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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2015 APR 22 10:11 AM

MICHAEL J. [unclear]
RECORDER

Property: 2300 Southlake Mall, Merrillville, Indiana

MORTGAGE, ASSIGNMENT OF LEASES
AND RENTS, SECURITY AGREEMENT
AND FIXTURE FILING

THIS MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING (this "Mortgage"), dated as of March 31, 2015 by SRC FACILITIES STATUTORY TRUST NO. 2003-A, a Delaware statutory trust, acting on behalf of the applicable SUBI Portfolio, having an address c/o U.S. Bank Trust National Association, 190 South LaSalle Street, 7th Floor (the "Mortgagor"), in favor of WELLS FARGO BANK, N.A., as Security Trustee (in such capacity, together with its successors in such capacity, "Mortgagee") for the benefit of the Holders of the Mortgage Notes referred to below.

Document is
NOT OFFICIAL!

WITNESSETH:

This Document is the property of
the Lake County Recorder.

WHEREAS, SRC Facilities Statutory Trust No. 2003-A, a Delaware statutory trust, acting on behalf of each applicable SUBI Portfolio, SRC Real Estate (TX), LP, a Delaware limited partnership (the "Texas Lessor"), and SRC O.P. Corporation, a Delaware corporation, are parties to that certain Master Loan Agreement dated as of November 24, 2003 (the "Loan Agreement") with the Mortgagee and the initial Holder of the Mortgage Note, providing for, inter alia, a loan (the "Loan") in the aggregate principal amount of \$4,606,000 (the "Loan Amount") by the initial Holder of the Mortgage Note evidencing the Loan to Mortgagor relating to the Property encumbered hereby;

WHEREAS, SRC Facilities Statutory Trust No. 2003-A, a Delaware statutory trust, acting on behalf of each applicable SUBI Portfolio, SRC Real Estate (TX), LP, a Delaware limited partnership, and SRC O.P. Corporation, a Delaware corporation, have entered into that certain Loan Agreement Supplement (the "Loan Supplement") dated as of the date hereof; and

WHEREAS pursuant to the Loan Supplement, the Mortgage Note has been assigned by the Texas Lessor to the Mortgagor pursuant to the Loan Agreement Supplement, dated as of even date herewith, among the Mortgagor, the Texas Lessor, SRC O.P. Corporation and the Mortgagee;

\$ 60
CHK#
042281
✓

WHEREAS, it is a condition of the Loan Agreement and Mortgagee entering into the Loan Supplement that Mortgagor execute and deliver this Mortgage.;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, to secure the prompt payment of the principal of, Make-Whole Premium, if any, and interest on, and all other amounts due with respect to, all mortgage notes from time to time outstanding under the Loan Agreement evidencing the Loan (as used herein, such mortgage notes evidencing the Loan are referred to as the "Mortgage Notes") and the performance and observance by Mortgagor of all the agreements, covenants and provisions herein, in the Loan Agreement and in the other Operative Documents, if any, relating to the Loan, for the benefit of Mortgagee and the Holders of the Mortgage Notes, and the prompt payment of all amounts from time to time owing under the Loan Agreement and the other Operative Documents, if any, relating to the Loan by Mortgagor (collectively, the "Obligations"), Mortgagor has executed and delivered this Mortgage.

GRANTING CLAUSES

Mortgagor has created and granted a security interest in favor of Mortgagee in, and has mortgaged, warranted, granted, conveyed, assigned, bargained, sold, pledged, given, transferred and set over, and by these presents does hereby create and grant a security interest in favor of Mortgagee in, and does hereby mortgage, warrant, grant, convey, assign, bargain, sell, pledge, give, transfer and set over unto Mortgagee, the property described in the following Granting Clauses, whether now owned or hereafter acquired, subject only to Permitted Liens. The rights of Lessee under the applicable Site Lease (defined herein) are prior to and superior to the lien of this Mortgage, whether or not the applicable Site Lease (or memorandum thereof) is recorded prior to the recordation of this Mortgage.

Granting Clause First

The entire right, title and interest of Mortgagor in and to the land described in Schedule A attached hereto (the "Land"), together with (a) all right, title and interest of Mortgagor (if any) in and to all buildings, structures and other improvements, now standing or at any time hereafter constructed or placed upon the Land, including, without limitation, all right, title and interest of Mortgagor (if any) in and to all real estate fixtures of every kind and nature on the Land or in any such building, structure or other improvements (said buildings, structures, other improvements and fixtures being herein collectively called the "Improvements"), (b) all right, title and interest of Mortgagor in and to all and singular the tenements, hereditaments, easements, rights of way, rights, privileges and appurtenances in and to the Land, belonging or in any way appertaining thereto, including, without limitation, all right, title and interest of Mortgagor, in, to and under any streets, ways, alleys, vaults, gores or strips of land adjoining the Land, and (c) all rents, income, revenues, issues, awards, proceeds and profits from and in respect of the property described in this Granting Clause First which are, subject to the provisions of Granting Clause Second, hereby specifically assigned, transferred and set over to

Mortgagee, it being the intention of the parties hereto that, so far as may be permitted by law, all property of the character hereinabove described which is now owned or held or is hereafter acquired by Mortgagor and is affixed, attached and annexed to the Land shall be and remain or become and constitute a portion of the Mortgaged Property and the security covered by and subject to the lien hereof. The Land together with the Improvements and the other property described in this Granting Clause First relating thereto are herein collectively called the "Property".

Granting Clause Second

Mortgagor's interest in the Master Lease as supplemented by the Site Lease with respect to the Property, as it relates to the Property, including the right to all extended terms and all extensions and renewals of the terms thereof, together with all the right, title and interest of Mortgagor under the Master Lease, including, without limitation, the present and continuing right to make claim for, collect, receive and receipt for any and all of the rents, income, revenues, issues, awards, proceeds and profits and other sums of money payable or receivable thereunder (except sums payable as rent or otherwise, including, without limitation, sums of money receivable by Mortgagor thereunder by virtue of a release of existing easements or other rights in the nature of easements or by virtue of a dedication or transfer of unimproved portions of the Land), the right to accept or reject any offers made pursuant to the Master Lease to purchase any interest in the Property, to bring actions and proceedings under the Master Lease or for the enforcement thereof and to do anything which Mortgagor is or may become entitled to do under the Master Lease.

Granting Clause Third

All of the real estate fixtures of every kind and nature whatsoever, and all appurtenances and additions thereto and substitutions or replacements thereof (together with, in each case, attachments, components, parts and accessories) currently owned or subsequently acquired by Mortgagor and now or subsequently attached to, or contained in or used or usable in any way in connection with any operation or letting of, the Property, but specifically excluding trade fixtures and other personal property of any tenant on the Property (the "Fixtures").

Granting Clause Fourth

All of the equipment and apparatus of every kind and nature whatsoever, and all appurtenances and additions thereto and substitutions or replacements thereof (together with, in each case, attachments, components, parts and accessories) currently owned or subsequently acquired by Mortgagor, including but without limiting the generality of the foregoing, all storm doors and windows, heating, electrical, and mechanical equipment, lighting, switchboards, plumbing, ventilating, air conditioning and air-cooling apparatus, refrigerating and incinerating equipment, escalators, elevators, building cleaning systems (including window cleaning apparatus), communication systems (including satellite dishes and antennae), sprinkler systems and other fire

prevention and extinguishing apparatus and materials, security systems, motors, engines, machinery, pipes, pumps, tanks, conduits and fittings of every kind and description, but specifically excluding the property of any tenant on the Property (the "Equipment").

