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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2015 031939

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MICHAEL B. BROWN
RECORDER

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

Dated as of May 10, 2015

THIS MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND LEASES AND FIXTURE FILING (this "Mortgage") is made and dated to be effective as of the date set forth above by

INDIANA INDUSTRIAL INVESTMENTS LIMITED PARTNERSHIP, an Illinois limited partnership (the "Mortgagor"),

to

BARRINGTON BANK & TRUST COMPANY, N.A., a national banking association, its successors and assigns (the "Mortgagee").

Document is NOT OFFICIAL!

WITNESSETH:

This Document is the property of

the Lake County Recorder!

WHEREAS, Mortgagor is a sole owner and holder of simple title in and to all of the following described real estate located at 86 North Bridge Street, in the City of Gary, County of Lake, State of Indiana, which real estate forms a portion of the Premises described below and is more particularly described by the legal description set forth in Exhibit A attached hereto (the "Real Estate").

WHEREAS, pursuant to a Credit Agreement of even date herewith among Mortgagor, Industrial Steel Construction, Inc., an Illinois corporation ("ISC"), Indiana Industrial Investments Limited Partnership, an Illinois limited partnership ("IIP" and collectively with the Mortgagor and ISC, the "Borrower") and Mortgagee (the "Credit Agreement"), (i) the Borrower has, concurrently herewith, executed and delivered to Mortgagee a Revolving Note of even date herewith evidencing a loan by the Mortgagee in the total amount of Fifteen Million and no/100 Dollars (\$15,000,000) (as amended or replaced from time to time the "Revolving Note"), (ii) the Borrower has, concurrently herewith, executed and delivered to Mortgagee an Equipment Term Note of even date herewith evidencing a loan by the Mortgagee in the amount of Two Million

RETURN TO

Chicago Title

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29 Five Hundred Thousand and no/100 Dollars (\$2,500,000.00) (as amended or replaced from time
30 to time, the "Equipment Term Note"), (iii) Borrower has, concurrently herewith, executed and
31 delivered to Mortgagee a Real Estate Term Note of even date herewith evidencing a loan by the
32 Mortgagee to Borrower in the amount of Five Million Seven Hundred Eighty Five Thousand
33 Four Hundred Twenty Six and 00/100 Dollars (\$5,785,426.00), (as amended or replaced from
34 time to time, the "Real Estate Term Note") and (iv) Borrower has, concurrently herewith,
35 executed and delivered to Mortgagee a Term Note of even date herewith evidencing a loan by
36 the Mortgagee to the Borrower in the amount of Six Hundred Thirty Thousand and no/100
37 Dollars (\$630,000.00) (as amended or replaced from time to time, the "Trump Tower Term
38 Note" and collectively with the Real Estate Term Note, the Revolving Note and the Equipment
39 Term Note, the "Notes").

40 NOW, THEREFORE, to secure the payment of the principal of and interest due under the
41 Notes, to secure the payment of all other sums which may at any time be due and owing or
42 required to be paid as herein provided, and the performance and observance of all of the
43 covenants, agreements and provisions herein, and to secure the payment and performance by
44 Borrowers of their respective obligations under the Notes, the Credit Agreement, any Loan
45 Documents (as defined in the Credit Agreement) and any amendments, modifications,
46 extensions, renewals and replacements of any of the foregoing (collectively, the "Indebtedness"
47 and all such documents referred to herein as the "Indebtedness Documents"), which shall not
48 exceed the aggregate sum of Thirty Million and no/100 Dollars (\$30,000,000) and in
49 consideration of the premises and of the extension of credit by Mortgagee to any Borrower, as
50 evidenced by the Credit Agreement and the Notes or any other Loan Documents, and for other
51 good and valuable considerations, the receipt and sufficiency whereof are hereby acknowledged
52 by Mortgagor, Mortgagor DOES HEREBY MORTGAGE, WARRANT, ASSIGN, TRANSFER
53 and GRANT unto Mortgagee, its successors and assigns forever, the Real Estate above described
54 (which, together with the property mentioned in the next succeeding paragraphs hereto, is called
55 the "Premises");

56 TOGETHER with all right, title and interest of Mortgagor, including any after-acquired
57 title or reversions, in and to the beds of the ways, streets, avenues and alleys adjoining the
58 aforesaid Real Estate;

59 TOGETHER with all and singular the tenements, hereditaments, easements,
60 appurtenances, passages, waters, water courses, riparian rights, other rights, liberties and
61 privileges thereof or in any way now or hereafter appertaining to said Real Estate, including any
62 other claim at law or in equity as well as any after-acquired title, franchise or license and the
63 reversions and remainder and remainders thereof;

64 TOGETHER with all buildings and improvements of every kind and description now or
65 hereafter erected or placed thereon and all materials intended for construction, reconstruction,
66 alteration and repairs of such improvements now or hereafter erected thereon, all of which
67 materials shall be deemed to be included within the Premises immediately upon the delivery
68 thereof to the aforesaid real estate, and all fixtures and articles of personal property now or
69 hereafter owned by Mortgagor and attached to or forming a part of or used in connection with
70 the aforesaid real estate or the operation and convenience of any building or buildings and
71 improvements located thereon, including, but without limitation, all furniture, furnishings,

72 equipment, apparatus, machinery, motors, elevators, fittings, screens, awnings, partitions,
73 carpeting, curtains and drapery hardware used or useful in the operation and/or convenience of
74 the aforesaid real property or improvements thereon and all plumbing, electrical, heating,
75 lighting, ventilating, refrigerating, incineration, air-conditioning and sprinkler equipment,
76 systems, fixtures and conduits (including, but not limited to, all furnaces, boilers, plants, units,
77 condensers, compressors, ducts, apparatus and hot and cold water equipment and system), air
78 conditioners, antennae, appliances, basins, bathtubs, bidets, bookcases, cabinets, coolers,
79 dehumidifiers, disposals, doors, dryers, ducts, dynamos, engines, equipment, escalators, fans,
80 fittings, floor coverings, hardware, heaters, humidifiers, incinerators, lighting, motors, ovens,
81 pipes, pumps, radiators, ranges, recreational facilities, refrigerators, communication or security
82 systems, shades, shelving, sinks, sprinklers, stokers, stoves, toilets, ventilators, wall coverings,
83 washers, windows, window coverings, wiring, building materials, and all renewals or
84 replacements thereof or articles in substitution therefor, in all cases whether or not the same are
85 or shall be attached to said building or buildings in any manner, it being mutually agreed that all
86 of the aforesaid property owned by Mortgagor and placed on the aforesaid realty shall, so far as
87 permitted by law, be deemed to be fixtures, a part of the realty, and security for the Indebtedness.
88 Notwithstanding the agreement and declaration hereinabove expressed that certain articles of
89 property form a part of the realty covered by this Mortgage and be appropriated to its use and
90 deemed to be realty, to the extent that such agreement and declaration may not be effective and
91 that any of said articles may constitute goods (as said term is used in the Indiana Uniform
92 Commercial Code), this instrument shall constitute a security agreement, creating a security
93 interest in such goods as collateral, in Mortgagee as a secured party, all in accordance with said
94 Indiana Uniform Commercial Code as more particularly set forth in the Section herein titled
95 "Uniform Commercial Code";

96 TOGETHER with all right, title, estate and interest of Mortgagor in and to the Premises,
97 property, improvements, furniture, furnishing, apparatus and fixtures hereby conveyed, assigned,
98 pledged and hypothecated, or intended so to be, and all right to retain possession of the Premises
99 after default in payment or breach of any covenant herein contained;

100 TOGETHER with all right, title and interest of Mortgagor in and to any and all contracts
101 now or hereafter relating to the Premises and executed by any architects, engineers, construction
102 manager's owner's representatives, materialmen, suppliers or contractors, including all
103 amendments, supplements, and revisions thereof, together with all Mortgagor's rights and
104 remedies thereunder and benefit of all covenants and warranties thereon, and also together with
105 all right, title and interest of Mortgagor in and to any and all drawings, designs, estimates,
106 layouts, surveys, plats, plans, and specifications prepared by an architect, engineer, or contractor,
107 including any amendments, supplements, and revisions thereof and the right to use and enjoy the
108 same, as well as all other rights, licenses, permits, agreements, and test results relating to
109 construction on the Premises;

110 TOGETHER with all right, title and interest of Mortgagor in and to any and all contracts,
111 permits and licenses now or hereafter relating to the operation of the Premises or the conduct of
112 business thereon, including without limitation all management and other service contracts, and
113 the right to appropriate and use any and all trade names used or to be used in connection with
114 such business;

115 TOGETHER with all right, title and interest of Mortgagor in the rents, issues, deposits
116 (including security deposits and utility deposits), and profits in connection with all leases,
117 contracts and other agreements made or agreed to by any person or entity (including without
118 limitation Mortgagor with any person or entity pertaining to all or any part of the Premises,
119 whether such agreements have been heretofore or are hereafter made;

120 TOGETHER with all right, title and interest of Mortgagor in all performance bonds or
121 other surety, letters of credit, payment intangibles and general intangibles relating to the
122 Premises, and all proceeds thereof;

123 TOGETHER with all right, title and interest of Mortgagor in and to rights in and
124 proceeds from all fire and hazard, loss-of-income, and other non-liability insurance policies now
125 or hereafter covering improvements now or hereafter located on the Premises or described in this
126 Mortgage, the use or occupancy thereof, or the business conducted thereon; and

127 TOGETHER with all awards and other compensation heretofore or hereafter to be made
128 to the present and all subsequent owners of the Premises for any taking by eminent domain,
129 either permanent or temporary, of all or any part of the Premises or any easement or
130 appurtenance thereof, including severance and consequential damage and change in grade of
131 streets, which said awards and compensation are hereby assigned to Mortgagee, and Mortgagor
132 hereby designates Mortgagee as its agent and directs and empowers Mortgagee, at the option of
133 Mortgagee, on behalf of Mortgagor, or the successors or assigns of Mortgagor, to adjust or
134 compromise the claim for any award and to collect and receive the proceeds thereof, to give
135 proper receipts and acquittances therefor, and, after deducting expenses of collection, to apply
136 the net proceeds as provided in the Section herein titled "Condemnation."

