

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2015 OCT 23 AM 11:19

MICHAEL B. BROWN
RECORDER

2015 072131

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AMERICAN RENTALS, LLC,

(Borrower)

to

Jena C. Montera I Trust, as mortgagee

(Lender)

**Document is
NOT OFFICIAL!**

MASTER MORTGAGE AND SECURITY AGREEMENT

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

Dated: As of October 9, 2015

Property: [See Exhibit A]

Tax Parcel #: [See Exhibit A] [Lake County]

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HOLD FOR MERIDIAN TITLE CORP

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MASTER MORTGAGE AND SECURITY AGREEMENT

THIS MASTER MORTGAGE AND SECURITY AGREEMENT (this "Mortgage") is made as of this ___ day of October, 2015, by AMERICAN RENTALS, LLC, an Indiana limited liability company (together with their its successors and permitted assigns "Borrower"), having its principal place of business at c/o Antoine Johnson, 2918 W 84th Court, Merrillville IN 46410, as mortgagor, for the benefit of JENA C. MONTERA I TRUST (together with its successors and assigns, "Lender"), having an address 11550 Decatur St, Westminster, Colorado 80234, as mortgagee.

WITNESSETH:

WHEREAS, this Mortgage is given in connection with a loan in the original principal sum of Nine Hundred Thousand and 00/100 Dollars (\$900,000.00) (the "Loan") made by Lender to Borrower pursuant to that certain Revolving Loan Agreement, dated as of the date hereof between Borrower, the Guarantors defined and described therein, and Lender (as the same may be amended, restated, replaced, supplemented, renewed, extended or otherwise modified from time to time, the "Agreement"; capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Agreement);

WHEREAS, Borrower desires to secure the payment of the debt and the performance of all of Obligations under the Promissory Note dated the date hereof made by Borrower to Lender, with a maturity date of Oct 31, 2016 (such Note, together with all extensions, renewals, replacements, restatements or modifications thereof being hereinafter referred to as the "Note"), the Agreement and the other Loan Documents;

WHEREAS, this Mortgage is given pursuant to the Agreement, and payment, fulfillment, and performance by Borrower of this Obligations under and provided by the other Loan Documents is secured hereby, and each and every term and provision of the Agreement and the Note, including the rights, remedies, obligations, covenants, conditions, agreements, indemnities, representations and warranties therein, are hereby incorporated by reference herein as though set forth in full and shall be considered a part of this Mortgage; and

WHEREAS, Lender and Borrower intend these recitals to be a material part of this Mortgage;

NOW THEREFORE, in consideration of the making of the Loan by Lender and the covenants, agreements, representations and warranties set forth in this Mortgage and in consideration of the various agreements contained herein in the Agreement, the Note and the other Loan Documents, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lender and Borrower hereby agree as follows:

ARTICLE I - GRANTS OF SECURITY

Section 1.1 Property Mortgaged. Borrower does hereby irrevocably mortgage, assign, warrant, transfer, convey and grant a security interest to Lender in and to the real property described in Exhibit A attached hereto and made a part hereof (the "Land") and all property, rights, interests and estates, improvements, easements, mineral rights, water rights, tangible and intangible personal property, equipment, fixtures, general intangibles, accounts, payment intangibles, insurance proceeds and condemnation awards, rents, issues, profits and income from the Land, and in appurtenances and hereditaments and all proceeds and products thereof and

accessions thereof , wherever located, now owned, or hereafter acquired by Borrower (collectively, the "Property").

AND without limiting any of the other provisions of this Mortgage, to the extent permitted by applicable law, Borrower expressly grants to Lender, as secured party, a security interest in the portion of the Property which is or may be subject to the provisions of the Uniform Commercial Code which are applicable to secured transactions; it being understood and agreed that the Improvements and Fixtures are part and parcel of the Land (the Land, the improvements and the fixtures collectively referred to as the "Real Property") appropriated to the use thereof and, whether affixed or annexed to the Real Property or not, shall for the purposes of this Mortgage be deemed conclusively to be real estate and mortgaged hereby.

Section 1.2 Assignment of Rents. Borrower hereby absolutely and unconditionally assigns to Lender all of Borrower's right, title and interest in and to all current and future Leases and Rents; it being intended by Borrower that this assignment constitutes a present, absolute assignment and not an assignment for additional security only. Nevertheless, subject to the terms of the Assignment of Rents and Section 6.1(h) of this Mortgage, Lender grants to Borrower a revocable license to collect, receive, use, and enjoy the Rents and Borrower shall hold the Rents, or a portion thereof sufficient to discharge all current sums due on the Loan, for use in the payment of such sums.

Section 1.3 Security Agreement. This Mortgage is both a real property mortgage and a "security agreement", a "financing statement" and a "fixture filing" within the meaning of the Uniform Commercial Code. The Property includes both real and personal property and all other rights and interests, whether tangible or intangible in nature, of Borrower in the Property. By executing and delivering this Mortgage, Borrower hereby grants to Lender, as security for the Obligations (hereinafter defined), a security interest in the Fixtures, the Equipment and the Personal Property to the extent that the Fixtures, the Equipment and the Personal Property may be subject to the Uniform Commercial Code (said portion of the Property so subject to the Uniform Commercial Code being called the "Collateral"). If an Event of Default shall occur and be continuing, Lender, in addition to any other rights and remedies which it may have, shall have and may exercise immediately and without demand, any and all rights and remedies granted to a secured party upon default under the Uniform Commercial Code, including, without limiting the generality of the foregoing, the right to take possession of the Collateral or any part thereof, and to take such other measures as Lender may deem necessary for the care, protection and preservation of the Collateral. Upon request or demand of Lender during the continuance of an Event of Default, Borrower shall, at its expense, assemble the Collateral and make it available to Lender at a convenient place (at the Land if tangible property) reasonably acceptable to Lender. Borrower shall pay to Lender on demand any and all expenses, including reasonable legal expenses and attorneys' fees, incurred or paid by Lender in protecting its interest in the Collateral and in enforcing its rights hereunder with respect to the Collateral during the continuance of an Event of Default. Any notice of sale, disposition or other intended action by Lender with respect to the Collateral sent to Borrower in accordance with the provisions hereof at least ten (10) Business Days prior to such action, shall, except as otherwise provided by applicable law, constitute reasonable notice to Borrower. The proceeds of any disposition of the Collateral, or any part thereof, may, except as otherwise required by applicable law, be applied by Lender to the payment of the Loan in such priority and proportions as Lender in its discretion shall deem proper. Borrower's (debtor's) principal place of business is as set forth on page one hereof and the address of Lender (secured party) is as set forth on page one hereof. Borrower and Lender agree that the foregoing is intended to grant in favor of Lender a first priority continuing lien and security interest in all of the Borrower's assets. The Borrower authorizes the Lender and its

counsel to file Uniform Commercial Code financing statements in form and substance satisfactory to the Lender describing the collateral as all assets of the Borrower.

Section 1.4 **Fixture Filing.** Certain of the Property is or will become “fixtures” (as that term is defined in the Uniform Commercial Code) on the Land, and this Mortgage, upon being filed for record in the real estate records of the city or county wherein such fixtures are situated, shall operate also as a financing statement filed as a fixture filing in accordance with the applicable provisions of said Uniform Commercial Code upon such of the Property that is or may become fixtures. The rights, remedies and interests of Lender under the “security agreement” and under other provisions of this Mortgage are independent and cumulative, and there shall be no merger of any security interest created by the “security agreement” with any lien created under the other provisions of this Mortgage. Lender may elect to exercise or enforce any of its rights, remedies, or interests under the “security agreement” and the other provisions of this Mortgage as Lender may from time to time deem appropriate.

ARTICLE 2 - DEBT AND OBLIGATIONS SECURED

Section 2.1 **Debt.** This Mortgage and the grants, assignments and transfers made in Article 1 are given for the purpose of securing the Loan and the other Obligations.