Granting Clause Fifth

All substitutes and replacements of, and all additions and improvements to, the Improvements, the Fixtures and the Equipment, subsequently acquired by Mortgagor or constructed, assembled or placed by Mortgagor on the Land, immediately upon such acquisition, release, construction, assembling or placement, including, without limitation, any and all building materials whether stored at the Property or offsite, and, in each such case, without any further mortgage, conveyance, assignment or other act by Mortgagor.

Granting Clause Sixth

All estate, right, title and interest and other claim or demand that Mortgagor now has or may hereafter acquire with respect to any damage to the Property, the Improvements, the Fixtures or the Equipment and any and all proceeds of insurance in effect with respect to the Improvements, the Fixtures and the Equipment, and any and all awards made for the taking by eminent domain, or by any proceeding or purchase in lieu thereof, of the Property, the Improvements or the Fixtures, including without limitation any awards resulting from a change of grade of streets or as the result of any other damage to the Property, the Improvements or the Fixtures for which compensation shall be given by any governmental authority subject to the provisions of the Master Lease with respect to the collection and application of the same.

Granting Clause Seventh

All estate, right, title and interest of Mortgagor in and to all rights, royalties and profits in connection with all minerals, oil and gas and other hydrocarbon substances on or in the Property, development rights or credits, air rights, water, water rights (whether riparian, appropriative or otherwise and whether or not appurtenant) and water stock.

Granting Clause Eighth

All renewals, substitutions, improvements, accessions, attachments, additions, replacements and proceeds (including, without limitation, all proceeds from the exercise of any termination or purchase option or right under Section 11(a), 13(a), 14, 15 or 16 of the Master Lease, payment of any Stipulated Loss Value, Termination Value, Make-Whole Premium or otherwise with respect to the Property, the Fixtures or the Equipment), both cash and noncash, of each of the foregoing and all conversions of the security constituted thereby.

(All of the foregoing property and rights and interests now owned or held or subsequently acquired by Mortgagor and described in the foregoing Granting Clauses are collectively referred to as the "Mortgaged Property");

Provided, that excluded from the Mortgaged Property at all times and in all respects shall be all Excepted Payments and Excepted Rights and the rights to enforce and collect the same.

TO HAVE AND TO HOLD the Mortgaged Property and the rights and privileges hereby mortgaged unto Mortgagee, upon the terms and conditions herein set forth, until the Obligations are satisfied or the Mortgaged Property is released in whole or in part pursuant to Section 6.07.

ARTICLE I

DEFINITIONS

Section 1.01. Definitions.—Mortgagor and Mortgagee agree that, unless the context otherwise specifies or requires, the following terms shall have the meanings herein specified, such definitions to be applicable equally to the singular and plural forms of such terms. Capitalized terms used herein but not otherwise defined shall have the meaning specified in the Participation Agreement (as defined in the Loan Agreement).

"Holder" shall mean any holder from time to time of one or more Mortgage Notes.

"Master Lease" shall mean the Master Lease Agreement dated as of November 24, 2003 between Mortgagor, as lessor, and other parties as lessor of other Sites, and Sears, Roebuck and Co., as lessee, as such Master Lease Agreement may be modified, supplemented, extended or renewed.

"Mortgage Notes" shall mean with respect to the Property, the promissory note issued by the Mortgagor to the Mortgagee pursuant to the Loan Agreement to evidence the Mortgagor's obligation to repay the Loan with respect to the Property.

"Operative Documents" shall mean the Operative Documents (as defined in the Participation Agreement) to the extent relating to the Loan or the Property.

"Site Lease" shall mean a supplement to the Master Lease with respect to the Property duly executed and delivered by Mortgagor and Lessee pursuant to, and in accordance with, Section 2 of the Master Lease.

ARTICLE II

COVENANTS

Section 2.01. Payment of Obligations. Mortgagor shall pay and perform the Obligations in accordance with the terms of the Loan Agreement and the other Operative Documents.

Section 2.02. Further Assurances. Mortgagor shall execute, acknowledge and deliver, from time to time, such further instruments as Mortgagee may require to accomplish the purposes of this Mortgage.

ARTICLE III

ASSIGNMENT OF LEASES AND RENTS

Section 3.01. Assignment of Master Lease, Basic Rent and Supplemental Amounts. The Master Lease and the Site Lease with respect to the Property and all Basic Rent (as defined in Section 3(b) of the Master Lease) (but not any Excepted Payments or Excepted Rights), whether now due, past due, or to become due, are hereby absolutely, presently and unconditionally assigned, transferred, conveyed and set over by Mortgagor (to the extent of Mortgagor's interest in same) to Mortgagee and such Basic Rent and Supplemental Amounts shall be applied by Mortgagee as provided in the Loan Agreement. Mortgagor's rights in and to any and all other leases with respect to the Property are hereby absolutely, presently and unconditionally assigned, transferred, conveyed and set over by Mortgagor (to the extent of Mortgagor's interest in same) to Mortgagee, provided that Mortgagor cause all Basic Rent to be remitted to the account specified from time to time by the Security Trustee for application in accordance with the provisions of the Master Loan Agreement. Mortgagor shall not, other than as set forth in the Operative Documents, assign, transfer or encumber in any manner the Master Lease or the Site Lease with respect to the Property or any Basic Rent or Supplemental Amounts relating to the Property. It is understood and agreed that neither the foregoing assignment to Mortgagee nor the exercise by Mortgagee of any of its rights or remedies hereunder including, without limitation, the appointment of a receiver for the Mortgaged Property by any court at the request of Mortgagee or by agreement with Mortgagor, or the entering into possession of the Mortgaged Property or any part thereof by such receiver shall be deemed to make Mortgagee a "mortgagee-in-possession" or otherwise responsible or liable in any manner with respect to the Mortgaged Property or the use, occupancy, enjoyment or operation of all or any portion thereof, unless and until Mortgagee, in person or by agent, assumes actual possession thereof.

ARTICLE IV

SECURITY AGREEMENT

Section 4.01. Creation of Security Interest. Mortgagor hereby grants Mortgagee a security interest in all of their respective rights, titles and interests, if any, in and to the Fixtures and Equipment for the purpose of securing the Obligations. Mortgagee shall have, in addition to all rights and remedies provided herein, all the rights and remedies of a secured party under the Uniform Commercial Code of the State in which the applicable portion of the Fixtures and the Equipment is located.

Section 4.02. Fixture Filing. Mortgagor hereby agrees that this Mortgage constitutes a security agreement and "fixture filing" as those terms are used in the applicable Uniform Commercial Code. Information relative to the security interest created hereby may be obtained by application to Mortgagee (secured party) 9062 Old Annapolis Road Columbia, MD 21045 Attn: Trust Administration Group – SRC Depositor Corporation Mortgage Pass Through Certificates, Series 2003-1. The mailing address of Mortgagor is set forth on Page 1 hereof.

ARTICLE V

DEFAULTS; REMEDIES

Section 5.01. Defaults. If any Loan Event of Default (herein, a "Default") shall occur and be continuing then, subject to and as more particularly provided in the Loan Agreement, the principal of and accrued interest on the Mortgage Notes and all other Obligations may be declared, or may become, due and payable, without presentment, demand, protest or other formalities of any kind, except as expressly provided in the Loan Agreement.

Section 5.02. Default Remedies.