137 TO HAVE AND TO HOLD the Premises, with the appurtenances, and fixtures, unto
138 Mortgagee, its successors and assigns, forever, for the purposes and upon the uses and purposes
139 herein set forth together with all right to possession of the Premises after any default in the
140 payment of all or any part of the Indebtedness, or the breach of any covenant or agreement herein
141 contained, or upon the occurrence of any Event of Default as hereinafter defined; Mortgagor
142 hereby **RELEASING AND WAIVING** all rights under and by virtue of the homestead
143 exemption laws, if any, of the State in which the Premises are located.

144 **PROVIDED, NEVERTHELESS,** that if Mortgagor shall pay when due the Indebtedness
145 and duly and timely perform and observe all of the terms, provisions, covenants and agreements
146 herein provided to be performed and observed by Mortgagor, then this Mortgage and the estate,
147 right and interest of Mortgagee in the Premises shall cease and become void and of no effect,
148 otherwise to remain in full force and effect.

149 **MORTGAGOR COVENANTS AND AGREES AS FOLLOWS:**

150 **Section 1. Payment of Indebtedness.** Mortgagor and the other Borrowers shall pay
151 when due (a) the principal of and interest and premium, if any, on the Indebtedness evidenced by
152 the Notes, and (b) all other Indebtedness; and Mortgagor shall duly and punctually perform and
153 observe all of the terms, provisions, conditions, covenants and agreements on Mortgagor's part

154 to be performed and observed as provided herein and in the Notes, the Indebtedness Documents
155 and this Mortgage shall secure such payment, performance and observance.

156 **Section 2. Maintenance, Repair, Restoration, Liens, etc.** Mortgagor shall
157 (a) promptly repair, restore or rebuild any building or improvement now or hereafter included
158 within the definition of Premises which may become damaged or be destroyed whether or not
159 proceeds of insurance are available or sufficient for the purpose; (b) keep the Premises in good
160 condition and repair, without waste, and free from mechanic's, materialmen's or like liens or
161 claims or other liens or claims for lien; (c) pay, when due, any indebtedness which may be
162 secured by a lien or charge on the Premises junior to the lien hereof and, upon request, exhibit to
163 Mortgagee satisfactory evidence of the discharge of such lien; (d) complete, in the manner and
164 within the time provided under the Note, any building or buildings or other improvements now
165 or at any time in the process of erection upon the Premises; (e) comply with all requirements of
166 law, municipal ordinances or restrictions and covenants of record with respect to the Premises
167 and the use thereof; (f) make or permit no material alterations in the Premises except as required
168 by the Credit Agreement and applicable law or ordinance without the prior written consent of
169 Mortgagee, which consent shall not be unreasonably withheld or delayed; (g) suffer or permit no
170 change in the general nature of the occupancy of the Premises; (h) initiate or acquiesce in no
171 zoning reclassification with respect to the Premises, except as permitted by the Credit
172 Agreement; and (i) suffer or permit no unlawful use of, or nuisance to exist upon, the Premises.

173 **Section 3. Other Liens.** Except as otherwise expressly provided herein and for
174 Permitted Encumbrances, Mortgagor shall not create or suffer to exist any mortgage, lien, charge
175 or encumbrance to attach to the Premises, whether such lien or encumbrance is inferior or
176 superior to the lien of this Mortgage, excepting only the lien of real estate taxes and assessments
177 not due or delinquent. As used herein, "Permitted Encumbrances" shall mean with respect to the
178 Premises, all private, public and utility easements and roads and highways, if any; existing leases
179 and tenancies; if any; special or general taxes not yet due and payable; covenants, conditions,
180 restrictions and easements of record, and any Permitted Liens under the Indebtedness
181 Documents.

182 **Section 4. Taxes.** Mortgagor shall pay before any penalty attaches, all general and
183 special taxes, assessments, water charges, sewer charges, and other fees, taxes, charges and
184 assessments of every kind and nature whatsoever (all herein generally called "Taxes"), whether
185 or not assessed against Mortgagor, if applicable to the Premises or any interest therein, or the
186 Indebtedness, or any obligation or agreement secured hereby; and Mortgagor shall, upon written
187 request, furnish to Mortgagee duplicate receipts therefor. Mortgagor shall pay in full under
188 protest in the manner provided by statute, any Taxes which Mortgagor may desire to contest;
189 provided, however, that if determent of payment of any such Taxes is required to conduct any
190 contest or review, Mortgagor shall deposit with Mortgagee the full amount thereof, together with
191 an amount equal to the estimated interest and penalties thereon during the period of contest, and
192 in any event, shall pay such Taxes, notwithstanding such contest, if in the reasonable opinion of
193 Mortgagee the Premises shall be in jeopardy or in danger of being forfeited or foreclosed; and if
194 Mortgagor shall not pay the same when required to do so, Mortgagee may do so and may apply
195 such deposit for the purpose. In the event that any law or court decree has the effect of deducting
196 from the value of the land for the purpose of taxation any lien thereon, or imposing upon
197 Mortgagee the payment of the whole or any part of the Taxes or liens herein required to be paid

198 by Mortgagor, or changing in any way the laws relating to the taxation of mortgages or debts
199 secured by mortgages or the interest of Mortgagee in the Premises, or the manner of collection of
200 Taxes, so as to affect this Mortgage or the Indebtedness or Mortgagee, then, and in any such
201 event, Mortgagor, upon demand by Mortgagee, shall pay such Taxes, or reimburse Mortgagee
202 therefor on demand, unless such payment or reimbursement by Mortgagor is unlawful, in which
203 event the Indebtedness shall be due and payable within thirty (30) days after written demand by
204 Mortgagee to Mortgagor. Nothing in this Section shall require Mortgagor to pay any income,
205 franchise or excise tax imposed upon Mortgagee, excepting only such which may be levied
206 against such income expressly as and for a specific substitute for Taxes pertaining to the
207 Premises, and then only in an amount computed as if Mortgagee derived no income from any
208 source other than its interest hereunder.

209 **Section 5. Insurance Coverage.** Mortgagor at its own expense will insure and keep
210 insured itself and all of the buildings and improvements now or hereafter included within the
211 Premises, and each and every part and parcel thereof against such perils and hazards and in such
212 amounts as Mortgagee may from time to time reasonably require, and in any event including:

213 (a) Insurance against loss or damage to the Premises by fire and any of the risks
214 covered by insurance of the type now known as "all risk", in an amount not less than the full
215 replacement cost of the Premises (exclusive of the cost of excavations, foundations and footings
216 below the lowest basement floor) and with not more than \$10,000.00 deductible from the loss
217 payable for any casualty. The policies of insurance carried in accordance with this subparagraph
218 shall contain the "Replacement Cost Endorsement";

219 (b) Commercial general liability against any and all claims (including costs and
220 expenses of defending the same) for bodily injury or death and property damage in any way
221 arising in connection with the Premises and the adjoining streets or passageways with such limits
222 as Mortgagee may require and in any event not less than \$10,000,000;

223 (c) During the course of any construction or repair of the Improvements on the
224 Premises, comprehensive public liability insurance (including coverage for elevators and
225 escalators, if any, on the Premises and, if any construction of new Improvements occurs after
226 execution of this Mortgage, completed operations coverage for two years after construction of
227 the Improvements has been completed) carried on an "occurrence basis" against claims for
228 personal injury, including, without limitation, bodily injury, death or property damage occurring
229 on, in or about the Premises and the adjoining streets, sidewalks and passageways; such
230 insurance to afford immediate minimum protection to a limit of not less than required by
231 Mortgagee with respect to personal injury or death to any one or more persons or damage to
232 property;

233 (d) During the course of any construction, renovation or repair of Improvements on
234 the Premises, worker's compensation insurance (including employer's liability insurance, if
235 requested by Mortgagee) for all employees of Mortgagor and any contractor, subcontractor or
236 materialmen engaged on or with respect to the Premises in such amount as is reasonably
237 satisfactory to Mortgagee, or, if such limits are established by law, then in such amounts;

238 (e) During the course of any construction or major repair of Improvements on the
239 Premises, builder's risk insurance (completed value form) against "all risks of physical loss",
240 including installation floater coverage and collapse and transit coverage, during construction of
241 such Improvements, with deductibles not to exceed \$10,000.00, in nonreporting form, covering
242 the total replacement cost of the Improvements, including without limitation, the value of work
243 performed and equipment, supplies and materials furnished. Said policy of insurance shall
244 contain the "permission to occupy upon completion of work or occupancy" endorsement;

245 (f) If any such equipment is ever located upon the Premises, boiler and machinery
246 insurance covering pressure vessels, air tanks, boilers, machinery, pressure piping, heating, air
247 conditioning and elevator equipment and insurance against loss of occupancy or use arising from
248 any such breakdown, in such amounts as are reasonably satisfactory to Mortgagee;

249 (g) Flood insurance, if available and required under the National Flood Insurance Act
250 of 1968, as amended; and

251 (h) Such other insurance, and in such amounts as are customarily carried upon like
252 premises in the community and as may from time to time be reasonably required by Mortgagee
253 against the same or other hazards.

254 **Section 6. Insurance Policies.** All policies of insurance to be maintained and
255 provided as required herein shall be with companies, and in form and amounts satisfactory to
256 Mortgagee and all policies of casualty insurance shall have attached thereto mortgage clauses or
257 endorsements in favor of and with loss payable to and in form satisfactory to Mortgagee and
258 shall provide that such insurance may not be cancelled or altered as to Mortgagee without at least
259 thirty (30) days prior written notice to Mortgagee. Mortgagor will deliver all policies and
260 certificates of insurance, including additional and renewal policies to Mortgagee and, in case of
261 insurance policies about to expire, Mortgagor will deliver renewal policies not less than thirty
262 (30) days prior to the respective dates of expiration.