Section 2.2 **Additional Obligations Secured.** This Mortgage also secures the following:

(a) payment and performance of all obligations of Borrower under this Mortgage, together with all advances, payments or other expenditures made by Lender as or for the payment or performance of any such obligations of Lender; and

(b) payment and performance of all obligations of if any, and the contracts under which they arise, which any rider attached to and recorded with this Mortgage recites are secured hereby; and

(c) all modifications, extensions and renewals of any of the Loan and the other Obligations (including without limitation, (i) modifications, extensions or renewals at a different rate of interest, or (ii) deferrals or accelerations of the required principal payment dates or interest payment dates or both, in whole or in part), however evidenced, whether or not any such modification, extension or renewal is evidenced by a new or additional promissory note or notes.

ARTICLE 3 - BORROWER COVENANTS

Borrower covenants and agrees that:

Section 3.1 **Payment of Debt.** Borrower will pay the Loan at the time and in the manner provided in the Agreement, the Note, and this Mortgage.

Section 3.2 **Incorporation by Reference.** All the covenants, conditions and agreements contained in (a) the Agreement, (b) the Note and (c) all and any of the other Loan Documents, are hereby made a part of this Mortgage to the same extent and with the same force as if fully set forth herein.

Section 3.3 **Insurance.**

(a) Coverages Required. Borrower shall maintain or cause to be maintained, with financially sound and reputable insurance companies or associations acceptable to Lender in its sole and absolute discretion, insurance which insures the Property against such perils and hazards as Lender may from time to time require, and in any event, including without limitation:

(i) all risk of loss, damage, destruction, theft, or any other casualty or risk, covering the Property including all of Borrower's personal property located therein, without deduction for depreciation, in an amount approved by Lender, but in no event less than the full replacement cost thereof;

(ii) during any period of alterations or construction on the Property, builder's risk insurance in an amount at least equal to the full insurable value or replacement cost of the improvements to which the alteration or construction relates;

(iii) use and occupancy insurance covering either rental income or business interruption with coverage in an amount not less than twelve (12) months' anticipated gross rental income;

(iv) comprehensive general liability insurance covering the Property and Borrower, in an amount not less than \$1,000,000 per occurrence and combined annual aggregate for bodily injury and/or property damage liability;

(v) worker's compensation insurance in accordance with the requirements of applicable law;

(vi) boiler and machinery insurance, if applicable; and

(vii) flood insurance, if applicable.

(b) Insurance Policies. All policies of insurance maintained pursuant to this Section 3.3 shall be with companies and in forms and amounts acceptable to Lender in its sole and absolute discretion and shall provide standard mortgagee endorsements or clauses naming Lender as mortgagee and as loss payee (with respect to property insurance) or additional insured (with respect to liability insurance). All required policies shall provide for thirty (30) days' written notice to Lender prior to the effective date of any cancellation or modification thereof. The original or a certified copy of each insurance policy or a certificate thereof (in form and substance acceptable to Lender) shall be delivered to Lender.

(c) Additional Insurance. Borrower shall also maintain, at the request of Lender, such hazard insurance, in addition to the insurance required above, as Lender may reasonably request, including but not limited to flood, including surface waters, and earthquake, including subsidence, all of such insurance to comply in all respects with the requirements of this Section 3.3.

(d) Renewal Policies. Not less than thirty (30) days prior to the expiration date of each insurance policy required pursuant to subsection 3.3.(a) above, Borrower will deliver to Lender an appropriate renewal binder (including notices of any changes in coverage) or a certificate thereof (in form and substance acceptable to Lender) together with evidence satisfactory to Lender that the then current premium applicable to the insurance to be issued pursuant to such binder has been prepaid.

Section 3.4 Payment for Labor and Materials. Borrower will promptly pay when due all bills and costs for labor, materials, and specifically fabricated materials (“**Labor and Material Costs**”) incurred in connection with the Property and never permit to exist beyond the due date thereof in respect of the Property or any part thereof any lien or security interest, even though inferior to the liens and the security interests hereof, and in any event never permit to be created or exist in respect of the Property or any part thereof any other or additional lien or security interest other than the liens or security interests hereof except for the Permitted Exceptions.

Section 3.5 Performance of Other Agreements. Borrower shall observe and perform each and every term, covenant and provision to be observed or performed by Borrower pursuant to the Agreement, any other Loan Document and any other agreement or recorded instrument affecting or pertaining to the Property and any amendments, modifications or changes thereto.

Section 3.6 Title. Borrower represents and warrants that it has good, marketable, and insurable fee simple title to the real property comprising part of the Property and good title to the balance of such Property, free and clear of all liens whatsoever except the Permitted Exceptions.

Section 3.7 Taxes and Assessments. Subject to the right, if any, of Borrower to contest payment of the following pursuant to any other agreement between Borrower and Lender, Borrower shall pay prior to delinquency all taxes, assessments, levies and charges imposed: (a) by any public or quasi-public authority or utility company which are or which may become a lien upon or cause a loss in value of the Property or any interest therein; or (b) by any public authority upon Lender by reason of its interest in the Loan or any other Obligation or in the Property, or by reason of any payment made to Lender pursuant to the Loan or any other Obligation; provided however, that Borrower shall have no obligation to pay any income taxes of Lender. Promptly upon request by Lender, Borrower shall furnish to Lender satisfactory evidence of the payment of all of the foregoing. Lender is hereby authorized to request and receive from the responsible governmental and non-governmental personnel written statements with respect to the accrual and payment of any of the foregoing.

Section 3.8 Damages; Insurance and Condemnation Proceeds.

(a) (i) All awards of damages and all other compensation payable directly or indirectly by reason of a condemnation or proposed condemnation (or transfer in lieu thereof) for public or private use affecting the Property; (ii) all other claims and awards for damages to or decrease in value of the Property; (iii) all proceeds of any insurance policies payable by reason of loss sustained to the Property; and (iv) all interest which may accrue on any of the foregoing, are all absolutely and irrevocably assigned to and shall be paid to Lender. At the absolute discretion of Lender, whether or not its security is or may be impaired, but subject to applicable law if any, and without regard to any requirement contained in any other Section hereof, Lender may apply all or any of the proceeds it receives to its expenses in settling, prosecuting or defending any such claim and apply the balance to the Loan or other Obligations in any order, and release all or any part of the proceeds to Borrower upon any conditions Lender may impose. Lender may commence, appear in, defend or prosecute any assigned claim or action, and may adjust, compromise, settle and collect all claims and awards assigned to Lender; provided however, that in no event shall Lender be responsible for any failure to collect any claim or award, regardless of the cause of the failure.

(b) At its sole option, Lender may permit insurance or condemnation proceeds held by Lender to be used for repair or restoration but may impose any conditions on such use as Lender deems necessary.

Section 3.9 Maintenance and Preservation of Property. Subject to the provisions of the Agreement, Borrower agrees:

(a) to keep and maintain the Property in good condition, repair and working order (normal wear and tear excepted).

(b) except with Lender's prior written consent, not to remove or demolish the Property, nor alter, restore or add to the Property, nor initiate or acquiesce in any change in any zoning or other land classification which affects the Property.

(c) to restore promptly and in good workmanlike manner any portion of the Property which may be damaged or destroyed, unless Lender requires that all of the insurance proceeds be used to reduce the Loan and other Obligations as provided in the Section hereof entitled Damages; Insurance and Condemnation Proceeds;

(d) to comply with and not to suffer violation of any or all of the following which govern acts or conditions on, or otherwise affect the Property: (i) laws, ordinances, regulations, standards and judicial and administrative rules and orders; (ii) covenants, conditions, restrictions and equitable servitudes, whether public or private; and (iii) requirements of insurance companies and any bureau or agency which establishes standards of insurability;

(e) not to commit or permit waste of the Property; and

(f) to do all other acts, which from the character or use of the Property may be reasonably necessary to maintain and preserve its value.