(a) If a Default shall have occurred and be continuing, this Mortgage may be enforced as a mortgage, and Mortgagee may exercise any right, power or remedy permitted to it hereunder, under the Loan Agreement or under any of the Operative Documents or by law, and, without limiting the generality of the foregoing, Mortgagee may, personally or by its agents, to the maximum extent permitted by law, but in all respects subject to the terms and provisions of the Loan Agreement:

- (i) enter and take possession of the Mortgaged Property or any part thereof, exclude Mortgagor and all Persons claiming under Mortgagor whose claims are junior to this Mortgage, wholly or partly therefrom, and use, operate, manage and control the same either in the name of Mortgagor or otherwise as Mortgagee shall deem best, and upon such entry, from time to time at the expense of Mortgagor and the Mortgaged Property, make all such repairs, replacements, alterations, additions or improvements to the Mortgaged Property or any part

thereof as Mortgagee may deem proper and, whether or not Mortgagee has so entered and taken possession of the Mortgaged Property or any part thereof, collect and receive all the rents and profits and apply the same, to the extent permitted by law, to the payment of all expenses which Mortgagee may be authorized to make under this Mortgage, or under the Loan Agreement or the Operative Documents to the extent relating to the Loan or the Property, the remainder to be applied to the payment of the Obligations until the same shall have been repaid in full; if Mortgagee demands or attempts to take possession of the Mortgaged Property or any portion thereof in the exercise of any rights hereunder, Mortgagor shall promptly turn over and deliver complete possession thereof to Mortgagee; and

(ii) to the maximum extent permitted by law, personally or by agents, with or without entry, if Mortgagee shall deem it advisable:

(x) sell the Mortgaged Property at a sale or sales held at such place or places and time or times and upon such notice and otherwise in such manner as may be required by law, or, in the absence of any such requirement, as Mortgagee may deem appropriate, and from time to time adjourn any such sale by announcement at the time and place specified for such sale or for such adjourned sale without further notice, except such as may be required by law;

(y) proceed to protect and enforce its rights under this Mortgage, by suit for specific performance of any covenant contained herein or in the Loan Agreement to the extent relating to the Loan or the Property or in aid of the execution of any power granted herein or in the Loan Agreement to the extent relating to the Loan or the Property, or for the foreclosure of this Mortgage and the sale of the Mortgaged Property under the judgment or decree of a court of competent jurisdiction, or for the enforcement of any other right as Mortgagee shall deem most effectual for such purpose, provided, that in the event of a sale, by foreclosure or otherwise, of less than all of the Mortgaged Property, this Mortgage shall continue as a lien on, and security interest in, the remaining portion of the Mortgaged Property; or

(z) exercise any or all of the remedies available to a secured party under the applicable Uniform Commercial Code, including, without limitation:

(1) either personally or by means of a court appointed receiver, take possession of all or any of the Fixtures and the Equipment and exclude therefrom Mortgagor and all persons claiming under Mortgagor, and thereafter hold, store, use, operate, manage, maintain and control, make repairs, replacements, alterations, additions and improvements to and exercise all rights and powers

of Mortgagor in respect of the Fixtures and the Equipment or any part thereof; if Mortgagee demands or attempts to take possession of the Fixtures or the Equipment in the exercise of any rights hereunder, Mortgagor shall promptly turn over and deliver complete possession thereof to Mortgagee;

(2) upon notice to Mortgagor, make such payments and do such acts as Mortgagee may deem necessary to protect its security interest in the Fixtures and the Equipment, including, without limitation, paying, purchasing, contesting or compromising any encumbrance which is prior to or superior to the security interest granted hereunder, and in exercising any such powers or authority paying all expenses incurred in connection therewith;

(3) require Mortgagor to assemble the Fixtures and the Equipment or any portion thereof, at a place designated by Mortgagee and reasonably convenient to both parties, and promptly to deliver the Fixtures and the Equipment to Mortgagee, or an agent or representative designated by it; Mortgagee, and its agents and representatives, shall have the right to enter upon the premises and property of Mortgagor to exercise Mortgagee's rights hereunder;

(4) sell, lease or otherwise dispose of the Fixtures and the Equipment, with or without having the Fixtures or the Equipment at the place of sale, and upon such terms and in such manner as Mortgagee may determine (and Mortgagee or any Holder may be a purchaser at any such sale); and

(5) unless the Fixtures or the Equipment are perishable or threaten to decline speedily in value or are of a type customarily sold on a recognized market, Mortgagee shall give Mortgagor at least ten days' prior notice of the time and place of any sale of the Fixtures or the Equipment or other intended disposition thereof.

(b) If a Default shall have occurred and be continuing, Mortgagee, to the maximum extent permitted by law, but in all respects subject to the terms and provisions of the Loan Agreement, shall be entitled, as a matter of right, to the appointment of a receiver of the Mortgaged Property, upon notice, but without regard to the adequacy of the security for the Obligations or the solvency of Mortgagor. Mortgagor hereby irrevocably consents to such appointment and waives notice of any application therefor. Any such receiver or receivers shall have all the usual powers and duties of receivers in like or similar cases and all the powers and duties of Mortgagee in case of entry and shall continue as such and exercise all such powers until the date of confirmation of sale of the Mortgaged Property, unless such receivership is sooner terminated.

(c) If a Default shall have occurred and be continuing and this Mortgage is being enforced pursuant to clause (a) above, Mortgagor shall, to the maximum extent permitted by law, pay to Mortgagee, or to any receiver appointed at the request of Mortgagee to collect rents, the fair and reasonable rental value for the use and occupancy of the Land, the Improvements, the Fixtures and the Equipment or of such part thereof as may be in the possession of Mortgagor. Upon default in the payment thereof, Mortgagor shall vacate and surrender possession of the Land, the Improvements, the Fixtures and the Equipment to Mortgagee or such receiver, and upon a failure so to do may be evicted by summary proceedings.

(d) In any sale under any provision of this Mortgage or pursuant to any judgment or decree of court, the Mortgaged Property, to the maximum extent permitted by law, may be sold in one or more parcels or as an entirety and in such order as Mortgagee may elect, without regard to the right of Mortgagor or any Person claiming under Mortgagor to the marshaling of assets. The purchaser at any such sale shall take title to the Mortgaged Property or the part thereof so sold free and discharged of the estate of Mortgagor therein, the purchaser being hereby discharged from all liability to see to the application of the purchase money. Any person, including Mortgagee or any Holder, may purchase at any such sale. Upon the completion of any such sale by virtue of this Section 5.02, Mortgagee shall execute and deliver to the purchaser an appropriate instrument which shall effectively transfer all of Mortgagor's and Mortgagee's estate, right, title, interest, property, claim and demand in and to the Mortgaged Property or portion thereof so sold, but without any covenant or warranty, express or implied. Mortgagee is hereby irrevocably appointed the attorney-in-fact of Mortgagor in its name and stead to make all appropriate transfers and deliveries of the Mortgaged Property or any portions thereof so sold and, for that purpose, Mortgagee may execute all appropriate instruments of transfer, and may substitute one or more persons with like power, Mortgagor hereby ratifying and confirming all that said attorneys or such substitute or substitutes shall lawfully do by virtue hereof. Nevertheless, Mortgagor shall ratify and confirm, or cause to be ratified and confirmed, any such sale or sales by executing and delivering, or by causing to be executed and delivered, to Mortgagee or to such purchaser or purchasers all such instruments as may be advisable, in the judgment of Mortgagee, for such purpose, and as may be designated in such request. Any sale or sales made under or by virtue of this Mortgage, to the extent not prohibited by law, shall operate to divest all the estate, right, title, interest, property, claim and demand whatsoever, whether at law or in equity, of Mortgagor in, to and under the Mortgaged Property, or any portions thereof so sold, and shall be a perpetual bar both at law and in equity against Mortgagor and against any and all persons claiming or who may claim the same, or any part thereof, by, through or under Mortgagor, as applicable. The powers and agency herein granted are coupled with an interest and are irrevocable.