263 **Section 7. Reserved**

264 **Section 8. Proceeds of Insurance.** Mortgagor will give Mortgagee prompt notice of
265 any damage to or destruction of the Premises, and:

266 (a) In case of loss covered by policies of insurance, Mortgagee (or, after entry of
267 decree of foreclosure, the purchaser at the foreclosure sale or decree creditor, as the case may be)
268 is hereby authorized at its option either (i) to settle and adjust any claim under such policies
269 without the consent of Mortgagor, or (ii) allow Mortgagor to agree with the insurance company
270 or companies on the amount to be paid upon the loss; provided that Mortgagor may itself adjust
271 losses aggregating not in excess of One Hundred Thousand Dollars (\$100,000.00) if such
272 adjustment is carried out in a competent and timely manner, and provided that in any case
273 Mortgagee shall, and is hereby authorized to, collect and give receipt for any such insurance
274 proceeds; and the expenses incurred by Mortgagee in the adjustment and collection of insurance
275 proceeds shall be so much additional Indebtedness, and shall be reimbursed to Mortgagee upon
276 demand;

277 (b) In the event of any insured damage to or destruction of the Premises or any part
278 thereof (herein called an "Insured Casualty"), and if, in the reasonable judgment of Mortgagee,
279 the Premises can be restored to an economic unit not less valuable than the same was prior to the
280 Insured Casualty and adequately securing the outstanding balance of the Indebtedness, then, if no
281 Event of Default, as hereinafter defined, shall have occurred and be then continuing and
282 Mortgagor shall not be in default hereunder, the proceeds of insurance shall be applied to
283 reimburse Mortgagor for the cost of restoring, repairing, replacing or rebuilding the Premises or
284 part thereof subject to Insured Casualty, as provided for in the Section herein titled
285 "Disbursement of Insurance Proceeds"; and Mortgagor hereby covenants and agrees forthwith to
286 commence and diligently to prosecute such restoring, repairing, replacing or rebuilding;
287 provided, always, that Mortgagor shall pay all costs of such restoring, repairing, replacing or
288 rebuilding in excess of the net proceeds of insurance made available pursuant to the terms
289 hereof;

290 (c) Except as provided in subsection (b) of this Section, Mortgagee may apply the
291 proceeds of insurance consequent upon any Insured Casualty upon the Indebtedness, in such
292 order or manner as Mortgagee may elect; provided, however, that such application of proceeds
293 shall not be considered a voluntary prepayment of any Indebtedness which would require the
294 payment of any prepayment premium or penalty; and

295 (d) In the event that proceeds of insurance, if any, shall be made available to
296 Mortgagor for the restoring, repairing, replacing or rebuilding of the Premises, Mortgagor hereby
297 covenants to restore, repair, replace or rebuild the same, to be of at least equal value and of
298 substantially the same character as prior to such damage or destruction, all to be effected in
299 accordance with plans and specifications to be first submitted to and approved by Mortgagee,
300 which approval shall not be unreasonably withheld or delayed.

301 **Section 9. Disbursement of Insurance Proceeds.** In the event Mortgagor is entitled
302 to reimbursement out of insurance proceeds held by Mortgagee, such proceeds shall be disbursed
303 from time to time upon the Mortgagee being furnished with (i) evidence satisfactory to it of the
304 estimated cost of completion of the restoration, repair, replacement and rebuilding, (ii) funds (or
305 assurances satisfactory to the Mortgagee that such funds are available) sufficient in addition to
306 the proceeds of insurance to complete the proposed restoration, repair, replacement and
307 rebuilding, and (iii) such architect's certificates, waivers of lien, contractor's sworn statements,
308 title insurance endorsements, plats of survey, permits and such other evidences of cost, payment
309 and performance as the Mortgagee may reasonably require and approve; and the Mortgagee may,
310 in any event, require that all plans and specifications for such restoration, repair, replacement and
311 rebuilding be submitted to and approved by the Mortgagee prior to commencement of work. No
312 payment made prior to the final completion of the restoration, repair, replacement and rebuilding
313 shall exceed ninety (90%) percent of the value of the work performed from time to time; funds
314 other than proceeds of insurance shall be disbursed prior to disbursement of such proceeds; and
315 at all times the undisbursed balance of such proceeds remaining in the hands of the Mortgagee,
316 together with funds deposited for the purpose or irrevocably committed to the satisfaction of the
317 Mortgagee must be sufficient to pay for the cost of completion of the restoration, repair,
318 replacement or rebuilding, free and clear of all liens or claims for lien. Any surplus which may
319 remain out of insurance proceeds held by the Mortgagee after payment of such costs of

320 restoration, repair, replacement or rebuilding shall, at the option of Mortgagee, be applied on
321 account of the Indebtedness then most remotely to be paid, or be paid to the Mortgagor.

322 **Section 10. Condemnation.** Mortgagor hereby assigns, transfers and sets over unto
323 Mortgagee the entire proceeds of any award or claim for damages for any of the Premises taken
324 or damaged under the power of eminent domain or by condemnation including any payments
325 made in lieu of or in settlement of a claim or threat of condemnation. Mortgagee may elect to
326 apply the proceeds of the award upon or in reduction of the Indebtedness then most remotely to
327 be paid, whether due or not, or require Mortgagor to restore or rebuild the Premises, in which
328 event the proceeds shall be held by Mortgagee and used to reimburse Mortgagor for the cost of
329 such rebuilding or restoring. If, in the reasonable judgment of Mortgagee, the Premises can be
330 restored to an economic unit not less valuable than the same was prior to the condemnation and
331 adequately securing the outstanding balance of the Indebtedness, the award shall be used to
332 reimburse Mortgagor for the cost of restoration and rebuilding; provided, always, that Mortgagor
333 is not in default hereunder and that no Event of Default has occurred and is then continuing. If
334 Mortgagor is required or permitted to rebuild or restore the Premises as aforesaid, such
335 rebuilding or restoration shall be effected solely in accordance with plans and specifications
336 previously submitted to and approved by Mortgagee, and proceeds of the award shall be paid out
337 in the same manner as is provided in the Section herein titled "Disbursement of Insurance
338 Proceeds" for the payment of insurance proceeds towards the cost of rebuilding or restoration. If
339 the amount of such award is insufficient to cover the cost of rebuilding or restoration, Mortgagor
340 shall pay such costs in excess of the award before being entitled to reimbursement out of the
341 award. Any surplus which may remain out of the award after payment of such costs of rebuilding
342 or restoration shall, at the option of Mortgagee, be paid to Mortgagor.

343 **Section 11. Environmental Laws.** Mortgagor shall at all times comply with all
344 applicable environmental protection regulations imposed by federal, state, municipal and/or
345 public or quasi-public agencies having jurisdiction over the Premises. Under no circumstances
346 shall Mortgagor permit hazardous materials (as hereinafter defined) to be disposed of on the
347 Premises. The term "hazardous materials" shall mean (i) any "hazardous waste" as defined by
348 the Resource Conservation and Recovery Act of 1976 (42 U.S.C. Section 6901 et seq.) or by
349 applicable state law, each as amended from time to time, and regulations promulgated
350 thereunder; and by (ii) any "hazardous substance" as defined by the Comprehensive
351 Environmental Response Compensation and Liability Act of 1980 (42 U.S.C. Section 9601 et
352 seq.) or by applicable state law, each as amended from time to time, and regulations promulgated
353 thereunder. Mortgagor shall not permit any liens to be filed against the Premises by reason of
354 services or materials furnished in connection with the clean-up of environmental contamination
355 or the removal of any hazardous materials. If requested to do so by any public or quasi-public
356 agency, Mortgagor shall promptly prepare and implement a clean-up plan with respect to the
357 elimination of any hazardous materials or environmental contamination. Mortgagor shall
358 indemnify and hold harmless Mortgagee, its agents, employees and successors, from all costs
359 incurred to clean-up any environmental contamination or the removal of any hazardous
360 materials, as provided in the Environmental Indemnity dated as of the date of this Mortgage.
361 The indemnification provided herein shall survive foreclosure of this Mortgage.

362 **Section 12. Stamp Tax.** If, by the laws of the United States of America, or of any
363 state or municipality having jurisdiction over Mortgagor or the Premises, any tax is used or

364 becomes due in respect of the Notes, Mortgagor shall pay such tax in the manner required by
365 such law.

366 **Section 13. Effect of Extensions of Time and Amendments.** If the payment of the
367 Indebtedness, or any part thereof, be extended or varied, or if any part of the security therefor be
368 released, all persons now or at any time hereafter liable therefor, or interested in the Premises,
369 shall be held to assent to such extension, variation or release, and their liability, and the lien, and
370 all provisions hereof, shall continue in full force and effect; the right of recourse against all such
371 persons being expressly reserved by Mortgagee, notwithstanding any such extension, variation or
372 release. Any person, firm or corporation taking a junior mortgage, or other lien upon the
373 Premises or any interest therein, shall take the said lien subject to the rights of Mortgagee to
374 amend, modify and supplement this Mortgage, the Notes, the Indebtedness Documents and the
375 assignments herein referred to, and to extend the maturity of the Indebtedness, in each and every
376 case without obtaining the consent of the holder of such junior lien and without the lien of this
377 Mortgage losing its priority over the rights of any such junior lien.

378 **Section 14. Mortgagee's Performance of Mortgagor's Obligations.** In case of
379 default herein, Mortgagee, either before or after acceleration of the Indebtedness or the
380 foreclosure of the lien hereof and during the period of redemption, if any, may, but shall not be
381 required to, make any payment or perform any act herein required of Mortgagor (whether or not
382 Mortgagor is personally liable therefor), including without limitation obligations under the
383 Indebtedness Documents with respect to the operation of the Premises, in any form and manner
384 deemed expedient to Mortgagee; and Mortgagee may, but shall not be required to, make full or
385 partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge,
386 compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any
387 tax sale or forfeiture affecting the Premises or contest any tax or assessment, and may, but shall
388 not be required to, complete construction, furnishing and equipping of the improvements upon
389 the Premises and rent, operate and manage the Premises and such improvements and pay
390 operating costs and expenses, including management fees, of every kind and nature in
391 connection therewith, so that the Premises and improvements shall be operational and usable for
392 their intended purposes. All monies paid for any of the purposes herein authorized, and all
393 expenses paid or incurred in connection therewith, including reasonable attorneys' fees and other
394 monies advanced by Mortgagee to protect the Premises and the lien hereof, or to complete
395 construction, furnishing and equipping or to rent, operate and manage the Premises and such
396 improvements or to pay any such operating costs and expenses thereof or to keep the Premises
397 and improvements operational and usable for its intended purpose, shall be so much additional
398 Indebtedness, whether or not they exceed the face amount of the Notes, and shall become
399 immediately due and payable without notice, and with interest thereon at the Default Rate, as
400 defined in the Indebtedness Documents. Inaction of Mortgagee shall never be considered as a
401 waiver of any right accruing to it on account of any default on the part of Mortgagor.
402 Mortgagee, in making any payment hereby authorized (a) relating to taxes and assessments, may
403 do so according to any bill, statement or estimate, without inquiry into the validity of any tax,
404 assessment, sale, forfeiture, tax lien or title or claim thereof; (b) for the purchase, discharge,
405 compromise or settlement of any other prior lien, may do so without inquiry as to the validity or
406 amount of any claim for lien which may be asserted; or (c) in connection with the completion of
407 construction, furnishing or equipping of the improvements or the rental, operation or
408 management of the Premises or the payment of operating costs and expenses thereof, Mortgagee

409 may do so in such amounts and to such persons as Mortgagee may deem appropriate and may
410 enter into such contracts therefor as Mortgagee may deem appropriate or may perform the same
411 itself.