ARTICLE 4 - FURTHER ASSURANCES

Section 4.1 Recording of Mortgage, Etc. Borrower forthwith upon the execution and delivery of this Mortgage and thereafter, from time to time, will cause this Mortgage and any of the other Loan Documents creating a lien or security interest or evidencing the lien hereof upon the Property and each instrument of further assurance to be filed, registered or recorded in such manner and in such places as may be required by any present or future law in order to publish notice of and fully to protect and perfect the lien or security interest hereof upon, and the interest of Lender in, the Property.

Section 4.2 Further Acts, Etc. Borrower will, at the cost of Borrower, and without expense to Lender, do, execute, acknowledge and deliver all further acts, deeds, conveyances, deeds of trust, mortgages, deeds to secure debt, assignments, notices of assignments, amendments, transfers and assurances as Lender shall, from time to time, reasonably require, for the better assuring, conveying, assigning, amending, transferring, and confirming unto Lender the property and rights hereby mortgaged, granted, bargained, conveyed, confirmed, pledged, assigned, amended, warranted and transferred or intended now or hereafter so to be, or which Borrower may be or may hereafter become bound to convey or assign to Lender, or for carrying out the intention or facilitating the performance of the terms of this Mortgage or for filing, registering or recording this Mortgage, or for complying with all legal requirements.

Section 4.3 Severing of Mortgage. This Mortgage and the Note shall, at any time until the same shall be fully paid and satisfied, at the sole election of Lender, be severed into two or more notes and two or more security instruments in such denominations and priorities as Lender shall determine in its sole discretion, each of which shall cover all or a portion of the Property to be more particularly described therein. To that end, Borrower, upon written request of Lender, shall execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered by the then owner of the Property, to Lender and/or its designee or designees, substitute notes and security instruments in such principal amounts, aggregating not more than the then unpaid principal amount of this Mortgage, and containing terms, provisions and clauses similar to those contained herein and in the Note, and such other documents and instruments as may be required by Lender.

Section 4.4 Hazardous Substances; Environmental Provisions. Borrower represents and warrants to Lender as follows:

(a) Except as disclosed to Lender in writing prior to the date hereof, the Property is not and has not been a site for the use, generation, manufacture, storage, treatment, disposal, release or threatened release, transportation or presence of any substances which are "hazardous substances," "hazardous wastes," "hazardous materials" or "toxic substances" under the Hazardous Materials Laws, as defined below, and/or other applicable environmental laws, ordinances and regulations (collectively, the "Hazardous Materials").

(b) The Property is in compliance with all laws, ordinances and regulations relating to Hazardous Materials (collectively, the "Hazardous Materials Laws"), including without limitation, the Clean Air Act, the Federal Water Pollution Control Act, the Federal Resource Conservation and Recovery Act of 1976, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Superfund Amendments and Reauthorization Act of 1986, the Federal Toxic Substances Control Act and the Occupational Safety and Health Act, as any of the same may be amended, modified or supplemented from time to time, and any other applicable federal, state or local environmental laws, and any rules or regulations adopted pursuant to any of the foregoing.

(c) There are no claims or actions pending or threatened against Borrower or the Property by any governmental entity or agency, or any other person or entity, relating to any Hazardous Materials or pursuant to any Hazardous Materials Laws.

(d) Borrower hereby agrees to defend, indemnify and hold harmless Lender, its directors, officers, employees, agents, successors and assigns, from and against any and all losses, damages, liabilities, claims, actions, judgments, court costs and legal or other expenses (including without limitation, attorneys' fees and expenses) which Lender may incur as a direct or indirect consequence of the use, generation, manufacture, storage, treatment, disposal, release or threatened release, transportation or presence of Hazardous Materials in, on, under or about the Property. Borrower shall pay to Lender immediately upon demand any amounts owing under this indemnity, together with interest from the date of demand until paid in full at the highest rate of interest applicable to the Loan or any other Obligation. **BORROWER'S DUTY AND OBLIGATION TO DEFEND, INDEMNIFY, AND HOLD HARMLESS LENDER SHALL SURVIVE THE CANCELLATION OF THE LOAN AND OTHER OBLIGATIONS AND THE RELEASE OR PARTIAL RELEASE OF THIS MORTGAGE.**

(e) Borrower shall immediately advise Lender in writing upon Borrower's discovery of any occurrence or condition on the Property, or on any real property adjoining or in

the vicinity of the Property, that does or could cause all or any part of the Property to be contaminated with any Hazardous Materials or otherwise be in violation of any Hazardous Materials Laws, or cause the Property to be subject to any restrictions on the ownership, occupancy, transferability or use thereof under any Hazardous Materials Laws.

Section 4.5 Protection of Security. Borrower shall, at Borrower's sole expense protect, preserve and defend the Property and Borrower's title and right to possession of the Property against all adverse claims, and protect, preserve and defend the security of this Mortgage and the rights and powers of Lender under this Mortgage against all adverse claims. Borrower shall give Lender prompt notice in writing of the assertion of any claim, the filing of any action or proceeding, or the occurrence of any damage, condemnation offer or other action relating to or affecting the Property.

Section 4.6 Powers and Duties of Lender. Lender may, upon written request, without obligation to do so or liability therefor and without notice: (a) release all or any part of the Property from the lien of this Mortgage; (b) consent to the making of any map or plat of the Property; and (c) join in any grant of easement or declaration of covenants and restrictions with respect to the Property, or any extension agreement or any agreement subordinating the lien or charge of this Mortgage. Lender may from time to time apply to any court of competent jurisdiction for aid and direction in the exercise or enforcement of its rights and remedies available under this Mortgage, and may obtain orders or decrees directing, confirming or approving acts in the exercise or enforcement of said rights and remedies. Lender has no obligation to notify any party of any pending sale or any action or proceeding (including, but not limited to, actions in which Borrower or Lender shall be a party) unless held or commenced and maintained by Lender under this Mortgage.

Except in accordance with the express terms and conditions contained in the Agreement, Borrower shall not cause or permit a sale, conveyance, mortgage, grant, bargain, encumbrance, pledge, assignment, or grant of any options with respect to, or any other transfer or disposition (directly or indirectly, voluntarily or involuntarily, by operation of law or otherwise, and whether or not for consideration or of record) of any legal or beneficial interest in the Property or any part thereof.

ARTICLE 5 - DUE ON SALE/ENCUMBRANCE
ARTICLE 6 - RIGHTS AND REMEDIES UPON DEFAULT

Section 6.1 Remedies. The occurrence of a default of any of the terms, provisions or covenants under this Mortgage and/or a breach of any representations or warranties herein, subject to any applicable notice and cure periods set forth herein shall constitute an Event of Default hereunder and under the Agreement. Likewise, the occurrence of an Event of Default under the Agreement and/or any other Loan Documents shall constitute an Event of Default under this Mortgage. During the continuance of any Event of Default under this Mortgage, the Agreement or any other Loan Documents, Borrower agrees that Lender may take such action, without notice or demand, as it deems advisable to protect and enforce its rights against Borrower and in and to the Property, including, but not limited to, the following actions, each of which may be pursued concurrently or otherwise, at such time and in such order as Lender may determine, in its sole discretion, without impairing or otherwise affecting the other rights and remedies of Lender:

- (a) declare the entire unpaid Debt to be immediately due and payable;

(b) institute proceedings, judicial or otherwise, for the complete or partial foreclosure of this Mortgage under any applicable provision of law, in which case the Property or any interest therein or any part thereof may be sold for cash or upon credit in one or more parcels or in several interests or portions and in any order or manner;

(c) with or without entry, to the extent permitted and pursuant to the procedures provided by applicable law, institute proceedings for the partial foreclosure of this Mortgage for the portion of the Debt then due and payable, subject to the continuing lien and security interest of this Mortgage for the balance of the Debt not then due, unimpaired and without loss of priority;