(e) To the maximum extent permitted by law, all rights of action under the Loan Agreement, Mortgage Notes and this Mortgage may be enforced by Mortgagee without the possession of such documents and without the production thereof at any trial or other proceeding relative thereto.

Section 5.03. Application of Proceeds. The proceeds of any sale made either under the power of sale hereby given or under a judgment, order or decree made in any action to foreclose or to enforce this Mortgage, or of any monies held by Mortgagee hereunder shall be applied in accordance with the Loan Agreement to the extent relating to the Loan.

Section 5.04. Powers of Mortgagee. To the maximum extent permitted by law, Mortgagee may at any time or from time to time renew or extend this Mortgage or (with the agreement of Mortgagor and Lessee) alter or modify the same in any way, or waive any of the terms, covenants or conditions hereof, in whole or in part, and may release or reconvey any portion of the Mortgaged Property or any other security, and grant such extensions and indulgences in relation to the Obligations, or release any person liable therefor as Mortgagee may determine without the consent of any junior lienor or encumbrancer, without any obligation to give notice of any kind thereto, without in any manner affecting the priority of the lien and estate of this Mortgage on or in any part of the Mortgaged Property, and without affecting the liability of any other person liable for any of the Obligations.

Section 5.05. Mortgagor's Waiver of Rights. Except as otherwise set forth herein or in the other Operative Documents, to the maximum extent permitted by law, Mortgagor hereby waives the benefit of all laws now existing or that may subsequently be enacted providing for (i) any appraisal before sale of any portion of the Mortgaged Property, (ii) any extension of the time for the enforcement of the collection of the indebtedness or the creation or extension of a period of redemption from any sale made in collecting such debt, (iii) exemption of the Mortgaged Property from attachment, levy or sale under execution or exemption from civil process and (iv) any requirement that the Mortgaged Property be sold in separate lots, trusts or parcels. Except as otherwise set forth herein, to the full extent Mortgagor may do so, Mortgagor agrees that it will not at any time insist upon, plead, claim or take the benefit or advantage of any law now or hereafter in force providing for any appraisal, valuation, stay, exemption, extension or redemption, reinstatement or requiring foreclosure of this Mortgage before exercising any other remedy granted hereunder and Mortgagor, for itself and its successors and assigns, and for any and all Persons ever claiming any interest in the Mortgaged Property, to the maximum extent permitted by law, hereby waives and releases all rights of redemption, reinstatement, valuation, appraisal, stay of execution, notice of election to mature or declare due the whole of the secured indebtedness and marshaling in the event of foreclosure of the liens hereby created.

Section 5.06. Multiple Security. If the Mortgaged Property shall consist of one or more parcels, whether or not contiguous and whether or not located in the same county, then to the maximum extent permitted by law, Mortgagee, on behalf of the Holders, may, in its sole discretion, commence or consolidate in a single foreclosure action all foreclosure proceedings against all such collateral securing the Obligations (including the Mortgaged Property), which action may be brought or consolidated in the courts of any county in which any of such collateral is located. Mortgagor acknowledges that the right to maintain a consolidated foreclosure action is a specific inducement to

Mortgagee to enter into the Loan Agreement, and Mortgagor expressly and irrevocably waives any objections to the commencement or consolidation of the foreclosure proceedings in a single action and any objections to the laying of venue or based on the grounds of *forum non conveniens* which it may now or hereafter have. Mortgagor further agrees that if Mortgagee, on behalf of the Holders, shall be prosecuting one or more foreclosure or other proceedings against a portion of the Mortgaged Property or against any collateral other than the Mortgaged Property, which collateral directly or indirectly secures the Obligations, or if Mortgagee, on behalf of the Holders, shall have obtained a judgment of foreclosure and sale or similar judgment against such collateral, then, whether or not such proceedings are being maintained or judgments were obtained in or outside the state in which the Mortgaged Property is located, Mortgagee, on behalf of the Holders, may commence or continue foreclosure proceedings and exercise their other remedies granted in this Mortgage against all or any part of the Mortgaged Property and Mortgagor waives any objections to the commencement or continuation of a foreclosure of this Mortgage or exercise of any other remedies hereunder based on such other proceedings or judgments, and waives any right to seek to dismiss, stay, remove, transfer or consolidate either any action under this Mortgage or such other proceedings on such basis. Neither the commencement nor continuation of proceedings to foreclose this Mortgage nor the exercise of any other rights hereunder nor the recovery of any judgment by Mortgagee, on behalf of the Holders, in any such proceedings shall prejudice, limit or preclude Mortgagee's right, on behalf of the Holders, to commence or continue one or more foreclosure or other proceedings or obtain a judgment against any other collateral (either in or outside the state in which the Mortgaged Property is located) which secures the Obligations, and Mortgagor expressly waives any objections to the commencement of, continuation of, or entry of a judgment in such other proceedings or exercise of any remedies in such proceedings based upon any action or judgment connected to this Mortgage, and Mortgagor also waives any right to seek to dismiss, stay, remove, transfer or consolidate either such other proceedings or any action under this Mortgage on such basis.

Section 5.07. Reference to Mortgage Loans and Sites. Notwithstanding anything contained herein or in any Operative Document, the Loan Agreement shall be applicable to the Loan and each other mortgage loan thereunder separately and each such loan shall be a separate obligation, not cross-defaulted with any other loan (although a default with respect to one loan may also independently constitute a default under another loan, if applicable), and specifically, without limitation, (x) all references to all amounts due or payable hereunder shall refer to the relevant loan, and (y) all references to Mortgage Notes hereunder shall refer to the Mortgage Notes evidencing the Loan.

ARTICLE VI
INDIANA
MISCELLANEOUS

Section 6.01. Notices. All notices, requests and demands to or upon Mortgagee, any Holder, or Mortgagor shall be given in accordance with Section 17 of the Participation Agreement.

Section 6.02. Severability. Any provision of this Mortgage which is prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof. If any portion of the Obligations shall for any reason not be secured by a valid and enforceable lien upon any part of the Mortgaged Property, then any payments made in respect of the Obligations (whether voluntary or under foreclosure or other enforcement action or procedure or otherwise) shall, for purposes of this Mortgage (except to the extent otherwise required by law) be deemed to be made (i) first, in respect of the portion of the Obligations not secured by the lien of this Mortgage, (ii) second, in respect of the portion of the Obligations secured by the lien of this Mortgage, but which lien is on less than all of the Mortgaged Property, and (iii) last, to the portion of the Obligations secured by the lien of this Mortgage, and which lien is on all of the Mortgaged Property.

Section 6.03. Amendments in Writing; No Waiver; Cumulative Remedies.

(a) None of the terms or provisions of this Mortgage may be waived, amended, supplemented or otherwise modified except by a written instrument executed by Mortgagor and Mortgagee, on behalf of the Holders, in accordance with the terms of the Loan Agreement.

(b) No failure to exercise, nor any delay in exercising, on the part of Mortgagee, on behalf of the Holders, any right, power or privilege hereunder shall operate as a waiver thereof. No single or partial exercise of any right, power or privilege hereunder shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege. A waiver by Mortgagee, on behalf of the Holders, of any right or remedy hereunder on any one occasion shall not be construed as a bar to any right or remedy which Mortgagee, on behalf of the Holders, would otherwise have on any future occasion.

