, and without further prior notice to Mortgagor, all sums then owing by Mortgagor or any other obligor on the Note(s) shall become immediately due and payable, and Mortgagee may in addition pursue all other rights and remedies available against Mortgagor, Borrower or any co-maker or other obligor under the Note(s) under applicable provisions of Indiana Law and of any other law governing the Note(s). This Mortgage shall remain as security for full payment of all indebtedness evidenced by the Note(s) and for performance of any obligation under this Mortgage or any other document executed in connection therewith, notwithstanding the sale or release of all or any part of the Property, the assumption by another party of Mortgagor's or Borrower's obligations under the Note(s) or this Mortgage, the forbearance or extension of time or payment of the indebtedness evidenced by the Note(s) or any one of same or the release of any party who has assumed or incurred any obligation for the repayment of any indebtedness evidenced by the Note(s). None of the foregoing shall in any way affect the full force and effect of the lien of this Mortgage or impair Mortgagee's right to any other remedies against Mortgagor, Borrower or any other obligors under the Note(s). Any forbearance by the Mortgagee in exercising any right or remedy hereunder or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Mortgagee shall not be a waiver of Mortgagee's right to accelerate maturity of the indebtedness evidenced by the Note(s).

11. Mortgagor understands that upon default hereunder and the expiration of applicable notice and cure periods, along with other remedies set out herein and in the above referenced Note(s) or any related documents, Mortgagee may foreclose upon the Property and ask for a deficiency judgment pursuant thereto. Mortgagor hereby expressly waives all rights of valuation and appraisal and understands and agrees that a deficiency judgment, if pursued by Mortgagee, shall be determined by the highest priced bid at the judicial sale of the Property. Notwithstanding the foregoing, upon default and the expiration of applicable notice and cure periods hereunder or upon any event which results in a regulatory requirement to do so, including without limitation any increase in the indebtedness secured hereby, Mortgagee may obtain an appraisal of the Property at the expense of the Mortgagor which shall be payable on demand. If the cost of such appraisal is not promptly paid by Mortgagor, such amount shall become part of the principal indebtedness secured by this Mortgage. Mortgagor agrees to allow any such appraiser unimpeded access to the Property and to cooperate with such appraiser in the performance of his duties. Unless prohibited by applicable law, Mortgagor hereby waives any and all rights to have the Property marshaled.

12. 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. Whenever used, the singular shall be applicable to the plural and all genders and the term "Mortgagee" shall include any payee of the indebtedness hereby secured or any transferee thereof, whether by operation of law or otherwise. The

liability of the Mortgagor hereunder shall, if more than one, be joint and several. The designations "corporate", "corporation", and "partnership" include limited partnerships, limited liability companies and limited liability partnerships.

13. That to the extent permitted by law, Mortgagee may grant releases at any time and from time to time of all or any portion of the Property (whether or not such releases are required by agreement among the parties) agreeable to Mortgagee without notice to or the consent, approval or agreement of other parties and interests, including junior lienors and purchasers subject to the lien of this Mortgage, and such releases shall not impair in any manner the validity of or priority of this Mortgage on that portion of the Property remaining subject to this Mortgage, nor release Mortgagor or Borrower from personal liability for the indebtedness secured. Notwithstanding the existence of any other security interests in the Property held by Mortgagee or by any other party, Mortgagee shall have the right to determine the order in which any or all of the Property shall be subjected to the remedies available to Mortgagee, and Mortgagee shall further have the right to determine the order in which any or all portions of the indebtedness are satisfied from the proceeds realized upon the exercise of any remedy it has. Mortgagor, or any party who consents to this, or any party who has actual or constructive notice hereof, hereby waives any and all rights to require the marshalling of assets in connection with the exercise of any of the remedies permitted by applicable law or provided herein.

14. In the event that Mortgagee voluntarily or otherwise shall become parties to any suit or legal proceeding involving the Property, Mortgagor agrees to indemnify and hold Mortgagee harmless, and shall be reimbursed by Mortgagor for any amounts paid or liability incurred, including all costs, charges and reasonable attorneys' fees incurred in any such suit or proceeding, and the same shall be secured by this Mortgage and payable upon demand.

15. That 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. Whenever used herein, the singular shall be applicable to all genders and the term "Mortgagee" shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise. The liability of Mortgagor hereunder shall, if more than one, be joint and several. The designations "corporate", "corporation", and "partnership" include limited liability companies and limited liability partnerships.