(d) sell for cash or upon credit the Property or any part thereof and all estate, claim, demand, right, title and interest of Borrower therein and rights of redemption thereof, pursuant to power of sale or otherwise, at one or more sales, as an entirety or in parcels, at such time and place, upon such terms and after such notice thereof as may be required or permitted by law;

(e) upon sale of the Property at any judicial foreclosure, credit bid (as determined by Lender in its sole discretion) all or any portion of the Debt and other Obligations. In determining such credit bid, Lender may, but is not obligated to, take into account all or any of the following: (i) appraisals of the Property as such appraisals may be discounted or adjusted by Lender in its sole underwriting discretion; (ii) expenses and costs incurred by Lender with respect to the Property prior to foreclosure; (iii) expenses and costs which Lender anticipates will be incurred with respect to the Property after foreclosure, but prior to resale, including without limitation, costs of structural reports and other due diligence, costs to carry the Property prior to resale, costs of resale (e.g., commissions, attorneys fees, and taxes), Hazardous Materials clean-up and monitoring, deferred maintenance, repair, refurbishment and retrofit, and costs of defending or settling litigation affecting the Property; (iv) declining trends in real property values generally and with respect to properties similar to the Property; (v) anticipated discounts upon resale of the Property as a distressed or foreclosed property; (vi) the existence of additional collateral, if any, for the Debt and any other Obligations; and (vii) such other factors or matters that Lender deems appropriate. Borrower acknowledges and agrees that: (A) Lender is not required to use any or all of the foregoing factors to determine the amount of its credit bid; (B) this Section does not impose upon Lender any additional obligations that are not imposed by law at the time the credit bid is made; (C) the amount of Lender's credit bid need not have any relation to any loan-to-value ratios specified in any agreement between Borrower and Lender or previously discussed by Borrower and Lender; and (D) Lender's credit bid may be, at Lender's sole discretion, higher or lower than any appraised value of the Property.

(f) institute an action, suit or proceeding in equity for the specific performance of any covenant, condition or agreement contained herein, in the Note, the Agreement or in the other Loan Documents;

(g) recover judgment on the Note either before, during or after any proceedings for the enforcement of this Mortgage or the other Loan Documents;

(h) seek and obtain the appointment of a receiver, trustee, liquidator or conservator of the Property, ex parte and without notice (notice being hereby expressly waived), and without regard for the adequacy of the security for the Debt and without regard for the solvency of Borrower, any guarantor, indemnitor with respect to the Loan or of any Obligor liable for the payment of the Debt;

(i) the license granted to Borrower under Section 1.2 hereof shall automatically be revoked, and Lender may enter into or upon the Property, either personally or by its agents, nominees or attorneys and dispossess Borrower and its agents and servants therefrom, without liability for trespass, damages or otherwise and exclude Borrower and its agents or servants wholly therefrom, and take possession of all books, records and accounts relating thereto and Borrower agrees to surrender possession of the Property and of such books, records and accounts to Lender upon demand, and thereupon Lender may (i) use, operate, manage, control, insure, maintain, repair, restore and otherwise deal with all and every part of the Property and conduct the business thereat; (ii) complete any construction on the Property in such manner and form as Lender deems advisable; (iii) make alterations, additions, renewals, replacements and improvements to or on the Property; (iv) exercise all rights and powers of Borrower with respect to the Property, whether in the name of Borrower or otherwise, including, without limitation, the right to make, cancel, enforce or modify Leases, obtain and evict tenants, and demand, sue for, collect and receive all Rents; (v) require Borrower to pay monthly in advance to Lender, or any receiver appointed to collect the Rents, the fair and reasonable rental value for the use and occupation of such part of the Property as may be occupied by Borrower; (vi) require Borrower to vacate and surrender possession of the Property to Lender or to such receiver and, in default thereof, Borrower may be evicted by summary proceedings or otherwise; and (vii) apply the receipts from the Property to the payment of the Debt, in such order, priority and proportions as Lender shall deem appropriate in its sole discretion after deducting therefrom all expenses (including reasonable attorneys' fees) incurred in connection with the aforesaid operations and all amounts necessary to pay the taxes, insurance premiums and other expenses in connection with the Property, as well as just and reasonable compensation for the services of Lender, its counsel, agents and employees;

(j) exercise any and all rights and remedies granted to a secured party upon default under the Uniform Commercial Code, including, without limiting the generality of the foregoing: (i) the right to take possession of the fixtures, the equipment, the personal property, or any part thereof, and to take such other measures as Lender may deem necessary for the care, protection and preservation of the same; and (ii) request Borrower at its expense to assemble the fixtures, the equipment, or the personal property and make it available to Lender at a convenient place acceptable to Lender. Any notice of sale, disposition or other intended action by Lender with respect to the fixtures, the equipment, or the personal property sent to Borrower in accordance with the provisions hereof at least ten (10) days prior to such action, shall constitute commercially reasonable notice to Borrower;

(k) apply any sums then deposited or held in escrow or otherwise by or on behalf of Lender in accordance with the terms of the Agreement, this Mortgage or any other Loan Document to the payment of the following items in any order in its sole discretion: (i) taxes; (ii) insurance premiums; (iii) interest on the unpaid principal balance of the Note; (iv) amortization of the unpaid principal balance of the Note; or (v) all other sums payable pursuant to the Note, the Agreement, this Mortgage and the other Loan Documents, including, without limitation, advances made by Lender pursuant to the terms of this Mortgage; or

(l) pursue such other remedies as Lender may have under applicable law.

In the event of a sale, by foreclosure, power of sale or otherwise, of less than all of Property, this Mortgage shall continue as a lien and security interest on the remaining portion of the Property unimpaired and without loss of priority.

Section 6.2 Application of Proceeds. The purchase money, proceeds and avails of any disposition of the Property, and or any part thereof, or any other sums collected by Lender pursuant to the Note, this Mortgage or the other Loan Documents, may be applied by Lender to the payment of the Debt in such priority and proportions as Lender in its discretion shall deem proper.

Section 6.3 Right to Cure Defaults. During the continuance of any Event of Default, Lender may, but without any obligation to do so and without notice to or demand on Borrower and without releasing Borrower from any obligation hereunder, make any payment or do any act required of Borrower hereunder in such manner and to such extent as Lender may deem necessary to protect the security hereof. Lender is authorized to enter upon the Property for such purposes, or appear in, defend, or bring any action or proceeding to protect its interest in the Property or to foreclose this Mortgage or collect the Debt, and the cost and expense thereof (including reasonable attorneys' fees to the extent permitted by law), with interest as provided in this Section 6.3, shall constitute a portion of the Debt and shall be due and payable to Lender upon demand. All such costs and expenses incurred by Lender in remedying such Event of Default or such failed payment or act or in appearing in, defending, or bringing any such action or proceeding shall bear interest at the Default Rate, for the period after notice from Lender that such cost or expense was incurred to the date of payment to Lender. All such costs and expenses incurred by Lender together with interest thereon calculated at the Default Rate shall be deemed to constitute a portion of the Debt and be secured by this Mortgage and the other Loan Documents and shall be immediately due and payable upon demand by Lender therefor.

Section 6.4 Actions and Proceedings. Lender has the right to appear in and defend any action or proceeding brought with respect to the Property and to bring any action or proceeding, in the name and on behalf of Borrower, which Lender, in its discretion, decides should be brought to protect its interest in the Property.

Section 6.5 Recovery of Sums Required To Be Paid. Lender shall have the right from time to time to take action to recover any sum or sums which constitute a part of the Debt as the same become due, without regard to whether or not the balance of the Debt shall be due, and without prejudice to the right of Lender thereafter to bring an action of foreclosure, or any other action, for a default or defaults by Borrower existing at the time such earlier action was commenced.