(c) The rights and remedies herein provided are cumulative, may be exercised singly or concurrently and are not exclusive of any other rights or remedies provided by law.

Section 6.04. Section Headings. The section headings used in this Mortgage are for convenience of reference only and are not to affect the construction hereof or be taken into consideration in the interpretation hereof.

Section 6.05. Successors and Assigns. This Mortgage shall run with the land and be binding upon the successors and assigns of Mortgagor and shall inure to the benefit of Mortgagee, and its successors and assigns acting on behalf of the Holders, and their respective successors and assigns.

Section 6.06. Conflicts. In the event of a conflict between the terms and provisions hereof and the terms and provisions of the other Operative Documents, the terms and provisions of the other Operative Documents shall be controlling. This

Mortgage is subject and subordinate to the Master Lease and the Site Lease relating to the Property and to all the provisions thereof.

Section 6.07. Partial Release; Full Release. Mortgagee, on behalf of the Holders, may release, for such consideration or none, as it may require, any portion of the Mortgaged Property without, as to the remainder of the Mortgaged Property, in any way impairing or affecting the lien, security interest and priority herein provided for Mortgagee, on behalf of the Holders, compared to any other lien holder or secured party. Further, upon termination of the Site Lease with respect to the Property pursuant to the terms thereof and receipt by the Holders of all amounts payable to them under the Operative Documents in connection with such termination, or upon payment of all principal and interest due on the Mortgage Notes and all other amounts due Holders under the Operative Documents, Mortgagee, on behalf of the Holders, shall execute and deliver to Mortgagor such documents and instruments as may be required to release the lien and security interest created by this Mortgage.

Section 6.08. Limitations on Recourse.

(a) Limitation of Liability of SUBI Trustee. It is expressly understood and agreed that this Mortgage is executed by U.S. Bank Trust National Association, not individually or personally but solely as SUBI Trustee under the Trust Agreement in the exercise of the power and authority conferred and vested in it as such SUBI Trustee, that each and all of the representations, undertakings and agreements herein or therein made on the part of the SUBI Trustee or Mortgagor are intended not as personal representations, undertakings and agreements by U.S. Bank Trust National Association, or for the purpose or with the intention of binding U.S. Bank Trust National Association, personally, but are made and intended for the purpose of binding only the applicable SUBI Portfolio, that nothing herein contained shall be construed as creating any liability of U.S. Bank Trust National Association, or any incorporator or any past, present or future subscriber to the capital stock of, or stockholder, officer or director of U.S. Bank Trust National Association, to perform any covenant either express or implied contained herein or in the other Operative Documents to which the SUBI Trustee or Mortgagor is a party, and that so far as U.S. Bank Trust National Association is concerned, any Person shall look solely to the applicable SUBI Portfolio for the performance of any obligation hereunder or thereunder or under any of the instruments referred to herein or therein; provided, that nothing contained in this Section 6.08 shall be construed to limit in scope or substance any general corporate liability of U.S. Bank Trust National Association as expressly provided in the Trust Agreement or in the Participation Agreement.

(b) Limitation of Liability to the Mortgaged Property and Allocable Portion of Capitalization Demand Notes. Anything (other than Section 6.08(a)) in this Mortgage or the other Operative Documents to the contrary notwithstanding, Mortgagee on behalf of the Holders shall not have any claim, remedy or right to proceed against SUBI Trustee, or U.S. Bank Trust National Association on a recourse basis or any past, present or future beneficiary, stockholder, subscriber of capital stock, officer, director, incorporator, partner, employee, agent or affiliate of any thereof whether by virtue of any statute or rule of law or by enforcement of any penalty or assessment or otherwise, for the

payment of any deficiency or any other sum owing on account of the payment of any liability resulting from any breach of any representation, agreement or warranty of any nature whatsoever in this Mortgage or any other Operative Document from any source other than the Mortgaged Property and the rights allocated to the applicable SUBI Portfolio in and to the portion of the Capitalization Demand Note (OP); and Mortgagee on behalf the Holders, by the acceptance of this Mortgage, waives and releases any liability of SUBI Trustee, and U.S. Bank Trust National Association on a recourse basis or any past, present or future beneficiary, stockholder, subscriber of capital stock, officer, director, incorporator, partner, employee, agent or affiliate of any thereof for and on account of such liability, and Mortgagee for the Holders agrees to look solely to the Mortgaged Property and the rights allocated to the applicable SUBI Portfolio in and to the portion of the Capitalization Demand Note (OP) for the payment or satisfaction of such liability.

Section 6.09. Multi-series Trust. Mortgagor is a multi-series Delaware statutory trust and each of the Sites (except the Sites located in the State of Maryland) is allocated to a separate series of such Delaware statutory trust. The debts, liabilities, obligations and expenses incurred, contracted for or otherwise existing with respect to each separate series of the trust and the assets contained in such series shall not be subject to claims, debts, liabilities, expenses or obligations arising from or with respect to any other series of the trust.

Section 6.10. GOVERNING LAW. THIS MORTGAGE SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE IN WHICH THE LAND IS LOCATED.

SECTION 6.11. WAIVER OF JURY TRIAL. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES THE RIGHT TO TRIAL BY JURY IN ANY LEGAL OR EQUITABLE ACTION, SUIT OR PROCEEDING ARISING OUT OF OR RELATING TO THIS MORTGAGE OR ANY OF THE OTHER OPERATIVE DOCUMENTS OR ANY TRANSACTION CONTEMPLATED HEREBY OR THEREBY OR THE SUBJECT MATTER OF ANY OF THE FOREGOING.

Section 6.12. Waiver of Certain Rights. Mortgagor hereby waives its right to assert against Mortgagee, its successors and assigns, any and all claims, defenses and counterclaims based on an election of remedies in the event Mortgagee acts in accordance with the terms of the Loan Agreement.

Section 6.13. Maximum Amount. Notwithstanding anything contained in this Mortgage to the contrary, the maximum amount of principal indebtedness secured by this Mortgage at the time of execution hereof or which under any contingency or future advance may become secured by this Mortgage including the Loan Amount is \$9,212,000 ("Maximum Loan Amount"), plus (a) taxes, charges or assessments which may be imposed by law upon the Mortgaged Property; (b) premiums on insurance policies covering the Mortgaged Property; and (c) expenses incurred in upholding the lien of this Mortgage, including, but not limited to (i) the expenses of any litigation to

prosecute or defend the rights and liens created by this Mortgage; (ii) any amount, cost or charges to which Mortgagee becomes subrogated, upon payment, whether under recognized principles of law or equity, or under express statutory authority and (iii) interest at the rate set forth in the Loan Agreement. The lien of this Mortgage with respect to future advances up to the Maximum Amount shall have the priority to which this Mortgage otherwise would be entitled under Ind. Code 32-21-4-1 without regard to the fact that the future advance may occur after the date this Mortgage is executed.

Section 6.14. Mortgage Tax Statement. This Mortgage does not cover real property principally improved or to be improved by one or more structures containing, in the aggregate, not more than six residential dwelling units, each having its own separate cooking facilities.

Section 6.15. Substitution; Easements; Outlots; and Other Lease Provisions. The Mortgagee hereby acknowledges the provisions of the Site Lease and Master Lease and the Master Loan Agreement, including (without limitation) the provisions of Section 14 of the Master Lease and Section 2.16 of the Master Loan Agreement, relating to substitution, outlots, easements and similar rights, and the Mortgagee hereby agrees to execute and deliver such consents, releases, acknowledgments and other documents requested from time to time by the Lessee or the applicable lessor in connection therewith.