412 **Section 15. Inspection of Premises and Records.** Mortgagee shall have the right to
413 inspect the Premises and all books, records and documents relating thereto at all reasonable times
414 upon reasonable advance notice, and access thereto shall be permitted for that purpose.

415 **Section 16. Uniform Commercial Code.** This Mortgage constitutes a "security
416 agreement" under the Indiana Uniform Commercial Code (the "Code") with respect to any part
417 of the Premises which may or might now or hereafter be or be deemed to be personal property,
418 fixtures or property other than real estate (all for the purposes of this Section called "Collateral");
419 all of the terms, provisions, conditions and agreements contained in this Mortgage pertain and
420 apply to the Collateral as fully and to the same extent as to any other property comprising the
421 Premises; and the following provisions of this Section shall not limit the generality or
422 applicability of any other provision of this Mortgage but shall be in addition thereto:

423 (a) Mortgagor (being the Debtor as that term is used in the Code) is and will be the
424 true and lawful owner of the Collateral, subject to no liens, charges or encumbrances except
425 Permitted Encumbrances;

426 (b) The Collateral is to be used by Mortgagor solely for business purposes and is
427 being installed upon the Premises for Mortgagor's own use or as the equipment and furnishings
428 furnished by Mortgagor, as landlord, to tenants of the Premises;

429 (c) The Collateral will be kept at the Real Estate comprised within the Premises, and
430 will not be removed therefrom without the consent of Mortgagee (being the Secured Party as that
431 term is used in the Code), or as otherwise provided in the Indebtedness Documents or any other
432 person and the Collateral may be affixed to such Real Estate but will not be affixed to any other
433 real estate;

434 (d) The only persons having any interest in the Premises are Mortgagor, Mortgagee
435 and permitted tenants and users thereof;

436 (e) No Financing Statement covering any of the Collateral or any proceeds thereof is
437 on file in any public office; and Mortgagor will at its own cost and expenses, upon demand,
438 furnish to Mortgagee such further information and will execute and deliver to Mortgagee such
439 financing statements and other documents in form satisfactory to Mortgagee and will do all such
440 acts and things as Mortgagee may at any time or from time to time reasonably request or as may
441 be necessary or appropriate to establish and maintain a perfected security interest in the
442 Collateral as security for the Indebtedness, subject to no adverse liens or encumbrances and
443 Mortgagor will pay the cost of filing the same or filing or recording such financing statements or
444 other documents, and this instrument, in all public offices wherever filing or recording is deemed
445 by Mortgagee to be necessary or desirable;

446 (f) Upon any Event of Default hereunder and at any time thereafter, Mortgagee at its
447 option may declare the Indebtedness immediately due and payable, all as more fully set forth in
448 the Section herein titled "Events of Default" hereof, and thereupon Mortgagee shall have the

449 remedies of a secured party under the Code, including, but without limitation, the right to take
450 immediate and exclusive possession of the Collateral, or any part thereof, and for that purpose
451 may, so far as Mortgagor can give authority therefor, with or without judicial process, enter (if
452 this can be done without breach of the peace) upon any place which the Collateral or any part
453 thereof may be situated and remove the same therefrom (provided that if the Collateral is affixed
454 to real estate, such removal shall be subject to the conditions stated in the Code); and Mortgagee
455 shall be entitled to hold, maintain, preserve and prepare the Collateral for sale, until disposed of,
456 or may propose to retain the Collateral subject to Mortgagor's right of redemption in satisfaction
457 of Mortgagor's obligations as provided in the Code. Mortgagee, without removal may render the
458 Collateral unusable and dispose of the Collateral on the Premises. Mortgagee will give
459 Mortgagor at least ten (10) business days notice of the time and place of any public sale thereof
460 or of the time after which any private sale or any other intended disposition thereof is made. The
461 requirements of reasonable notice shall be met if such notice is mailed, by registered or certified
462 mail or equivalent, postage prepaid, to the address of Mortgagor shown in the Section herein
463 titled "Notices" of this Mortgage at least ten (10) business days before the time of the sale or
464 disposition. Mortgagee may buy at any public sale, and if the Collateral is of a type customarily
465 sold in a recognized market or is of a type which is the subject of widely distributed standard
466 price quotations, Mortgagee may buy at private sale. Any such sale may be held as part of and in
467 conjunction with any foreclosure sale of the real estate comprised within the Premises, the
468 Collateral and real estate to be sold as one lot if Mortgagee so elects. The net proceeds realized
469 upon any such disposition, after deduction for the expenses of retaking, holding, preparing for
470 sale, selling or the like and the reasonable attorneys' fees and legal expenses incurred by
471 Mortgagee, shall be applied against the Indebtedness. Mortgagee will account to Mortgagor for
472 any surplus realized on such disposition;

473 (g) The remedies of the Mortgage hereunder are cumulative and the exercise of any
474 one or more of the remedies provided for herein or under the Code shall not be construed as a
475 waiver of any of the other remedies of Mortgagee, including having the Collateral deemed part
476 of the realty upon any foreclosure thereof so long as any part of the Indebtedness remains
477 unsatisfied;

478 (h) The terms and provisions contained in this Section shall, unless the context
479 otherwise requires, have the meanings and be construed as provided in the Code; and

480 (i) This Mortgage is intended to be a financing statement within the purview of the
481 Code with respect to the Collateral and the goods described at the beginning of this Mortgage,
482 which goods are or are to become fixtures relating to the Premises. This Mortgage is to be filed
483 for record with the Recorder of Deeds or other proper office of the County or Counties where the
484 Premises are located. Mortgagor is the record owner of the Premises.

485 **Section 17. Restrictions on Transfer.** Except as permitted by the Indebtedness
486 Documents, it shall be an Event of Default hereunder if, without the prior written consent of
487 Mortgagee, any one or more of the following shall occur:

488 (a) If Mortgagor shall create, effect or consent to or shall suffer or permit any
489 conveyance, sale, assignment, transfer, lien, pledge, mortgage, security interest or other

490 encumbrance or alienation of the Premises or any part thereof or interest therein, including the
491 equity of redemption;

492 (b) If Mortgagor is a corporation, or if any corporation is a beneficiary of a trustee
493 mortgagor, then if any shareholder of such corporation shall create, effect or consent to or shall
494 suffer or permit any sale, assignment, transfer, lien, pledge, mortgage, security interest or other
495 encumbrance or alienation of any such shareholder's shares in such corporation except as
496 permitted in the Notes or the Credit Agreement; provided that if such corporation is a
497 corporation whose stock is publicly traded on a national securities exchange or on the "Over The
498 Counter" market, then this Section shall be inapplicable;

499 (c) If Mortgagor is a partnership or joint venture, or if any beneficiary of a trustee
500 mortgagor is a partnership or joint venture, then if any partner or joint venturer in such
501 partnership or joint venture shall create, effect or consent to or shall suffer or permit any sale,
502 assignment, transfer, lien, pledge, mortgage, security interest or other encumbrance or alienation
503 of all or any part of the partnership interest or joint venture interest, as the case may be, of such
504 partner or joint venturer;

505 (d) If Mortgagor is a limited liability company, or if any limited liability company is
506 a beneficiary of a trustee mortgagor, then if any member in such limited liability company shall
507 create, effect or consent to or shall suffer or permit any sale, assignment, transfer, lien, pledge,
508 mortgage, security interest or other encumbrance or alienation of all or any part of the
509 membership interest of such member except as may be permitted under the Notes or the Credit
510 Agreement; and in each case, whether any such conveyance, sale, assignment, transfer, lien,
511 pledge, mortgage, security interest, encumbrance or alienation is effected directly, indirectly,
512 voluntarily or involuntarily, by operation of law or otherwise; provided that the foregoing
513 provisions of this Section shall not apply to (i) liens securing the Indebtedness, (ii) the lien of
514 current taxes and assessments not in default, and (iii) any transfers of the Premises, or part
515 thereof, or interest therein, or any beneficial interests, or shares of stock or partnership, joint
516 venture or membership interests, as the case may be, in Mortgagor or any beneficiary of a trustee
517 mortgagor by or on behalf of an owner thereof who is deceased or declared judicially
518 incompetent, to such owner's heirs, legatees, devisees, executors, administrators, estate, personal
519 representatives and/or committee. The provisions of this Section shall be operative with respect
520 to, and shall be binding upon, any persons who, in accordance with the terms hereof or otherwise
521 shall acquire any part of or interest in or encumbrance upon the Premises, or such beneficial
522 interest in, shares of stock of, or partnership or joint venture interest in, Mortgagor or any
523 beneficiary of a trustee mortgagor.

524 **Section 18. Events of Default.** If one or more of the following events (herein called
525 "Events of Default") shall occur:

526 (a) If a default or an Event of Default under any of the Notes or any of the
527 Indebtedness Documents occurs and continues beyond any applicable cure period;

528 (b) If a default under any loan to or agreement with Mortgagee by the Mortgagor or
529 any other Borrower shall occur and be continuing beyond any applicable cure period;

530 (c) If an Event of Default under the Section herein titled "Restrictions on Transfer"
531 shall occur and be continuing without notice or period of grace of any kind;

532 (d) If any default exists under any other provisions hereof, and such default shall
533 continue for thirty (30) days after written notice to Mortgagor or if such failure cannot
534 reasonably be corrected within such thirty (30) day time period, such longer period not to exceed
535 ninety (90) days that the Mortgagor diligently pursues the correction thereof;

536 (e) If the Premises shall be abandoned; or

537 (f) There shall occur any default or event of default, or any similar event, or any
538 event which requires the prepayment of borrowed money or the acceleration of the maturity
539 thereof, under the terms of any evidence of indebtedness or other agreement issued, assumed or
540 entered into by the Mortgagor or any co-maker or guarantor of the Indebtedness or under the
541 terms of any indenture, agreement or instrument under which any such evidence of indebtedness
542 or other agreement is issued, assumed, secured or guaranteed, whether owed to Mortgagee or any
543 other creditor, and such event shall continue beyond any applicable period of grace;

544 then Mortgagee is hereby authorized and empowered, at its option, and without affecting the lien
545 hereby created or the priority of said lien or any right of Mortgagee hereunder to declare, without
546 further notice, all Indebtedness to be immediately due and payable, whether or not such default
547 be thereafter remedied by Mortgagor, and Mortgagee may immediately proceed to foreclose this
548 Mortgage or to exercise any right, power or remedy provided by this Mortgage, the Indebtedness
549 Documents or by law or in equity conferred.