Section 6.6 No Cure or Waiver. Neither Lender's or any receiver's entry upon and taking possession of the Property, nor any collection of rents, insurance proceeds, condemnation proceeds or damages, other security or proceeds of other security, or other sums, nor the application of any collected sum to the Debt or any other Obligation, nor the exercise of any other right or remedy by Lender or any receiver shall impair the status of the security of this Mortgage, or cure or waive any breach, default or notice of default under this Mortgage, or nullify the effect of any notice of default or sale (unless all Debt and Obligations and any other sums then due hereunder have been paid in full and Borrower has cured all other defaults), or prejudice Lender in the exercise of any right or remedy, or be construed as an affirmation by Lender of any tenancy, lease or option of the Property or a subordination of the lien of this Mortgage.

Section 6.7 Costs, Expenses and Attorneys' Fees. Borrower agrees to pay to Lender immediately upon demand the full amount of all payments, advances, charges, costs and expenses, including court costs and reasonable attorneys' fees (to include outside counsel fees and all allocated costs of Lender's in-house counsel), expended or incurred by Lender pursuant to this Article 6, whether incurred at the trial or appellate level, in an arbitration proceeding or

otherwise, and including any of the foregoing incurred in connection with any bankruptcy proceeding (including without limitation, any adversary proceeding, contested matter or motion brought by Lender or any other person) relating to Borrower or in any way affecting any of the Property or Lender's ability to exercise any of its rights or remedies with respect thereto. All of the foregoing shall be paid by Borrower with interest from the date of demand until paid in full at the Default Rate.

ARTICLE 7 - WAIVERS

Section 7.1 Waiver of Statute of Limitations. To the extent permitted by applicable law, Borrower hereby expressly waives and releases to the fullest extent permitted by law, the pleading of any statute of limitations as a defense to payment of the Debt or performance of its other Obligations.

ARTICLE 8 - APPLICABLE LAW

Section 8.1 Governing Law. This Mortgage shall be governed in accordance with the terms and provisions of Section 10.9 of the Agreement as set forth in this Section 8.

Section 8.2 Provisions Subject to Applicable Law. All rights, powers and remedies provided in this Mortgage may be exercised only to the extent that the exercise thereof does not violate any applicable provisions of law and are intended to be limited to the extent necessary so that they will not render this Mortgage invalid, unenforceable or not entitled to be recorded, registered or filed under the provisions of any applicable law. If any term of this Mortgage or any application thereof shall be invalid or unenforceable, the remainder of this Mortgage and any other application of the term shall not be affected thereby.

Section 8.3 Local Law Provisions

(a) Consent to the Appointment of a Receiver. Borrower hereby expressly consents to the appointment of a receiver, trustee, liquidator, or conservator of the Property.

(b) Indiana Responsible Property Transfer Law. (Ind. Code 13-25-3-1 *et seq.*). For purposes of this Mortgage, Borrower hereby expressly states the Property does not constitute "property" within the meaning of Ind. Code 13-11-2-174.

(c) Maturity Date. The Maturity Date of the Note is Oct 31, 2016.

(d) Future Advances. This Mortgage secures future advances and future obligations as provided or referred to herein and is governed by the provisions of Ind. Code 32-29-1-10 as amended. This Mortgage secures any future advances by Lender to Borrower or any future obligations of Borrower to Lender, without regard to whether any such advances or obligations are optional or obligatory, contractual or otherwise; provided, however, that the total principal amount of future advance and future obligations secured by this Mortgage shall not exceed, at any time, \$900,000.00 plus such other amounts referred to herein and plus the costs of protecting and preserving the Property and the lien of this Mortgage paid by Lender pursuant to this Mortgage. Nothing herein shall be deemed to obligate Lender to make any future advances to Borrower. The maximum amount of the Debt and Obligations secured by this Mortgage at any one time in all events shall not exceed \$900,000.00.

(e) Definitions. Terms used in this Section 8 that are not otherwise defined are given the same meaning as set forth in this Mortgage. The following terms and references (for purposes of this Section 8 only) shall mean the following:

(i) **"Applicable Law"** means statutory and case law in the State, including, but not by way of limitation, Mortgages, Ind. Code 32-29, Mortgage Foreclosure Actions, Ind. Code 32-30-10, Receiverships, Ind. Code 32-30-5, and the Uniform Commercial Code - Secured Transactions, Ind. Code 26-1-9.1 (the "UCC"), as amended, modified and/or recodified from time to time; provided, however, if by reason of mandatory provisions of law, the perfection, the effect of perfection or nonperfection, and the priority of a security interests in any personal property are governed by the Uniform Commercial Code as in effect in a jurisdiction other than the State, "UCC" shall mean the Uniform Commercial Code as in effect in such other jurisdiction for purposes of the provisions hereof relating to perfection, effect of perfection or non-perfection, and the priority of the security interests in any such personal property.

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

(iii) **"State"** means the state in which the Property is located.

(f) Debt Secured. The term **"Debt"** as defined in this Mortgage shall include, without limitation, any judgment(s) or final decree(s) rendered to collect any money obligations of Borrower to Lender and/or to enforce the performance or collection of all covenants, agreements, other obligations and liabilities of Borrower under this Mortgage or any or all of the other Loan Documents; provided, however, such Debt shall not include any judgment(s) or final decree(s) rendered in another jurisdiction, which judgment(s) or final decree(s) would be unenforceable by a State Court pursuant to Ind. Code 34-54-3-4. The obtaining of any judgment by Lender (other than a judgment foreclosing this Mortgage) and any levy of any execution under any such judgment upon the Property shall not affect in any manner or to any extent the lien of this Mortgage upon the Property or any part thereof, or any liens, powers, rights and remedies of Lender; but such liens, powers, rights and remedies shall continue unimpaired as before until the judgment or levy is satisfied.

(g) Rights and Remedies under Applicable Law. Notwithstanding anything in this Mortgage or any of the other Loan Documents to the contrary, Lender shall be entitled to all rights and remedies that a Lender would have under Applicable Law. In the event of any inconsistency between the provisions of this Mortgage and the provisions of Applicable Law, the provisions of Applicable Law shall take precedence over the provisions of this Mortgage, but shall not invalidate or render unenforceable any other provisions of this Mortgage that can be construed in a manner consistent with Applicable Law. Conversely, if any provision of this Mortgage shall grant to Lender any rights or remedies upon default of Borrower which are more limited than the rights or remedies that would otherwise be vested in this Mortgage under Applicable Law in the absence of said provision, Lender shall be vested with the rights and remedies granted under Applicable Law. Notwithstanding any provision in this Mortgage relating to a power of sale or other provision for sale of the Property upon an Event of Default other than under a judicial proceeding, any sale of the Property pursuant to this Mortgage will be made through a judicial proceeding, except as otherwise may be permitted under the UCC. No delay, failure or discontinuance of Lender in exercising any right, power or remedy hereunder shall affect or operate as a waiver of such right, power or remedy; nor shall any single or partial

exercise of any such right, power or remedy preclude, waive or otherwise affect any other or further exercise thereof or the exercise of any other right, power or remedy.

(h) Unenforceable Remedies. To the extent Applicable Law limits: (i) the availability of the exercise of any of the remedies set forth in this Mortgage, including without limitation the remedies involving a power of sale on the part of Lender and the right of Lender to exercise self-help in connection with the enforcement of the terms of this Mortgage, or (ii) the enforcement of waivers and indemnities made by Borrower, such remedies, waivers, or indemnities shall be exercisable or enforceable, any provisions in this Mortgage to the contrary notwithstanding, if, and to the extent, permitted by the laws in force at the time of the exercise of such remedies or the enforcement of such waivers or indemnities without regard to whether such remedies, waivers or indemnities were enforceable at the time of the execution and delivery of this Mortgage.

(i) Non-Waiver. Nothing in this Mortgage is intended to constitute a waiver of deficiency under Ind. Code 32-29-7-5, nor a consent by Lender to such a waiver.