16. UNLESSLESS EXPRESSLY PROHIBITED BY APPLICABLE LAW, THE UNDERSIGNED HEREBY WAIVE THE RIGHT TO TRIAL BY JURY OF ANY MATTERS OR CLAIMS ARISING OUT OF THIS MORTGAGE, THE NOTE(S) OR ANY OTHER LOAN DOCUMENT EXECUTED IN CONNECTION HERewith OR OUT OF THE CONDUCT OF THE RELATIONSHIP BETWEEN THE UNDERSIGNED AND MORTGAGEE. THIS PROVISION IS A MATERIAL INDUCEMENT FOR MORTGAGEE TO MAKE THE LOAN SECURED BY THIS MORTGAGE. THE UNDERSIGNED HEREBY CERTIFY THAT NEITHER ANY REPRESENTATIVE NOR ANY AGENT OF MORTGAGEE, NOR MORTGAGEE'S COUNSEL, HAS REPRESENTED, THAT MORTGAGEE WOULD NOT SEEK TO ENFORCE THIS WAIVER OF RIGHT TO JURY TRIAL PROVISION IN THE EVENT OF LITIGATION. FURTHER, NEITHER ANY REPRESENTATIVE NOR ANY AGENT OF MORTGAGEE, NOR MORTGAGEE'S COUNSEL, HAS THE AUTHORITY TO WAIVE, CONDITION OR MODIFY THIS PROVISION.

[Signatures on following page]

**SIGNATURE PAGE TO
MORTGAGE**

IN WITNESS WHEREOF, Mortgagor has executed this Mortgage the day and year first above written. Signed, and delivered in the presence of:

MORTGAGOR:

B&B PROPERTIES, L.C.,
a Virginia limited liability company

WITNESS:

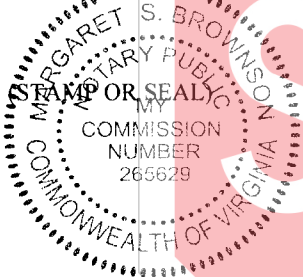
By: *Barry G. Spinghausen* (SEAL)
Name: BARRY G. SPINGHAUSEN
Title: MEMBER

Judith B. Cline

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF Richmond

On this 27th day of JUNE, 2014, before me, the undersigned Notary Public, personally appeared BARRY G. SPINGHAUSEN, and known to me to be a partner, member or designated agent of the partnership or limited liability company that executed this instrument and acknowledged this instrument to be the free and voluntary act and deed of the partnership or limited liability company, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this instrument and in fact executed the instrument on behalf of the partnership or limited liability company.

Residing at City of Richmond
Notary Public in and for Commonwealth of Virginia



Margaret S. Brownson
Notary Public
My Commission expires: 1-31-2017
Notary Registration Number: 565629

I affirm, under the penalties of perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by law. -- David S. Barnes.

This instrument prepared by:
David S. Barnes, Esq.
BB&T Legal Department
200 W. Second Street
Winston Salem, NC 27101.

EXHIBIT A

Property

LOTS 1 AND 2, RESUBDIVISION OF SOUTHEAST INDUSTRIAL PARK, IN THE TOWN OF MERRILLVILLE, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 70, PAGE 58, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

ALSO, THE RIGHTS AND BENEFITS OF A DRAINAGE EASEMENT AGREEMENT, BY AND BETWEEN GAINER BANK, AS TRUSTEE UNDER TRUST NO. 5911 DATED JUNE 28, 1979 AND PANEL PROCESSING, INC. A MICHIGAN CORPORATION, RECORDED AUGUST 6, 1991 AS INSTRUMENT NUMBER 91039913 OF THE LAKE COUNTY RECORDS.

ALSO, THE RIGHTS AND BENEFITS OF A ROADWAY EASEMENT AGREEMENT, BY AND BETWEEN GAINER BANK, AS TRUSTEE UNDER TRUST NO. 5911 DATED JUNE 28, 1979 AND PANEL PROCESSING, INC. A MICHIGAN CORPORATION, RECORDED AUGUST 6, 1991 AS INSTRUMENT NUMBER 91039914 OF THE LAKE COUNTY RECORDS.

Commonly known as:

9250 Mississippi Street, Merrillville,
Indiana 46410
9270 Mississippi Street, Merrillville
Indiana 46410