550 **Section 19. Possession by Mortgagee.** When the Indebtedness shall become due,
551 whether by acceleration or otherwise, Mortgagee shall, after filing a complaint, if applicable law
552 permits, have the right to enter into and upon the Premises and take possession thereof or to
553 appoint an agent or trustee for the collection of the rents, issues and profits of the Premises. The
554 net income, after allowing a reasonable fee for the collection thereof and for the management of
555 the Premises, may be applied to the payment of Taxes, insurance premiums and other charges
556 applicable to the Premises, or in reduction of the Indebtedness; and the rents, issues and profits
557 of and from the Premises are hereby specifically pledged to the payment of the Indebtedness.

558 **Section 20. Environmental Assessment.** When an Event of Default has occurred,
559 Mortgagor shall, promptly upon written request of Mortgagee, obtain and deliver to Mortgagee,
560 an environmental assessment of the Premises by a qualified environmental or engineering firm.

561 **Section 21. Foreclosure.** When the Indebtedness, or any part thereof, shall become
562 due, whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien
563 hereof for such Indebtedness or part thereof. In any suit to foreclose the lien hereof, there shall
564 be allowed and included as additional Indebtedness in the decree of sale, all expenditures and
565 expenses which may be paid or incurred by or on behalf of Mortgagee for reasonable attorneys'
566 fees, appraiser's fees, outlays for documentary and expert evidence, stenographer's charges,
567 publication costs and costs (which may be estimated as to items to be expended after entry of the
568 decree) of procuring all such abstracts of title, title searches and examinations, title insurance
569 policies and similar data and assurance with respect to title, as Mortgagee may deem reasonably

570 necessary either to prosecute such suit or to evidence to bidders at sales which may be had
571 pursuant to such decree, the true conditions of the title to or the value of the Premises. All
572 expenditures and expenses of the nature mentioned in this Section, and such other expenses and
573 fees as may be incurred in the protection of the Premises and the maintenance of the lien of this
574 Mortgage, including the reasonable fees of any attorney employed by Mortgagee in any litigation
575 or proceedings affecting this Mortgage, the Notes or the Premises, including probate and
576 bankruptcy proceedings, or in preparation of the commencement or defense of any proceedings
577 or threatened suit or proceeding, shall be so much additional Indebtedness and shall be
578 immediately due and payable by Mortgagor, with interest thereon at the interest rate then in
579 effect under the Notes until paid.

580 **Section 22. Receiver.** Upon, or at any time after, the filing of a complaint to foreclose
581 this Mortgage, the Court in which such complaint is filed may appoint a receiver of the Premises.
582 Such appointment may be made either before or after sale, without regard to solvency or
583 insolvency of Mortgagor at the time of application for such receiver, and without regard to the
584 then value of the Premises or whether the same shall be then occupied as a homestead or not; and
585 Mortgagee hereunder or any employee or agent thereof may be appointed as such receiver. Such
586 receiver shall have the power to collect the rents, issues and profits of the Premises during the
587 pendency of such foreclosure suit and, in case of a sale and deficiency, during the full statutory
588 period of redemption, if any, whether there be a redemption or not, as well as during any further
589 times when Mortgagor, except for the intervention of such receiver, would be entitled to
590 collection of such rents, issues and profits and all other powers which may be necessary or are
591 usual in such cases for the protection, possession, control, management and operation of the
592 Premises during the whole of said period. The court may, from time to time, authorize the
593 receiver to apply the net income from the Premises in his hands in payment in whole or in part
594 of:

- 595 (a) The Indebtedness or the indebtedness secured by a decree foreclosing this
596 Mortgage, or any tax, special assessment, or other lien which may be or become superior to the
597 lien hereof or of such decree, provided such application is made prior to the foreclosure sale; or
- 598 (b) The deficiency in case of a sale and deficiency.

599 **Section 23. Proceeds of Foreclosure Sale.** The proceeds of any foreclosure sale of
600 the Premises shall be distributed and applied in the following order of priority: First, on account
601 of all costs and expenses incident to the foreclosure proceedings, including all such items as are
602 mentioned in the Section regarding foreclosure herein; Second, all other items which, under the
603 terms hereof, constitute Indebtedness additional to that evidenced by the Notes with interest on
604 such items as herein provided; Third, to interest remaining unpaid upon the Notes; Fourth, to the
605 principal remaining unpaid upon the Notes; and Fifth, any overage to Mortgagor and its
606 successors or assigns, as their rights may appear.

607 **Section 24. Insurance Upon Foreclosure.** In case of an insured loss after foreclosure
608 proceedings have been instituted, the proceeds of any insurance policy or policies, if not applied
609 in rebuilding or restoring the buildings or improvements as aforesaid, shall be used to pay the
610 amount due in accordance with any decree of foreclosure that may be entered in any such
611 proceedings, and the balance, if any, shall be paid as the court may direct. In the case of

612 foreclosure of this Mortgage, the court, in its decree, may provide that Mortgagee's clause
613 attached to each of the casualty insurance policies may be cancelled and that the decree creditor
614 may cause a new loss clause to be attached to each of said casualty insurance policies making the
615 loss thereunder payable to said decree creditors; and any such foreclosure decree may further
616 provide that in case of one or more redemptions under said decree, pursuant to the statutes in
617 such case made and provided, then in every such case, each and every successive redepton may
618 cause the preceding loss clause attached to each casualty insurance policy to be cancelled and a
619 new loss clause to be attached thereto, making the loss thereunder payable to such redepton. In
620 the event of foreclosure sale, Mortgagee is hereby authorized, without the consent of Mortgagor,
621 to assign any and all insurance policies to the purchaser at the sale, or to take such other steps as
622 Mortgagee may deem advisable to cause the interest of such purchaser to be protected by any of
623 the said insurance policies without credit or allowance to Mortgagor for prepaid premiums
624 thereon.

625 **Section 25. Waiver.** Mortgagor waives the benefit of all laws now existing or that
626 hereafter may be enacted providing for (i) any appraisalment before sale of any portion of the
627 premises, and (ii) in any way extending the time for the enforcement of the collection of the
628 Notes or the debt evidenced thereby or creating or extending a period of reinstatement or
629 redemption from any sale made in collecting said debt. To the full extent Mortgagor may do so,
630 Mortgagor agrees that Mortgagor will not at any time insist upon, plead, claim or take the benefit
631 or advantage of any law now or hereafter in force providing for any appraisalment, valuation,
632 stay, extension, reinstatement or redemption, and Mortgagor, for Mortgagor, Mortgagor's heirs,
633 devisees, representatives, successors and assigns, and for any and all persons ever claiming any
634 interest in the premises, to the extent permitted by law, hereby waives and releases all rights of
635 reinstatement, redemption, valuation, appraisalment, stay of execution, notice of election to
636 mature or declare due the whole of the Indebtedness and marshalling in the event of foreclosure
637 of the liens hereby (and in the supplementary collateral) created. If any law referred to in this
638 Section and now in force, of which Mortgagor, Mortgagor's heirs, devisees, successors and
639 assigns or other person may take advantage despite this Section, shall hereafter be repealed or
640 cease to be in force, such law shall not thereafter be deemed to preclude the application of this
641 Section. Mortgagor expressly waives and relinquishes any and all rights and remedies which
642 Mortgagor may have or be able to assert by reason of the laws of the State in which the Premises
643 are located pertaining to the rights and remedies of sureties. Without limiting the foregoing, but
644 in addition thereto and in amplification thereof, Mortgagor hereby expressly waives any and all
645 rights of reinstatement or redemption from sale under any order, judgment, or decree of
646 foreclosure of this Mortgage, on its own behalf and on behalf of each and every person,
647 excepting only decree or judgment creditors of Mortgagor acquiring any interest in or title to the
648 premises subsequent to the date thereof, it being the intent hereof that any and all such rights of
649 redemption of Mortgagor and all other persons are and shall be deemed to be hereby waived to
650 the full extent permitted by the provisions of applicable law.

651 **Section 26. Assignment of Rents and Leases.** Without limiting the generality of any
652 other provisions hereof, as additional security, Mortgagor hereby assigns to Mortgagee the rents,
653 issues and profits of the Premises, and upon the occurrence of any Event of Default, Mortgagee
654 may receive and collect said rents, issues and profits so long as such Event of Default shall exist,
655 including without limitation during the pendency of any foreclosure proceedings. As of the date
656 of this Mortgage, as additional security, Mortgagor also hereby assigns to Mortgagee all of its

657 right, title and interest in any leases between Mortgagor and any tenant of the Premises, and any
658 renewals, amendments or modifications of any such leases, and any and all written and oral
659 leases, whether now in existence or which may hereafter come into existence during the term of
660 this Mortgage, or any extension hereof, and the lease payments, rents, income and profits
661 thereunder covering the Premises or any portion thereof. The collection of rents by Mortgagee
662 pursuant to this Section shall in no way waive the right of Mortgagee to foreclose this Mortgage
663 in the event of any Event of Default, and Mortgagee shall not be required to commence
664 foreclosure proceedings prior to exercising its rights to collect rents pursuant to this Section.
665 Notwithstanding the foregoing, until a notice in writing is sent to Mortgagor stating that an Event
666 of Default or any event of condition that with notice or passage of time or both might become an
667 Event of Default has occurred under the terms and conditions of this Mortgage (a "Notice"),
668 Mortgagor may receive, collect and enjoy the lease payments, rents, income, and profits accruing
669 from the Premises (the "Rents"). Mortgagee may, after service of a Notice, receive and collect
670 the Rents as they become due. Mortgagee may thereafter continue to receive and collect all such
671 Rents as long as such Event of Default shall exist and during the pendency of any foreclosure
672 proceedings.