(j) Consolidation of Actions. If Lender brings an action in the State to recover judgment under any of the other Loan Documents and during the pendency of such action brings a separate action in the State under this Mortgage, or if Lender brings an action in the State under the Mortgage and during the pendency of such action brings a separate action in the State under any one of the other Loan Documents, such actions shall be consolidated if and to the extent required pursuant to Ind. Code 32-30-10-10.

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

(l) Application of Proceeds of Foreclosure Sale. The proceeds of any foreclosure sale of the Property shall be distributed and applied pursuant to this Mortgage and the Agreement, to the extent permitted by Applicable Law.

Name of Debtor:

American Rentals, LLC

c/o Antoine Johnson
2918 W 84th Court
Merrillville IN 46410

Type of Organization: Limited Liability Company
State of Organization: Indiana
Name of Secured Party: Jena C. Montera I Trust
Address of Secured Party: 11550 Decatur St, Westminster, CO 80234
Record Owner of Land and Improvements: American Rentals, LLC

ARTICLE 9 - DEFINITIONS

Unless the context clearly indicates a contrary intent or unless otherwise specifically provided herein, words used in this Mortgage may be used interchangeably in singular or plural form and the word “**Borrower**” shall mean “each Borrower and any subsequent owner or owners of the Property or any part thereof or any interest therein,” the word “**Lender**” shall mean “Lender and any subsequent holder of the Note,” the word “**Note**” shall mean “the Note and any other evidence of indebtedness secured by this Mortgage,” the word “**Property**” shall include any portion of the Property and any interest therein, and the phrases “**attorneys’ fees**”, “**legal fees**” and “**counsel fees**” shall include any and all reasonable attorneys’, paralegal and law clerk fees and disbursements, including, but not limited to, fees and disbursements at the pre-trial, trial and appellate levels incurred or paid by Lender in protecting its interest in the Property, the Leases and the Rents and enforcing its rights hereunder.

ARTICLE 10 - MISCELLANEOUS PROVISIONS

Section 10.1 No Oral Change This Mortgage and any provisions hereof, may not be modified, amended, waived, extended, changed, discharged or terminated orally or by any act or failure to act on the part of Borrower or Lender, but only by an agreement in writing signed by the party against whom enforcement of any modification, amendment, waiver, extension, change, discharge or termination is sought.

Section 10.2 Successors and Assigns. This Mortgage shall be binding upon and inure to the benefit of Borrower and Lender and their respective successors and assigns forever.

Section 10.3 Inapplicable Provisions. If any term, covenant, or condition of the Agreement, the Note, or this Mortgage is held to be invalid, illegal or unenforceable in any respect, the Agreement, the Note and this Mortgage shall be construed without such provision.

Section 10.4 Headings, Etc. The headings and captions of various Sections of this Mortgage are for convenience of reference only and are not to be construed as defining or limiting, in any way, the scope or intent of the provisions hereof.

Section 10.5 Number and Gender. Whenever the context may require, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns and pronouns shall include the plural and vice versa.

Section 10.6 Subrogation. If any or all of the proceeds of the Note have been used to extinguish, extend or renew any indebtedness heretofore existing against the Property, then, to the extent of the funds so used, Lender shall be subrogated to all of the rights, claims, liens, titles, and

interests existing against the Property heretofore held by, or in favor of, the holder of such indebtedness and such former rights, claims, liens, titles, and interests, if any, are not waived but rather are continued in full force and effect in favor of Lender and are merged with the lien and security interest created herein as cumulative security for the repayment of the Debt, the performance and discharge of Borrower's obligations hereunder, under the Agreement, the Note and the other Loan Documents and the performance and discharge of the Other Obligations.

Section 10.7 Entire Agreement. The Note, the Agreement, this Mortgage and the other Loan Documents constitute the entire understanding and agreement between Borrower and Lender with respect to the transactions arising in connection with the Debt and supersede all prior written or oral understandings and agreements between Borrower and Lender with respect thereto. Borrower hereby acknowledges that, except as incorporated in writing in the Note, the Agreement, this Mortgage and the other Loan Documents, there are not, and were not, and no Persons are or were authorized by Lender to make, any representations, understandings, stipulations, agreements or promises, oral or written, with respect to the transaction which is the subject of the Note, the Agreement, this Mortgage and the other Loan Documents.

Section 10.8 Limitation on Lender's Responsibility. No provision of this Mortgage shall operate to place any obligation or liability for the control, care, management or repair of the Property upon Lender, nor shall it operate to make Lender responsible or liable for any waste committed on the Property by the tenants or any other Person, or for any dangerous or defective condition of the Property, or for any negligence in the management, upkeep, repair or control of the Property resulting in loss or injury or death to any tenant, licensee, employee or stranger. Nothing herein contained shall be construed as constituting Lender a "mortgagee in possession."

Section 10.9 After-Acquired Property. All property acquired by Borrower after the date of this Mortgage which by the terms of this Mortgage shall be subject to the Lien and the security interest created hereby, shall immediately upon the acquisition thereof by Borrower and without further amendment, modification, supplement, conveyance or assignment become subject to the Lien and security interest created by this Mortgage. Nevertheless, Borrower shall execute, acknowledge, deliver and record or file, as appropriate, all and every such further amendments, modifications, supplements, security agreements, financing statements, assignments and assurances as Lender shall require for accomplishing the purposes of this Mortgage.

Section 10.10 Counterparts. This Mortgage may be executed in any number of counterparts, each of which shall be effective only upon delivery and thereafter shall be deemed an original, and all of which shall be taken to be one and the same instrument, for the same effect as if all parties hereto had signed the same signature page. Any signature page of this Mortgage may be detached from any counterpart of this instrument without impairing the legal effect of any signatures thereon and may be attached to another counterpart of this instrument identical in form hereto but having attached to it one or more additional signature pages.

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IN WITNESS WHEREOF, this Mortgage has been executed by Borrower as of the day and year first above written.

BORROWER:

AMERICAN RENTALS LLC,
an Indiana limited liability company

By: *[Signature]*
Name: Michal Kohls
Title: member

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this 13th day of October, 2015
by _____, as _____ of American Rentals LLC, an
Indiana limited liability company.

Witness my hand and official seal.

[Seal]



EXHIBIT A

Description of Property

Parcel 1

Lot 19 and the North 12 and 1/2 feet of Lot 20 in Seroczynski's First Addition to Jackson Park, in the City of Gary, as per plat thereof, recorded in Plat Book 7, page 21, in the Office of the Recorder of Lake County, Indiana.

25-47-0035-0019 / 45-08-28-230-023.000-004

3856 Jefferson Street, Gary, IN 46408

Parcel 2

Lot 2 Except the North 80 feet thereof, Block 2, Second Subdivision, to Oakington Park, in the City of Gary, as shown in Plat Book 11, page 32, in Lake County, Indiana.

25-46-0125-0002 / 45-08-28-303-017.000-004

4134 Buchanan Street, Gary, IN 46408

Parcel 3

Lot Numbered 7 and 8 in Patterson and Stout's 1st Subdivision as per plat thereof recorded in Plat Book 9, page 25, in the Office of the Recorder of Lake County, Indiana.

25-46-0346-0007 / 45-08-28-408-005.000-004

4225 Monroe Street, Gary, IN 46408

Parcel 4

Lot 9 and 10, Block 3, Glendale Subdivision, City of Gary, as shown in Plat Book 11, page 7, Lake County, Indiana.

25-43-0271-0009 / 45-08-28-353-017.000-004

4332 Buchanan Street, Gary, IN 46408

Parcel 5

The North Half of Lot 8, in Block 2 in Second Subdivision to Oakington Park, in the City of Gary, as per plat thereof, recorded in Plat Book 11, page 32 in the Office of the Recorder of Lake County, Indiana.