Section 6.16. Security Trustee Exculpation. It is expressly understood and agreed that this Mortgage is accepted by Wells Fargo Bank Minnesota, N.A., not individually or personally but solely as Security Trustee under the Loan Agreement and that nothing herein contained shall be construed as creating any liability of Wells Fargo Bank Minnesota, N.A., or any incorporator or any past, present or future subscriber to the capital stock of, or stockholder, officer or director of Wells Fargo Bank Minnesota, N.A., to perform any covenant either express or implied contained herein, and that so far as Wells Fargo Bank Minnesota, N.A., is concerned, any Person shall look solely to the rights of the Security Trustee under this Mortgage and the related Operative Documents related to the applicable SUBI Portfolio for the performance of any obligation hereunder or thereunder or under any of the instruments referred to herein or therein; provided, that nothing contained in this Section 6.16 shall be construed to limit in scope or substance any general corporate liability of Wells Fargo Bank Minnesota, N.A. for its gross negligence or willful misconduct.

Section 6.17. State Specific Provisions. Notwithstanding anything to the contrary contained in this Mortgage, in the event of any conflict or inconsistency between the provisions of this Section 6.17 and the other provisions of this Mortgage, the provisions of this Section 6.17 will govern.

(a) **Definitions.** Terms used in this Section 6.17 that are not otherwise defined herein are given the same meaning as set forth in this Mortgage. The following terms and references shall mean the following for purposes of this Section 6.17:

(i) "Applicable Law" means Indiana statutory and case law, including, but not by way of limitation, Ind. Code 32-30-10, Mortgage Foreclosure Actions, Ind. Code 32-30-5, Receiverships, Environmental Laws and the Uniform Commercial Code - Secured Transactions, Ind. Code 26-1-9.1 (the "UCC"), as amended, modified and/or recodified from time to time; provided, however, if by reason of mandatory provisions of law, the perfection, the effect of perfection or nonperfection, and the priority of a security interests in any Collateral and Deposits are governed by the Uniform Commercial Code as in effect in a jurisdiction other than Indiana, "UCC" shall mean the Uniform Commercial Code as in effect in such other jurisdiction for purposes of the provisions hereof relating to perfection, effect of perfection or non-perfection, and the priority of the security interests in any such Collateral and Deposits.

(ii) "County" means the County in Indiana in which the Property is located.

(iii) "Environmental Laws" means the Environmental Management Laws as defined in Ind. Code 13-11-2-71.

(b) **Maturity Date.** The Obligations evidenced by the Mortgage Notes, if not sooner paid, shall mature on November 5, 2028.

(c) **Intentionally Omitted.**

(d) **Rights and Remedies under Applicable Law.** Notwithstanding anything in this Mortgage, the Mortgage Notes or the other Operative Documents to the contrary, Mortgagee shall be entitled to all rights and remedies that a mortgagee would have under Applicable Law. In the event of any inconsistency between the provisions of this Mortgage and the provisions of Applicable Law, the provisions of Applicable Law shall take precedence over the provisions of this Mortgage, but shall not invalidate or render unenforceable any other provisions of this Mortgage that can be construed in a manner consistent with Applicable Law. Conversely, if any provision of this Mortgage shall grant to Mortgagee any rights or remedies upon default of the Mortgagor which are more limited than the rights or remedies that would otherwise be vested in this Mortgage under Applicable Law in the absence of said provision, Mortgagee shall be vested with the rights and remedies granted under Applicable Law. Notwithstanding any provision in this Mortgage relating to a power of sale or other provision for sale of the Mortgaged Property upon default other than under a judicial proceeding, any sale of the Mortgaged Property pursuant to this Mortgage will be made through a judicial proceeding, except as otherwise may be permitted under the UCC.

(e) **Unenforceable Remedies.** To the extent Applicable Law limits: (i) the availability of the exercise of any of the remedies set forth in this Mortgage, including without limitation the remedies involving a power of sale on the part of Mortgagee and the right of Mortgagee to exercise self-help in connection with the enforcement of the terms of this Mortgage, or (ii) the enforcement of waivers and indemnities made by Mortgagor, such remedies, waivers, or indemnities shall be exercisable or enforceable, any provisions in this Mortgage to the contrary notwithstanding, if, and to the extent,

permitted by the laws in force at the time of the exercise of such remedies or the enforcement of such waivers or indemnities without regard to whether such remedies, waivers or indemnities were enforceable at the time of the execution and delivery of this Mortgage.

(f) **No Waiver of Right to Seek Deficiency.** Anything contained in Ind. Code. 32-29-7-5 to the contrary notwithstanding, no waiver made by Mortgagor in this Mortgage, the Mortgage Notes or in any of the other terms and provisions of the Operative Documents shall constitute the consideration for or be deemed to be a waiver or release by Mortgagee or any judgment holder of the Obligations secured by this Mortgage of the right to seek a deficiency judgment against the Mortgagor or any other person or entity who may be personally liable for the Obligations hereby secured, which right to seek a deficiency judgment is hereby reserved, preserved and retained by Mortgagee for its own behalf and its successors and assigns, subject to Section 6.08 hereof.

(g) **Security Interest – Rents.** Without limiting the scope of the assignment of Rents contained in this Mortgage, the assignment of Rents set forth herein shall constitute an assignment of rents as set forth in Ind. Code 32-21-4-2 and thereby creates, and Mortgagor hereby grants to Mortgagee, a security interest in the Rents that will be perfected upon the recording of this Mortgage.

(h) **Fixture Filing.** It is intended that as to the Fixtures that are part of the Mortgaged Property hereby mortgaged, this Mortgage shall be effective as a continuously perfected financing statement filed as a fixture filing from the date of the filing of this Mortgage for record with the Recorder of the County, pursuant to Ind. Code 26-1-9.1-502 and 26-1-9.1-515. The information set forth below is provided in order that this Mortgage shall comply with the requirements of the UCC, for a mortgage instrument to be filed as a continuously perfected financing statement.

Name of Debtor: SRC FACILITIES STATUTORY TRUST NO. 2003-A

Address of Debtor: c/o U.S. Bank Trust National Association, 190 South LaSalle Street, 7th Floor, Mail Station: MK-IL-SL7R