673 Mortgagor hereby appoints Mortgagee its true and lawful attorney, which appointment is
674 irrevocable and coupled with an interest, with full power of substitution and with full power for
675 Mortgagee in its own name and capacity or in the name and capacity of Mortgagor, from and
676 after the service of a Notice (with or without taking possession of the Premises), to demand,
677 collect, receive, and give complete acquittance for any and all Rents and at Mortgagee's
678 discretion to file any claim or take any other action or proceeding and make any settlement of
679 any claims, either in its own name or in the name of Mortgagor or otherwise, that Mortgagor
680 may deem necessary or desirable in order to collect or enforce the payment of the Rents. Lessees
681 and tenants of the Premises are hereby expressly authorized and directed to pay any and all rents
682 due Mortgagor to Mortgagee or such nominee as Mortgagee may designate in writing delivered
683 to and received by such lessees and tenants, who are expressly relieved of any and all duty,
684 liability or obligation to Mortgagor in respect of all payments so made.

685 From and after the service of a Notice, Mortgagee is hereby vested with full power to use
686 all measures, legal and equitable, it may deem necessary or proper to enforce this assignment and
687 to assume and exercise all rights and remedies of Mortgagor under the Lease, collect the Rents,
688 including without limitation the right of Mortgagee or its designee to enter upon the Premises, or
689 any part thereof, with or without process of law, take possession of all or any part of the
690 Premises and all personal property, fixtures, documents, books, records, papers, and accounts of
691 Mortgagor relating thereto, and exclude Mortgagor and its agents and servants wholly therefrom.
692 Mortgagor hereby grants full power and authority to Mortgagee to exercise all rights, privileges,
693 and powers herein granted to any and all times after service of a Notice, without further notice to
694 Mortgagor, with full power to use and apply all of the Rents to the payment of the costs of
695 managing and operating the Premises and of the indebtedness in such order as Mortgagee shall
696 determine. Mortgagee shall be under no obligation to exercise or prosecute any of the rights or
697 claims assigned to it hereunder or to perform or carry out any of the obligations of Mortgagor as
698 landlord or as lessor, and does not assume any of the liabilities in connection with or arising or
699 growing out of the covenants and agreements of Mortgagor in the leases or otherwise. This
700 assignment shall not place responsibility for the control, care, management, or repair of the
701 Premises or parts thereof, upon Mortgagee, nor shall it make Mortgagee liable for the

702 performance of any of the terms and conditions of any of the leases, for any waste of the
703 Premises by lessee under any of the leases or any other person, for any dangerous or defective
704 condition of the Premises, or for any negligence in the management, upkeep, repair or control of
705 the Premises resulting in loss, injury, or death to any lessee, licensee, employee, or stranger.

706 In the exercise of the powers herein granted to Mortgagee, no liability shall be asserted or
707 enforced against Mortgagee, all such liability being expressly waived and released by Mortgagor.

708 The assignment contained in this Section is given as collateral security and the execution
709 and delivery hereof shall not in any way impair or diminish the obligations of Mortgagor, nor
710 shall this assignment impose any obligation on Mortgagee to perform any provision of any
711 contract pertaining to the Premises or any responsibility for the non-performance thereof by
712 Mortgagor or any other person. The assignment under this Section is given as a primary pledge
713 and assignment of the rights described herein and such assignment shall not be deemed
714 secondary to the security interest and mortgage of Mortgagee in the Premises. Mortgagee shall
715 have the right to exercise any rights under this Section before, together with, or after exercising
716 any other rights under this Mortgage. Nothing herein contained shall be deemed to obligate
717 Mortgagee to perform or discharge any obligation, duty, or liability of Mortgagor under this
718 assignment, and Mortgagor shall and does hereby indemnify and hold Mortgagee harmless from
719 any and all reasonable costs (including without limitation reasonable attorneys' fees, legal costs
720 and expenses, and reasonable time charges of attorneys who may be employees of Mortgagee
721 whether in or out of court, in original or appellate proceedings or in bankruptcy), liability, loss,
722 or damage which Mortgagee may or might incur by reason of this assignment; and any and all
723 such costs, liability, loss, or damage incurred by Mortgagee (whether successful or not), shall be
724 the Indebtedness hereby secured, and Mortgagor shall reimburse Mortgagee therefor on demand,
725 together with interest thereon at the interest rate then in effect under the Notes until paid. The
726 indemnification provided herein shall survive foreclosure of this Mortgage.

727 **Section 27. Mortgagee in Possession.** Nothing herein contained shall be construed as
728 constituting Mortgagee a mortgagee in possession in the absence of the actual taking of
729 possession of the Premises.

730 **Section 28. Further Assurances.** Mortgagor will do, execute, acknowledge and
731 deliver all and every further acts, deeds, conveyances, transfers and assurances necessary or
732 proper, in the sole judgment of Mortgagee, for the better assuring, conveying, mortgaging,
733 assigning and confirming unto Mortgagee all property mortgaged hereby or property intended so
734 to be; whether now owned by Mortgagor or hereafter acquired.

735 **Section 29. Rights Cumulative.** Each right, power and remedy herein conferred upon
736 Mortgagee is cumulative and in addition to every other right, power or remedy, express or
737 implied, given now or hereafter existing, at law or in equity, and each and every right, power and
738 remedy herein set forth or otherwise so existing may be exercised from time to time as often and
739 in such order as may be deemed expedient to Mortgagee and the exercise or the beginning of the
740 exercise of one right, power or remedy shall not be a waiver of the right to exercise at the same
741 time or thereafter any other right, power or remedy; and no delay or omission of Mortgagee in
742 the exercise of any right, power or remedy accruing hereunder or arising otherwise shall impair

743 any such right, power or remedy, or be construed to be a waiver of any default or acquiescence
744 therein.

745 **Section 30. Waiver of Defense.** No action for the enforcement of the lien or any
746 provision hereof shall be subject to any defense which would not be good and valid to the party
747 interposing the same in an action at law upon the Notes.

748 **Section 31. Time of the Essence.** Time is of the essence of the Indebtedness
749 Documents and this Mortgage.

750 **Section 32. Option to Subordinate.** At the option of Mortgagee, this Mortgage shall
751 become subject and subordinate in whole or in part (but not with respect to priority of
752 entitlement to insurance proceeds or any award in condemnation) to any and all leases of all or
753 any part of the Premises upon the execution by Mortgagee and recording thereof, at any time
754 hereafter, in the Office of the Recorder of Deeds or other proper office, in and for the county or
755 counties wherein the Premises are situated, of a unilateral declaration to that effect.

756 **Section 33. Business Purpose Statement.** The undersigned Mortgagor represents and
757 agrees that the loan evidenced by this Mortgage is a business loan within the purview of the laws
758 and regulations of the State of Indiana and of the United States and is transacted solely for the
759 business purpose of Mortgagor (or, if Mortgagor is a Trust, then of the beneficiaries of
760 Mortgagor) and for its or their investment or profit, as contemplated by such laws and
761 regulations.

762 **Section 34. Amendments.** The parties may not amend or alter this Mortgage except
763 by an agreement in writing signed by Mortgagor and Mortgagee. In the event of any
764 inconsistency between the provisions of this Mortgage or the other Indebtedness Documents or
765 the provisions of the other Indebtedness Documents shall prevail. There are no promises,
766 representations or understandings made in connection with this Mortgage, except as set forth in
767 this Mortgage or the other Indebtedness Documents.

768 **Section 35. Assignments.** Mortgagee may assign, negotiate, pledge or otherwise
769 hypothecate all or any portion of this Mortgage or grant participations herein, or in any of its
770 rights and security hereunder without relieving Mortgagor from any obligation to Lender with
771 respect to any unassigned debt, obligation or liability. Mortgagor will accord full recognition to
772 any such assignment. The assignee, including any holder or holders of the Notes from time to
773 time, will be able to enforce all of Mortgagee's rights and remedies in connection with the
774 interest so assigned against Mortgagor with the same force and effect and to the same extent as
775 Mortgagee could have but for the assignment, except that the assignee's rights will be
776 subordinate to Lender's rights as to any unassigned debt, obligation or liability.

777 **Section 36. Severability.** If a court of competent jurisdiction declares or finds all or
778 any portion of any provision of this Mortgage to be unenforceable or null and void, such
779 provision or portion thereof shall be deemed stricken and severed from this Mortgage and the
780 remaining provisions and portions hereof will continue in full force and effect.

781 **Section 37. Successors and Assigns.** This Mortgage and all of its provisions,
782 conditions, promises and covenants inure to the benefit of Mortgagee, its successors and assigns,

783 and shall be binding upon Mortgagor and its successors, assigns, executors, heirs, and personal
784 representatives (including, without limitation, each and every record owner from time to time of
785 the Premises or any other person having an interest therein). Mortgagor may not assign its rights
786 or delegate its duties under this Mortgage without Mortgagee's prior written consent.

787 In the event that the ownership of the Premises becomes vested in a person or persons
788 other than Mortgagor, Mortgagee may, without notice to Mortgagor, deal with such successor or
789 successors in interest of Mortgagor with reference to this Mortgage and the Indebtedness in the
790 same manner as with Mortgagor. Mortgagor will give immediate written notice to Mortgagee of
791 any conveyance, transfer or change of ownership of the Premises, but nothing in this Section
792 shall vary or negate the provisions of the Section herein entitled "Notices".

793 **Section 38. Notices.** Mortgagor and Mortgagee must give all notices, requests,
794 demands, directions and other communications (collectively "notices") required by this Mortgage
795 in accordance with the Indebtedness Documents.

796 **Section 39. Applicable Law.** The internal laws of the State in which the Premises are
797 located and not the law of conflicts will govern and control the form and essential validity of this
798 Mortgage. Mortgagor consents and submits to the jurisdiction of any local, state or federal court
799 with jurisdiction over Lake County, in the State of Indiana. Mortgagor waives any right it may
800 have to transfer or change the venue of any litigation Mortgagee brings against Mortgagor in
801 accordance with this paragraph. In addition to any methods of service of process provided for
802 under applicable law, Mortgagee may make all services of process in any such suit, action or
803 proceeding in any local, state or federal court, with jurisdiction over Lake County, in the State of
804 Indiana, by certified or registered mail, return receipt requested, directed to Mortgagor at its
805 address stated in the Indebtedness Documents, and service so made will be deemed complete
806 five (5) business days after being mailed. Nothing in this Mortgage affects Mortgagee's right to
807 serve process in any manner permitted by law or limits Mortgagee's right to bring proceedings
808 against Mortgagor in any other court or jurisdiction.