25-46-0125-0012 / 45-08-28-303-006.000-004

4153 Lincoln Street, Gary, IN 46408

Parcel 6

Lot 29, in Block 8, in Glendale Subdivision, to the City of Gary, as per plat thereof, recorded in Plat Book 11, page 7, in the Office of the Recorder of Lake County, Indiana.

25-43-0276-0029 / 45-08-28-356-011.000-004

4469 Lincoln Street, Gary, IN 46408

Parcel 7

Lots 13 and 14 and the North One-half (1/2) of Lot 15, Block 7, Sanford Tubb's 2nd Addition to Gary, as shown in Plat Book 6, page 34, Lake County, Indiana.

25-47-0009-0013 / 45-08-28-185-024.000-004

4048 Tyler Street, Gary, IN 46408

Parcel 8

Lot Numbered 12 and the North 1/2 of Lot 13, in Block 11 as shown on the recorded plat of Gary Heights in the City of Gary as per plat thereof, recorded in Plat Book 20 Page 13 in the Office of the Recorder of Lake County, Indiana.

25-43-0163-0012 / 45-08-07-251-019.000-004

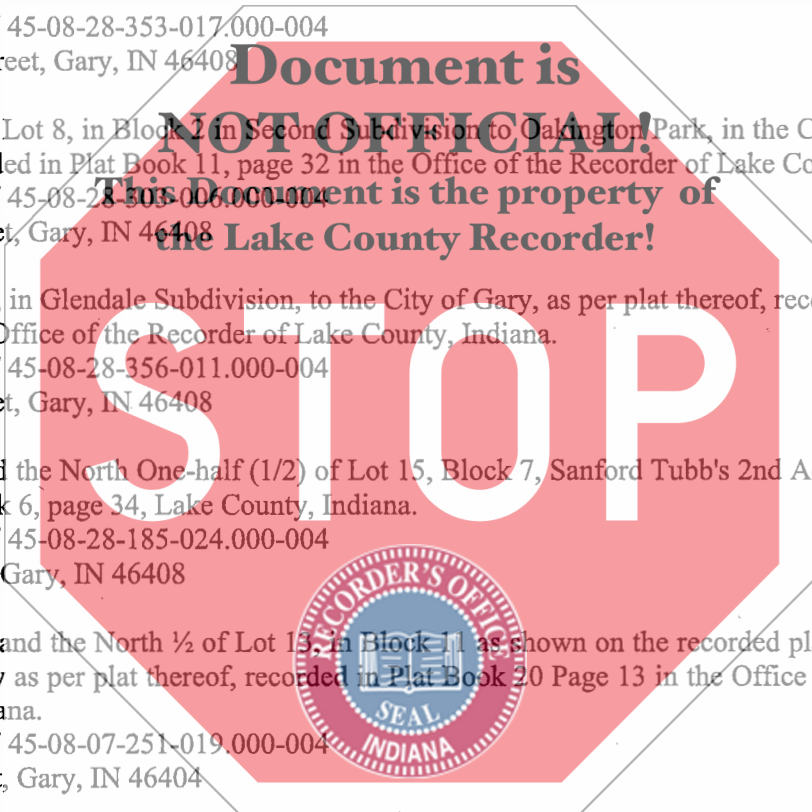
1134 Bigger Street, Gary, IN 46404

Parcel 9

Lot Numbered 34, except the South 15 feet thereof, and all of Lot Numbered 35 in Block 2 in E.B. Ellias Subdivision, in the City of Gary, as per plat thereof recorded in Plat Book 2, page 30 in the Office of the Recorder of Lake County, Indiana.

25-42-0283-0035 / 45-08-08-476-007.000-004

1955 Cleveland Street, Gary, IN 46404



Parcel 10

Lot Numbered 19 in Block 4 as shown on the recorded plat of Wooded Grove Addition to Gary recorded in Plat book 27 page 62 in the Office of the Recorder of Lake County, Indiana.

25-47-0424-0019 / 45-08-17-204-016.000-004

2146 Cleveland Street, Gary, IN 46404

Parcel 11

Lot Numbered 1 and the West 1/2 of Lot Numbered 2 in Block 24 in Gary Heights, in the City of Gary, as per plat thereof recorded in Plat Book 20, page 13 in the Office of the Recorder of Lake County, Indiana.

25-43-0176-0001 / 45-08-07-133-001.000-004

4035 West 10th Avenue, Gary, IN 46404

Parcel 12

Lot Numbered 6 in Block 2 in Georgetown Addition in the City of Gary, as per plat thereof recorded in Plat Book 30, page 17 in the Office of the Recorder of Lake County, Indiana.

25-43-0420-0006 / 45-08-34-177-006.000-004

501 East 47th Place, Gary, IN 46409

Parcel 13

Lot Numbered 30 in Block 5 in New Brunswick Addition to Gary, as per plat thereof recorded in Plat Book 14, page 16 in the Office of the Recorder of Lake County, Indiana.

25-46-0072-0030 / 45-07-01-407-028.000-004

552 Mount Street, Gary, Indiana 46406

Parcel 14

Lot Numbered 13, Block 5 as shown on the recorded plat of Waverly Park Subdivision, to the City of Gary recorded in Plat Book 27, page 1 in the Office of the Recorder of Lake County, Indiana.

25-47-0414-0013 / 45-08-05-355-011.000-004

780 Taney Place, Gary, IN 46404

Parcel 15

Lot Numbered 11 and the North 1/2 of Lot Numbered 12 in Block 5 in South Broadway Land Co. Sixth South Broadway Addition to Gary, as per plat thereof recorded in Plat Book 9, page 4 in the Office of the Recorder of Lake County, Indiana.

25-47-0087-0008 / 45-08-27-109-006.000-004

3829 Pennsylvania Street, Gary, IN 46409

Parcel 16

Lots Numbered 29 and 30 in Block 3 in Patterson and Stout's First Subdivision, in the City of Gary, as per plat thereof recorded in Plat Book 9, page 25 in the Office of the Recorder of Lake County, Indiana.

25-46-0345-0032 / 45-08-28-407-025.000-004

4268 Monroe Street, Gary, IN 46408.

Parcel 17

Lots Numbered 43 and 44 in Block 3 in Glendale Subdivision, in the City of Gary, as per plat thereof recorded in Plat Book 11, page 7 in the Office of the Recorder of Lake County, Indiana.

25-43-0271-0043 / 45-08-28-353-003.000-004

4317 Lincoln Street, Gary, IN 46408.

Parcel 18

Lots Numbered 37 and 38 in Block 3 in Glendale Subdivision, in the City of Gary, as per plat thereof recorded in Plat Book 11, page 7 in the Office of the Recorder of Lake County, Indiana.

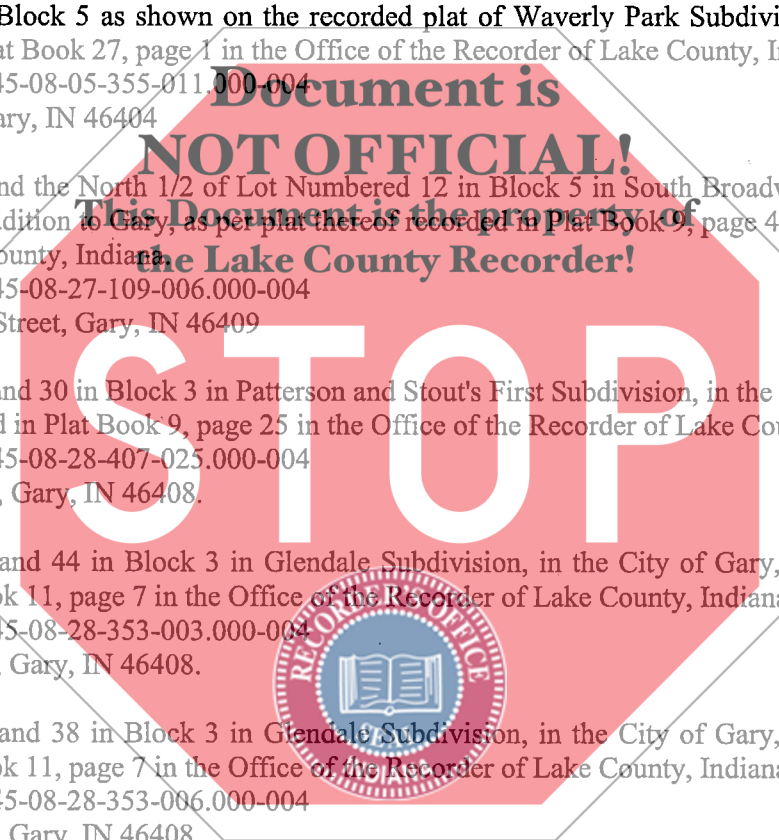
25-43-0271-0037 / 45-08-28-353-006.000-004