Type of Organization: a statutory trust

State of Organization: Delaware

Organization Number: 20-0400527

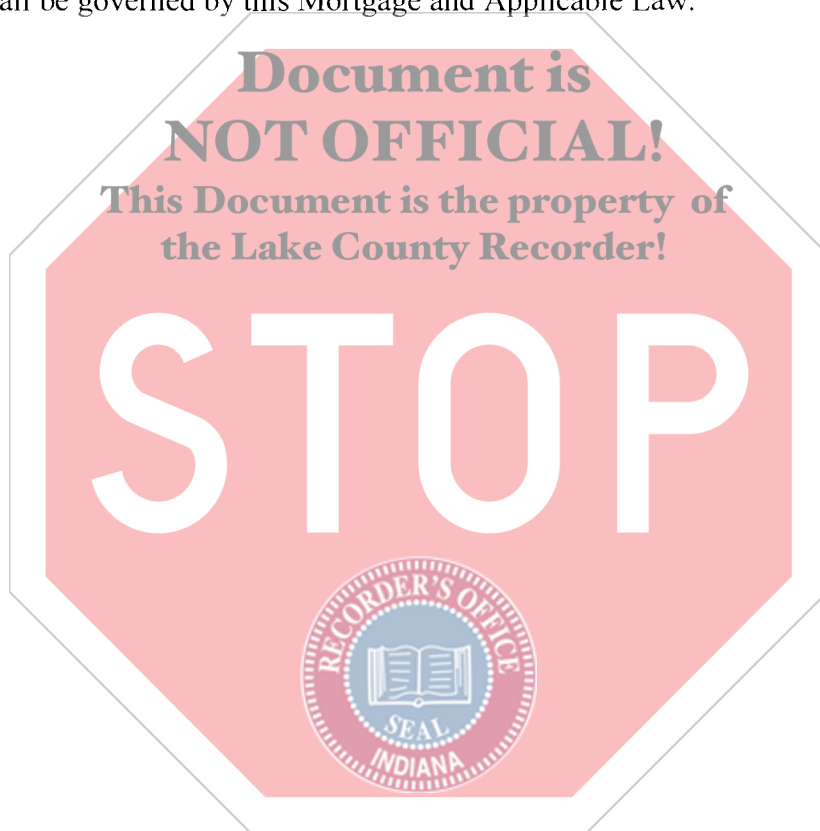
Name of Secured Party: Wells Fargo Bank, N.A.

Address of Secured Party: 9062 Old Annapolis Road
Columbia, MD 21045
Attn: Trust Administration Group – SRC Depositor Corporation

Record Owner of Premises: SRC FACILITIES STATUTORY TRUST NO. 2003-A

Mortgagor hereby acknowledges receipt of a copy of this Mortgage in compliance with Mortgagee's obligation to deliver a copy of the fixture filing to Mortgagor pursuant to Section 9.1-502(f) of the UCC.

(i) **Incorporation by Reference.** To the extent necessary to interpret this Mortgage, the provisions of the Loan Agreement and the other Operative Documents are hereby incorporated by reference into this Mortgage with the same effect as if set forth herein. In the event that any such incorporated provisions of the Loan Agreement and the other Operative Documents are inconsistent with the provisions hereof, the provisions of Loan Agreement and the other Operative Documents shall govern and control to the extent of the inconsistency; provided, however, the provisions of this Section 6.17 shall govern and control in all circumstances, anything in the Mortgage, the Loan Agreement or the other Operative Documents to the contrary notwithstanding; provided, however, the provisions in this Mortgage regarding creation, validity, perfection, priority and enforceability of the lien and security interests created and granted hereby, all warranties of title contained herein with respect to the Mortgaged Property and all provisions hereof relating to the realization of the security covered hereby with respect to the Mortgaged Property shall be governed by this Mortgage and Applicable Law.

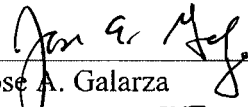


IN WITNESS WHEREOF, Mortgagor has caused this Mortgage to be duly executed and delivered as of the date first above written.

"Mortgagor"

SRC FACILITIES STATUTORY TRUST No.
2003-A, a Delaware statutory trust acting only with
respect to the applicable SUBI Portfolio

By: U.S. BANK TRUST NATIONAL
ASSOCIATION, a national banking
association, not in its individual capacity,
but solely as SUBI Trustee

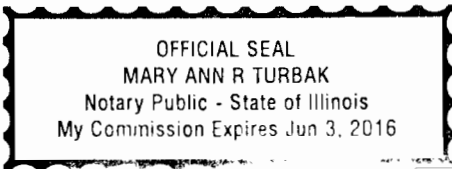
By: 
Jose A. Galarza
VICE PRESIDENT



STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

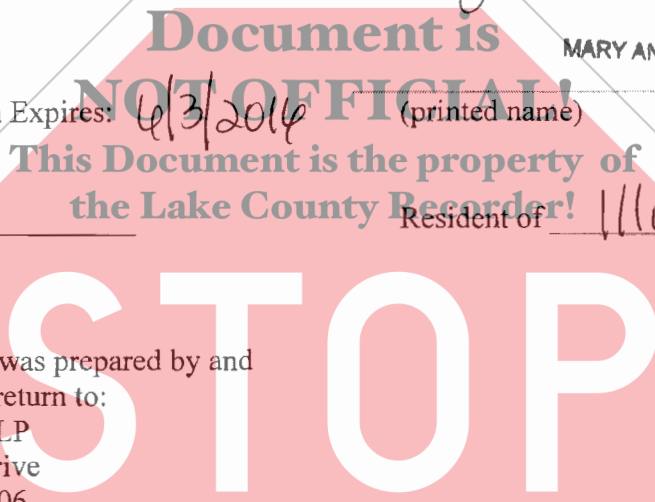
Before me, a Notary Public in and for said County and State, personally appeared Jose A. Galarza, the VICE PRESIDENT of U.S. Bank Trust National Association, as SUBI Trustee of SRC Facilities Statutory Trust No. 2003-A, a Delaware statutory trust acting only with respect to the applicable SUBI Portfolio, and acknowledged the execution of the foregoing instrument as such officer acting for and on behalf of said Trustee.

Witness my hand and Notarial Seal this _____ day of March, 2015.



Mary Ann R Turbak
(signature)

My Commission Expires: 6/3/2016 (printed name)
Notary Public
Cook County
Resident of Illinois



This instrument was prepared by and after recording, return to:
Mayer Brown LLP
71 S. Wacker Drive
Chicago, IL 60606
Attn: Jonathan S. Baker

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

Exhibit A

Part of the Southwest 1/4 and the West 1/2 of the Southeast 1/4 of Section 23, Township 35 North, Range 8 West of the 2nd Principal Meridian, in Hobart-Ross Township, Lake County, Indiana, bounded as described as follows:

Commencing at the Southwest corner of said Section 23; thence North 87 degrees 54 minutes 24 seconds East, 40.00 feet to the Easterly right-of-way line of Mississippi Street; thence North 2 degrees 42 minutes 00 seconds West along the Easterly right-of-way of Mississippi Street 376.01 feet; thence North 68 degrees 21 minutes 41 seconds East, 904.18 feet; thence North 21 degrees 38 minutes 19 seconds West 71.31 feet; thence along the arc of a 350 foot radius curve, concave to the Northeast, whose chord bears North 58 degrees 57 minutes 55 seconds West 188.62 feet; thence South 46 degrees 40 minutes 00 seconds West 251.51 feet; thence North 43 degrees 20 minutes 00 seconds West, 334.48 feet; thence North 46 degrees 40 minutes 00 seconds East, 255.69 feet; thence along the arc of a 350 foot radius curve, concave to the Northeast, whose chord bears North 26 degrees 43 minutes 53 seconds West, a chord distance of 94.17 feet; thence North 19 degrees 00 minutes 00 seconds West, 78.00 feet; thence along the arc of a 350 foot radius curve, concave to the East whose chord bears North 4 degrees 42 minutes 06 seconds West, a chord distance of 172.88 feet; thence North 9 degrees 35 minutes 46 seconds East, 177.00 feet; thence along the arc of a 35 foot radius curve, concave to the Southwest, whose chord bears North 35 degrees 24 minutes 14 seconds West a chord distance of 49.50 feet; thence North 80 degrees 24 minutes 14 seconds West, 103.84 feet; thence along the arc of a 370 foot radius curve, concave to the South, whose chord bears North 86 degrees 33 minutes 07 seconds West, a chord distance of 79.25 feet; thence South 87 degrees 18 minutes 00 seconds West, 225.00 feet to the Easterly right-of-way of Mississippi Street; thence along the Easterly right-of-way of Mississippi Street North 2 degrees 42 minutes 00 seconds West 80.00 feet; thence North 87 degrees 18 minutes 00 seconds East 225.00 feet; thence along the arc of a 450 foot radius curve, concave to the South, whose chord bears South 86 degrees 33 minutes 07 seconds East, a chord distance of 96.39 feet; thence South 80 degrees 24 minutes 14 seconds East, 103.84 feet; thence along the arc of a 35 foot radius curve, concave to the Northeast, whose chord bears North 57 degrees 16 minutes 30 seconds East, a chord distance of 47.13 feet; thence along the arc of a 340 foot radius curve, concave to the Southeast, whose chord bears North 32 degrees 13 minutes 26 seconds East, a chord distance of 201.90 feet; thence along the arc of a 450 foot radius curve, concave to the Northwest, whose chord bears North 39 degrees 44 minutes 54 seconds East, a chord distance of 152.39 feet; thence North 60 degrees 00 minutes 00 seconds West 185.00 feet; thence North 30 degrees 00 minutes 00 seconds East 552.88 feet to a point on the Southerly right-of-way line of U.S. Route #30; thence along the arc of a 53,617.23 foot radius curve, concave to the South, whose chord bears North 88 degrees 30 minutes 23 seconds East, a chord distance of 3.03 feet; thence South 1 degree 21 minutes 47 seconds East, 29.84 feet to a point of curve; thence along the arc of a 300.68 foot radius curve, concave to the East whose chord bears South 19 degrees 45 minutes 47 seconds East, a chord distance of 189.82 feet; thence along the arc of a 35 foot radius curve, concave to the West, whose chord bears South 4 degrees 04 minutes 54 seconds East, a chord distance of 39.23 feet; thence South 30 degrees 00 minutes 00 seconds West, 154.98 feet;