809 **Section 40. WAIVER OF TRIAL BY JURY.** THE PARTIES IRREVOCABLY,
810 KNOWINGLY, WILLINGLY AND VOLUNTARILY WAIVE ANY RIGHT TO TRIAL BY
811 JURY IN ANY ACTION, SUIT, COUNTERCLAIM OR PROCEEDING (1) TO ENFORCE
812 OR DEFEND ANY RIGHTS UNDER OR IN CONNECTION WITH THIS MORTGAGE OR
813 ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR
814 WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION HERewith, OR (2)
815 ARISING FROM ANY DISPUTE OR CONTROVERSY IN CONNECTION WITH OR
816 RELATED TO THIS MORTGAGE OR ANY SUCH AMENDMENT, INSTRUMENT,
817 DOCUMENT OR AGREEMENT. ANY SUCH ACTION, SUIT, COUNTERCLAIM OR
818 PROCEEDING WILL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY. NO
819 INDIVIDUAL HAS MADE ANY REPRESENTATIONS OF FACT OR OPINION TO
820 INDUCE MORTGAGOR'S WAIVER OF HIS, HER OR ITS RIGHT TO TRIAL BY JURY.
821 MORTGAGOR HAS BEEN REPRESENTED IN THE SIGNING OF THIS MORTGAGE AND
822 THE MAKING OF THIS WAIVER BY INDEPENDENT LEGAL COUNSEL WHICH HE,
823 SHE OR IT SELECTED, AND HE, SHE OR IT HAS HAD THE OPPORTUNITY TO
824 DISCUSS THIS WAIVER WITH COUNSEL.

825 **Section 41. Compliance With Applicable State Law.** In the event that any provision
826 in this Mortgage shall be inconsistent with any provision of Applicable State Law (as herein
827 defined), the provisions of the Applicable State Law shall take precedence over the provisions of
828 this Mortgage, but shall not invalidate or render unenforceable any other provisions of this
829 Mortgage that can be construed in a manner consistent with Applicable State Law. Furthermore,
830 if any provision of this Mortgage shall grant to Mortgagee any rights or remedies upon default of
831 Mortgagor which are more limited than the rights that would otherwise be vested in Mortgagee
832 under Applicable State Law in the absence of said provisions, Mortgagee shall be vested with the
833 rights granted in the Applicable State Law to the full extent permitted by law. Without limiting
834 the generality of the foregoing, all expenses incurred by Mortgagee to the extent reimbursable
835 under Applicable State Law, whether incurred before or after any decree or judgment of
836 foreclosure, and whether enumerated in this Mortgage, shall be added to the Indebtedness
837 secured by this Mortgage or by the judgment of foreclosure. For purposes of this Mortgage, the
838 term "Applicable State Law" means statutory and case law in the State of Indiana, including, but
839 not by way of limitation, Mortgages, Ind. Code 32-29, Mortgage Foreclosure Actions, Ind. Code
840 32-30-10, Receiverships, Ind. Code 32-30-5, and the Uniform Commercial Code - Secured
841 Transactions, Ind. Code 26-1-9.1 (the "Code"), as amended, modified and/or recodified from
842 time to time; provided, however, if by reason of mandatory provisions of law, the perfection, the
843 effect of perfection or nonperfection, and the priority of a security interests in any goods and
844 other personal property are governed by the Uniform Commercial Code as in effect in a
845 jurisdiction other than the State of Indiana, "Code" shall mean the Uniform Commercial Code as
846 in effect in such other jurisdiction for purposes of the provisions hereof relating to perfection,
847 effect of perfection or nonperfection, and the priority of the security interests in any such
848 personal property.

849 **Section 42. Additional Provisions.** In the event of any inconsistencies between the
850 terms and conditions of this Section 42 and the terms and conditions of this Mortgage, the terms
851 and conditions of this Section 42 shall control and be binding. Notwithstanding anything
852 contained in this Mortgage to contrary, this Mortgage is hereby modified, amended and
853 supplemented as follows:

854 (a) The recitals set forth in this Mortgage are incorporated herein by reference and
855 made a part of this Mortgage as if fully set forth herein and therein.

856 (b) The Indebtedness, if not sooner paid, shall mature on or before June 10, 2020.
857 The term "Indebtedness", as defined in this Mortgage, shall include, without limitation, any
858 judgment(s) or final decree(s) rendered to collect any money obligations of Mortgagor to
859 Mortgagee and/or to enforce the performance or collection of all covenants, agreements, other
860 obligations and liabilities of Mortgagor under this Mortgage or any or all of the other
861 Indebtedness Documents to which Mortgagor is a party. The obtaining of any judgment by
862 Mortgagee (other than a judgment foreclosing this Mortgage) and any levy of any execution
863 under any such judgment upon the Premises shall not affect in any manner or to any extent the
864 lien of this Mortgage upon the Premises or any part thereof, or any liens, powers, rights and
865 remedies of Mortgagee, but such liens, powers, rights and remedies shall continue unimpaired as
866 before until the judgment or levy is satisfied.

867 (c) This Mortgage is intended to secure future advances made under the Credit
868 Agreement or the other Indebtedness Documents, and all modifications, extensions and renewals
869 of any of the foregoing, with the same priority as if made on the day of execution of this
870 Mortgage, up to a maximum amount of \$30,000,000.00, pursuant to Ind. Code § 32-29-1-10.
871 The maximum amount stated in the preceding sentence does not affect or alter the principal
872 amount that Mortgagor is entitled to borrow under the Credit Agreement or any of the other
873 Indebtedness Documents, and may be in excess of permitted borrowing to cover expenses,
874 accrued interest, costs of collection and the like. Nothing in this provision requires Mortgagee to
875 make any future advances, and Mortgagor represents that Mortgagee has not promised to do so.

876 (d) Without limiting the scope of this Mortgage, the assignment of rents, issues and
877 profits and the assignment of leases set forth herein is made pursuant to, and includes, but is not
878 limited to, all rights conferred by Ind. Code §§ 32-21-4-2 and 32-29-1-11, and this Mortgage
879 hereby creates, and Mortgagor hereby grants, a security interest in the rents, issues and profits
880 and a lien in the leases to Mortgagee that will be perfected upon the recording of this Mortgage.

881 (e) To the extent necessary to interpret this Mortgage, the provisions of the other
882 Indebtedness Documents are hereby incorporated by reference into this Mortgage with the same
883 effect as if set forth herein. In the event that any such incorporated provisions of the other
884 Indebtedness Documents are inconsistent with the provisions hereof, the provisions of the other
885 Indebtedness Documents shall govern and control to the extent of the inconsistency; provided,
886 however, the provisions of this Section 42 shall govern and control in all circumstances, anything
887 in this Mortgage and the other Indebtedness Documents to the contrary notwithstanding.
888 Notwithstanding anything contained in the other Indebtedness Documents to the contrary, the
889 creation, validity, perfection, priority and enforceability of the liens and security interests created
890 by this Mortgage, all warranties of title contained herein with respect to the Premises and all
891 provisions hereof relating to the realization of the security covered hereby with respect to the
892 Premises shall be governed by this Mortgage and Applicable State Law.

893 (f) Nothing in this Mortgage, the Credit Agreement or the other Indebtedness
894 Documents are intended to constitute a waiver of deficiency under Ind. Code §32-29-7-5 nor a
895 consent by Mortgagee to such a waiver.

896 (g) Mortgagor agrees that Mortgagee shall be entitled to the appointment of a receiver
897 as a matter of right in accordance with Ind. Code § 32-30-5-1(4)(C) in any action by Mortgagee
898 seeking to enforce this Mortgage, including without limitation, by foreclosure.

899 (h) It is intention that as to the fixtures, as such term is defined in Ind. Code 26-1-9.1-
900 102(41), that are part of the Property, this Security Instrument shall be effective as a
901 continuously perfected financing statement filed pursuant to Ind. Code 26-1-9.1-515 as a fixture
902 filing from the date of the filing of this Security Instrument for record with the Recorder of the
903 County in which the Property is located. In order to satisfy Ind. Code 26-1-9.1-502(a) and Ind.
904 Code 26-1-9.1-502(b), the following information is hereby provided:

905 Name of Debtor: Indiana Industrial Investments Limited Partnership
906 Address of Debtor: 6120 River Road, Hodgkins, IL 60525
907 Type of Organization: Limited Partnership
908 State of Organization: Illinois
909 Name of Secured Party: Barrington Bank & Trust Company, N.A.

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

913 (j) If Mortgagee brings an action in the State to recover judgment under the Credit
914 Agreement or the other Indebtedness Documents and during the pendency of such action brings a
915 separate action in the State under this Mortgage, such actions shall be consolidated if and to the
916 extent required pursuant to Applicable State Law.

917 (k) Pursuant to its signature hereunder, and in connection with Mortgagee's filing
918 initial financing statements, filings, amendments, continuations and terminations in all such
919 jurisdictions and with all such governmental authorities as Mortgagee deems desirable (in order
920 to evidence the liens and security interests granted the Mortgagee hereunder), Mortgagor hereby
921 acknowledges, agrees and confirms that Mortgagee is a person entitled to file a record, and that
922 Mortgagor has authorized all such filings, within the meaning of Section 9.1-509 of the Code.

923 (l) Anything contained in this Mortgage, the Credit Agreement or the other
924 Indebtedness Documents to the contrary notwithstanding, Mortgagee or its assignee or
925 representative may not require Mortgagor, as a condition of receiving or maintaining this
926 Mortgage, to obtain hazard insurance coverage against risks to the Improvements on the Land in
927 an amount exceeding the replacement value of the Improvements in violation of Applicable State
928 Law.

929 (m) The lien of this Mortgage shall be released from the Premises upon payment or
930 satisfaction in full of the Indebtedness secured hereby, or otherwise in accordance with the
931 provisions of the Credit Agreement, and Mortgagee will execute and deliver such proper
932 instruments of release or satisfaction in recordable form as may be required to evidence such
933 release or satisfaction, and such instrument, when duly executed by Mortgagee and duly
934 recorded, at Mortgagor's expense, in the place where this Mortgage is recorded, shall
935 conclusively evidence the release of this Mortgage; provided, however, any of the terms and
936 provisions of this Mortgage that are intended to survive, shall nevertheless survive the release or
937 satisfaction of this Mortgage whether voluntarily granted by Mortgagee, as a result of a judgment
938 upon judicial foreclosure of this Mortgage or in the event a deed in lieu of foreclosure is granted
939 by Mortgagor to Mortgagee.

940 **Section 43. Revolving Credit.** This Mortgage secures, among other obligations, a
941 revolving line of credit pursuant to the terms and conditions of the Credit Agreement, under the
942 terms of which funds may be advanced, paid back, and re-advanced. The sums advanced

943 pursuant to and in accordance with the terms and conditions of the Credit Agreement after the
944 effective date of this Mortgage shall have the same priority over liens, encumbrances, and other
945 matters as if such advances had been made as of the effective date of this Mortgage.