4341 Lincoln Street, Gary, IN 46408

Parcel 19

Lot Numbered 38, except the North 20 feet thereof, all of Lot Numbered 39, and Lot Numbered 40, except the South 5 feet thereof, in Block 2 in Tolleston Heights, in the City of Gary, as per plat thereof recorded in Plat Book 2, page 37 in the Office of the Recorder of Lake County, Indiana.

25-47-0152-0041 / 45-08-28-455-024.000-004



Parcel 20

Lot Numbered 4, except the East 13 feet thereof, all of Lot Numbered 5, and the East 7 feet of Lot Numbered 6 in Block 4 in South Gary Subdivision, in the City of Gary, as per plat thereof recorded in Plat Book 7, page 13 in the Office of the Recorder of Lake County, Indiana, EXCEPT those parts of said Lots taken for 35th Avenue.

25-47-0093-0005 / 45-08-22-451-012.000-004

878 East 35th Court, Gary, IN 46409

Parcel 21

Lots Numbered 19, 20, and 21 in Block 10 in Glendale Subdivision as per plat thereof recorded in Plat Book 11, page 7 in the Office of the Recorder of Lake County, Indiana.

25-43-0278-0021 / 45-08-28-354-023.000-004

1506 West 45th Avenue, Gary, IN 46402

Parcel 22

Lots Numbered 3, 4, and 5 in Rundell's Fourth Addition to Tolleston, in the City of Gary, as per plat thereof recorded in Plat Book 8, page 10 in the Office of the Recorder of Lake County, Indiana.

25-46-0473-0003 / 45-08-08-407-016.000-004

25-46-0473-0004 / 45-08-08-407-017.000-004

1712 Roosevelt Street, Gary, IN 46404

Parcel 23

The South 40 feet of the North 80 feet of Lot numbered 9 in Block 1 in Second Subdivision to Oakington Park, in the City of Gary, as per plat thereof recorded in Plat Book 11, page 32, in the Office of the Recorder of Lake County, Indiana.

25-46-0124-0013 / 45-08-28-304-003.000-004

4127 Buchanan Street, Gary, IN 46408

Parcel 24

Lot 12 in Block 19 in Resubdivision of Gary Land Company's Thirteenth Subdivision, in the City of Gary, as per plat thereof recorded in Plat Book 19, page 10, in the Office of the Recorder of Lake County, Indiana.

25-44-0345-0012 / 45-08-03-404-021.000-004

578 Tennessee Street, Gary, IN 46402

Parcel 25

Lot Numbered 13 in Block 1 in Gary Hillcrest Addition to the City of Gary, as per plat thereof recorded in Plat Book 28, page 57 in the Office of the Recorder of Lake County, Indiana.

25-43-0416-0013 / 45-08-08-453-027.000-004

1962 McKinley Street, Gary, IN 46404

Parcel 26

Lots Thirty-six (36) and Thirty-seven (37), Block Five (5); Washington Park Second Addition to Gary, Lake County, Indiana.

25-47-0206-0036 / 45-08-17-232-009-000-004

2145 Hayes Street, Gary, IN 46404

Parcel 27

The South Two (2) feet of Lot 15 and the North 24.81 feet of Lot 16, in Seroczynski's First Addition to Jackson Park, City of Gary, as shown in Plat Book 7, page 21, Lake County, Indiana.

25-47-0035-0014 / 45-08-28-230-020.000-004

3844 Jefferson Street, Gary, IN 46408

Parcel 28

Lot 18 in Seroczynski's First Addition to Jackson Park, in the City of Gary as per plat thereof, recorded in Plat Book 7, page 21 in the Office of the Recorder of Lake County, Indiana.

25-47-0035-0018 / 45-08-28-230-022.000-004

3852 Jefferson Street, Gary, IN 46408



Parcel 29

Lot 30 and the South 5 feet of Lot 31 in Block 6 in South Broadway Land Company's Woodland Park Addition to Gary, as per plat thereof, recorded December 23, 1911 in Plat Book 10, page 8, in the Office of the Recorder of Lake County, Indiana.

25-47-0329-0027 / 45-08-27-335-010.000-004

4265 Maryland Street, Gary, IN 46409

Parcel 30

Lot 6 and 7 in Block 1 in Glendale Subdivision, in the City of Gary, as per plat thereof, recorded in Plat Book 11, page 7, in the Office of the Recorder of Lake County, Indiana.

25-43-0269-0007 / 45-08-28-351-017.000-004

4320 Johnson Street, Gary, IN 46408

Parcel 31

Lot 27 in Block 8 in Kelly-Semmes Boulevard Heights Addition to Gary, as per plat thereof, recorded in Plat Book 9, page 23, in the Office of the Recorder of Lake County, Indiana.

25-45-0209-0032 / 45-08-28-483-016.000-004

4430 Broadway, Gary, IN 46408

Parcel 32

Lot Numbered 27 in Block Number 1 in Robert R. Cenek 1st Addition to Gary, as per plat thereof, recorded in Plat Book 17, page 27, in the Office of the Recorder of Lake County, Indiana.

25-42-0056-0027 / 45-08-33-104-019.000-004

4552 Pierce Street, Gary, IN 46408

Parcel 33

Lots Numbered 45 and 46 in Block 6 in Schug Park South Broadway Addition to Gary as per plat thereof recorded in Plat Book 8, page 9 in the Office of the Recorder of Lake County, Indiana.

25-47-0025-0043 / 45-08-22-382-002.000-004

3613 Virginia Street, Gary, IN 46409

Parcel 34

Lot Numbered 81, except the East 36 feet thereof, and all of Lot Numbered 82 in Block 15 in Aetna Securities Company's First Subdivision, in the City of Gary, as per plat thereof recorded in Plat Book 20, page 20 in the Office of the Recorder of Lake County, Indiana.

3500 Oakdale Drive, Gary, IN 46403

25-41-0016-0046 / 45-08-12-176-020.000-004

Parcel 35

Lot Number Sixteen (16) and the North half of Lot Number Seventeen (17), in Block Number Eight (8) as marked and laid down on the recorded plat of Schug Park South Broadway Addition to Gary, as per plat thereof recorded in Plat Book 8, page 9 in the Office of the Recorder of Lake County, Indiana.

25-47-0027-0016/45-08-22-380-028.000-004

3660 Maryland Street, Gary, IN 46409

Parcel 36

Lot 16 and the North 1/2 of Lot 17 in Block 4 in Kelwood Addition to Gary, as per plat thereof, recorded in Plat Book 13, page 14, in the Office of the Recorder of Lake County, Indiana.

25-45-0213-0018 / 45-08-27-358-011.000-004

4465 Pennsylvania Street, Gary, IN 46409

Parcel 37

Lot Numbered 16, and the South 10 feet of Lot Numbered 15 in Block 15 in Ironwood Unit "A", in the City of Gary, as per plat thereof, recorded in Plat Book 21, Page 4 in the Office of the Recorder of Lake County, Indiana.

25-45-0096-0016 / 45-08-15-252-023.000-004

2358 Vermont Street, Indianapolis, IN 46407