Merrillville, Indiana Store # 1650

thence South 17 degrees 52 minutes 00 seconds East 416.47 feet; thence North 72 degrees 08 minutes 00 seconds East 292.00 feet; thence South 62 degrees 52 minutes 00 seconds East, 105.36 feet; thence North 72 degrees 08 minutes 00 seconds East 355.70 feet; thence North 17 degrees 52 minutes 00 seconds West 95.71 feet; thence North 72 degrees 08 minutes 00 seconds East 222.80 feet; thence North 17 degrees 52 minutes 00 seconds West 312.59 feet; thence South 88 degrees 38 minutes 13 seconds West 179.55 feet; thence North 1 degree 21 minutes 47 seconds West 48.50 feet; thence North 88 degrees 38 minutes 13 seconds East 105.80 feet; thence along the arc of a 35 foot radius curve, concave to the Northwest, whose chord bears North 43 degrees 38 minutes 13 seconds East, a chord distance of 49.50 feet; thence North 1 degree 21 minutes 47 seconds West 78.93 feet; thence South 88 degrees 38 minutes 13 seconds West 100.00 feet; thence North 1 degree 21 minutes 47 seconds West 30.00 feet to the South right-of-way line of U.S. Route #30; thence North 88 degrees 38 minutes 13 seconds East 180.00 feet along the Southerly right-of-way line of U.S. Route #30; thence South 1 degree 21 minutes 47 seconds East 108.93 feet; thence along the arc of a 35 foot radius curve, concave to the Northeast, whose chord bears South 46 degrees 21 minutes 47 seconds East, a chord distance of 49.50 feet; thence North 88 degrees 38 minutes 13 seconds East, 196.21 feet; thence South 17 degrees 52 minutes 00 seconds East, 101.68 feet to the POINT OF BEGINNING; thence continuing South 17 degrees 52 minutes 00 seconds East, 291.03 feet; thence South 72 degrees 08 minutes 00 seconds West 54.17 feet; thence North 17 degrees 52 minutes 00 seconds West 39.03 feet; thence North 82 degrees 52 minutes 00 seconds West 30.30 feet; thence North 17 degrees 52 minutes 00 seconds West 228.40 feet; thence South 82 degrees 00 seconds East 30.30 feet; thence North 17 degrees 52 minutes 00 seconds West 23.60 feet; thence North 72 degrees 08 minutes 00 seconds East 54.17 feet to the point of beginning.

LESS AND EXCEPT THE FOLLOWING:

PART OF THE SOUTHWEST QUARTER AND THE OF THE WEST HALF OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 35 NORTH, RANGE 8 WEST OF THE SECOND PRINCIPAL MERIDIAN, IN ROSS TOWNSHIP, LAKE COUNTY, INDIANA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 23; THENCE NORTH 2 DEGREES 42 MINUTES 00 SECONDS WEST, 2402.02 FEET ALONG THE WEST LINE OF SECTION 23; THENCE NORTH 87 DEGREES 54 MINUTES 28 SECONDS EAST, 330.00 FEET; THENCE NORTH 2 DEGREES 42 MINUTES 00 SECONDS WEST 200.93 FEET; THENCE NORTH 88 DEGREES 16 MINUTES 48 SECOND EAST, 667.01 FEET; THENCE NORTH 88 DEGREES 38 MINUTES 13 SECONDS EAST, 1694.69 FEET BEING ON THE SOUTHERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 30; THENCE ALONG THE ARC OF A 465.68 FOOT RADIUS CURVE CONCAVE TO THE WEST WHOSE CHORD BEARS SOUTH 10 DEGREES 07 MINUTES 22 SECONDS WEST, 185.45 FEET; THENCE ALONG THE ARC OF A 35.00 FOOT RADIUS CURVE CONCAVE TO THE EAST WHOSE CHORD BEARS 16 DEGREES 30 MINUTES 01 SECONDS EAST, 43.20 FEET; THENCE SOUTH 54 DEGREES 36 MINUTES 32 SECONDS EAST, 166.97 FEET; THENCE SOUTH 17 DEGREES 52 MINUTES 00 SECONDS EAST, 245.70 FEET;

Merrillville, Indiana Store # 1650

715594997 15473813

THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS, EAST, 141.09 FEET;
THENCE SOUTH 87 DEGREES 14 MINUTES 16 SECONDS WEST, 83.44 FEET;
THENCE ALONG THE ARC OF A 712.00 FOOT RADIUS CURVE CONCAVE TO
THE WEST WHOSE CHORD BEARS SOUTH 6 DEGREES 49 MINUTES 08
SECONDS EAST, 322.07 FEET; THENCE SOUTH 72 DEGREES 08 MINUTES 00
SECONDS WEST, 664.09 FEET TO THE POINTING OF BEGINNING; THENCE
CONTINUING SOUTH 72 DEGREES 08 MINUTES WEST, 92.41 FEET; THENCE
NORTH 17 DEGREES 52 MINUTES 00 SECONDS WEST, 252.62 FEET; THENCE
NORTH 72 DEGREES 08 MINUTES 00 SECONDS EAST 58.40 FEET; THENCE
SOUTH 17 DEGREES 52 MINUTES EAST, 52.03 FEET; THENCE NORTH 72
DEGREES 08 MINUTES EAST, 34.01 FEET; THENCE SOUTH 17 DEGREES 52
MINUTES 00 SECONDS EAST, 205.59 FEET; TO THE POINT OF BEGINNING.
CONTAINING: 22,038 SQ. FT. (0.506 ACRES), MORE OR LESS.

45-12-23-326-004.000-046

45-146-41484-00

45-136-17965-00

45-130-27513000

2300 Southlake Mall

Merrillville, IN 46410



Merrillville, Indiana Store # 1650