946 **Section 44. Variable Rate Interest.** THE MORTGAGE SECURES, INTER ALIA,
947 OBLIGATIONS AND OTHER INDEBTEDNESS WHICH PROVIDES FOR A VARIABLE
948 RATE OF INTEREST (AS DESCRIBED IN THE CREDIT AGREEMENT).

949

950

[SIGNATURE PAGE TO FOLLOW]



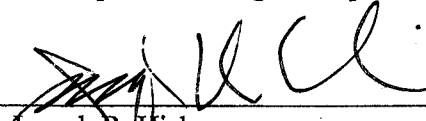
IN WITNESS WHEREOF, Mortgagor has duly executed and delivered this Mortgage as of the date first written above.

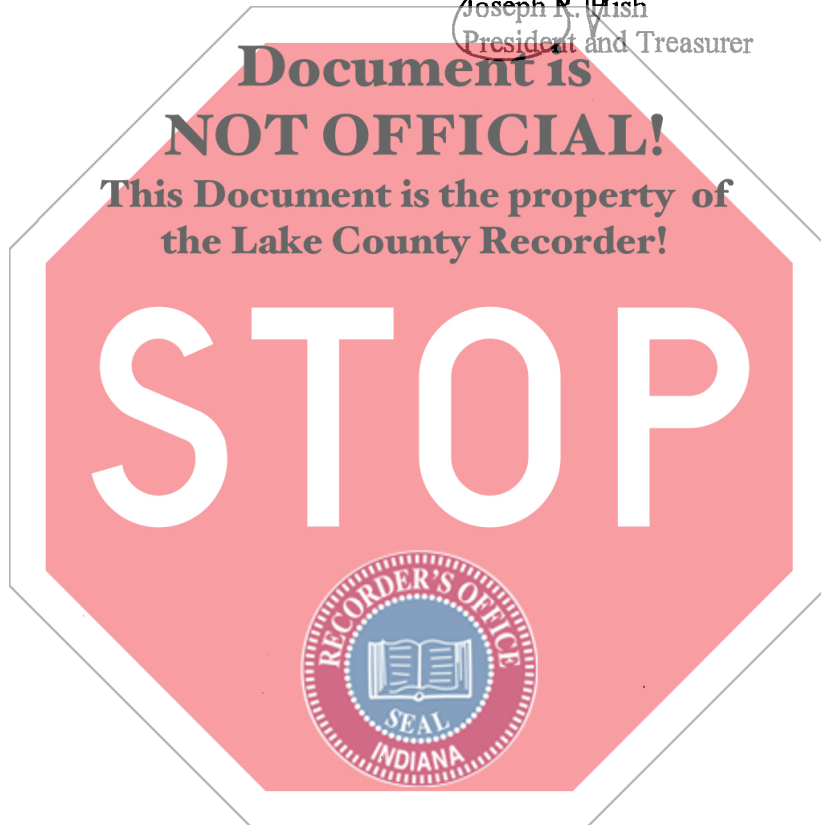
MORTGAGOR:

INDIANA INDUSTRIAL INVESTMENTS
LIMITED PARTNERSHIP

By: Indiana Industrial Investments, Inc.,
an Illinois corporation, its general partner

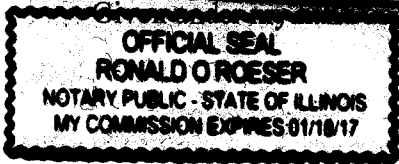
By: _____


Joseph R. Hish
President and Treasurer



STATE OF ILLINOIS)
COUNTY OF KANE) SS

The undersigned, a Notary Public in and for the County and State aforesaid, does hereby certify that Joseph R. Hish, as President and Treasurer of Indiana Industrial Investments, Inc., the general partner of Indiana Industrial Investments Limited Partnership, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act and as the free and voluntary act of said company for the uses and purposes therein set forth.



Notary seal this 10 day of May, 2015.


Notary Public

OFFICIAL SEAL

Commission Expires:

Ronald O. Roesser
Printed Name

**Document is
NOT OFFICIAL!**

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

This instrument was prepared by David Hight, Esq., Ice Miller LLP, 2300 Cabot Drive, Suite 455, Lisle, Illinois 60532.

I affirm, under penalties for perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by law. David Hight.

Upon recording, return to:
David H. Hight
Ice Miller LLP
2300 Cabot Drive, Suite 455
Lisle, Illinois 60532



EXHIBIT A

LEGAL DESCRIPTION

Parcel 1:

All that part of Sections 31 and 32, Township 37 North, Range 8 West of the Second Principal Meridian, in the City of Gary, in Lake County, Indiana, more particularly described as follows:

Commencing at the Southwest corner of said Section 32; thence South 87 degrees 50 minutes 31 seconds East, a distance of 604.06 feet along the South line of said Section 32 to the BEGINNING of this parcel; thence South 87 degrees 50 minutes 31 seconds East, a distance of 236.68 feet; thence North 00 degrees 00 minutes 18 seconds East, a distance of 173.97 feet; thence South 87 degrees 05 minutes 27 seconds East, a distance of 9.32 feet; thence North 2 degrees 54 minutes 33 seconds East, a distance of 55.00 feet; thence North 87 degrees 05 minutes 27 seconds West, a distance of 12.11 feet; thence North 00 degrees 00 minutes 18 seconds East, a distance of 2,243.34 feet to a point of intersection with a line running in a northwesterly direction, south of an parallel to the south right-of-way line of the Lake South and Michigan Southern Railway Company at a distance of 300 feet from the same (measured at right angles); thence North 64 degrees 33 minutes 42 seconds West, a distance of 2,324.15 feet to a concrete monument (found); thence North 64 degrees 27 minutes 04 seconds West, a distance of 299.98 feet to a concrete monument (found); thence South 31 degrees 57 minutes 04 seconds East, a distance of 506.03 feet to a concrete monument (found); thence South 90 degrees 32 minutes 55 seconds West, a distance of 467.23 feet to a concrete (found) marking the northwest corner of the East Half of the Southeast Quarter of said Section 31; thence South 00 degrees 58 minutes 06 seconds West, a distance of 2,369.38 feet to the North Right-of-Way of the Indiana Toll Road; thence along the Right-of-Way line of the Toll Road on the next 11 courses:

- (1) by a curve deflecting to the right having a radius of 5,849.58 feet, the chord of which bears South 89 degrees 31 minutes 35 seconds East 293.12 feet southeastwardly an arc distance of 293.15 feet;
- (2) thence by a curve deflecting to the right having a radius of 7,759.39 feet, the chord of which bears South 87 degrees 35 minutes 26 seconds East 135.43 feet southeastwardly an arc distance of 135.43 feet;
- (3) thence South 87 degrees 05 minutes 27 seconds East, a distance of 282.68 feet;
- (4) thence North 2 degrees 54 minutes 33 seconds East, a distance of 10.00 feet;
- (5) thence South 87 degrees 05 minutes 27 seconds East, a distance of 599.62 feet to a concrete monument (found) on the West line of Section 32, said monument being 260.44 feet North of the Southwest corner of said Section 32;
- (6) thence South 87 degrees 05 minutes 27 seconds East, a distance of 650.38 feet;
- (7) thence South 2 degrees 54 minutes 33 seconds West, a distance of 75.00 feet;
- (8) thence South 87 degrees 05 minutes 27 seconds East, a distance of 143.68 feet;

(9) thence South 00 degrees 00 minutes 18 seconds West, a distance of 110.14 feet;

(10) thence North 87 degrees 05 minutes 27 seconds West, a distance of 99.26 feet;

(11) thence South 55 degrees 13 minutes 36 seconds West, a distance of 110.13 feet to the POINT OF BEGINNING.

Parcel 2:

All that part of Section 32, Township 37 North, Range 8 West of the Second Principal Meridian, in the City of Gary, in Lake County, Indiana, more particularly described as follows:

A parcel of land lying in the Southwest Quarter of Section 32, Township 37 North, Range 8 West of the Second Principal Meridian, in the City of Gary, in Lake County, Indiana, more particularly described as follows:

Commencing at the Southwest corner of said Section 32; thence South 87 degrees 50 minutes 31 seconds East 840.74 feet along the south line of said Section 32 to the East line of the land conveyed by the Gary Land Company to American Bridge Company by Deed dated January 25, 1911, recorded in Deed Record Vol. 167, page 304; thence North 00 degrees 00 minutes 18 seconds East along said East line, a distance of 343.91 feet to the North property line of Northern Indiana Public Service Company, which is the POINT OF BEGINNING; thence South 85 degrees 25 minutes 59 seconds East along said property line, a distance of 401.28 feet; thence North 00 degrees 00 minutes 18 seconds East, a distance of 1,968.86 feet to the southerly Right-of-Way line of the Elgin, Joliet, and Eastern Railway Company; thence North 64 degrees 24 minutes 15 seconds West along said Right-of-Way line, a distance of 443.41 feet to the East property line of American Bridge Division, Gary Plant; thence South 00 degrees 00 minutes 18 seconds West along said property line, a distance of 2,128.47 feet to the POINT OF BEGINNING.

Parcel 3:

A parcel of land lying in the Northwest Quarter of Section 5, Township 36 North, Range 8 West of the Second Principal Meridian, in the City of Gary, in Lake County, Indiana, more particularly described as follows:

Commencing at the Northwest corner of said Section 5; thence South 87 degrees 50 minutes 31 seconds East along the north line of said Section 5, a distance of 1,065.21 feet to the West Right-of-Way line of Bridge Street (extended), which is the POINT OF BEGINNING; thence continuing South 87 degrees 50 minutes 31 seconds East, a distance of 60.03 feet; thence South 00 degrees 00 minutes 18 seconds West, a distance of 125.09 feet; thence North 87 degrees 50 minutes 31 seconds West, a distance of 60.03 feet to the West Right-of-Way line of Bridge Street; thence North 00 degrees 00 minutes 18 seconds East along the West Right-of-Way line of Bridge Street (extended), a distance of 125.09 feet to the POINT OF BEGINNING.

COMMONLY KNOWN AS:

86 North Bridge Street
Gary, Indiana

Permanent Index No.:

45-04-31-400-001.000-004
45-04-31-200-002.000-004
45-04-32-300-001.000-004
45-04-31-200-001.000-004
45-04-32-300-002.000-004
45-08-05-102-002.000-004

