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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

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UPON RECORDATION RETURN TO:

MICHAEL B. SWAN
RECORDER

Attn: John D Alford
Hayes, Alford, Johnson & Conley, PLLC
P.O. Box 11470
Fort Smith, Arkansas 72917

Amount: \$724,000.00
Loan# 2757542484

Document is
REAL ESTATE MORTGAGE, SECURITY AGREEMENT,
ASSIGNMENT OF LEASES, RENTS ISSUES AND PROFITS AND
FIXTURE FINANCING STATEMENT FILING
NOT ORIGINAL
This Document is the property of
the Lake County Recorder!

THIS REAL ESTATE MORTGAGE, ASSIGNMENT OF LEASES, RENTS ISSUES AND PROFITS, SECURITY AGREEMENT AND FIXTURE FINANCING STATEMENT FILING (the "Mortgage") is made as of this 12 day of October, 2015, by ANT Savings Corp., a Florida corporation, by its duly authorized President, Abhiram Garapati whose principal business mailing address is 3844 Hartwood Lane, Jacksonville, FL 32216 (the "Mortgagor"), in favor of Centennial Bank, an Arkansas state chartered bank, whose mailing address is 2110 Fayetteville Road, Van Buren, Arkansas 72956, Attention: Greg Rotter, Market President, its successors and assigns (the "Mortgagee") to secure the repayment of the OBLIGATIONS SECURED as defined in Section 1.2 hereof as follows:

Grant and Indebtedness.

1.1 Grant. For the purpose of securing payment and performance of the Indebtedness defined and described in Section 1.2 below, Mortgagor hereby irrevocably and unconditionally GRANTS, BARGAINS, SELLS, CONVEYS, MORTGAGES and WARRANTS to Mortgagee, with power of sale and with right of entry and possession to the extent permitted under applicable law, and grants a mortgage lien in, all estate, right, title and interest which Mortgagor now has or may later acquire in and to the following property that may be owned by Mortgagor (all or any part of such property, or any interest in all or any part of it, as the context may require, the "Property"):

- (a) The real property located in East Chicago, County of Lake, State of Indiana, as described in Exhibit "A", together with all existing and future improvements, easements and rights affording access to it (the "Premises"); together with
- (b) All buildings, structures and improvements now located or later to be constructed on the Premises (the "Improvements"); together with
- (c) All existing and future appurtenances, privileges, easements, franchises and tenements of the Premises, including all minerals, oil, gas, other hydrocarbons and associated substances which may be in, under or produced from any part of the Premises, all development rights and credits, air rights, water and water rights (whether riparian, appropriative or otherwise, and whether or not appurtenant), and any Premises lying in

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the streets, roads or avenues, open or proposed, in front of or adjoining the Premises and Improvements; together with

(d) (i) any and all leases, ground leases, licenses, rental agreements and occupancy agreements of whatever form now or hereafter affecting all or any part of the Premises or the Improvements, and any and all guarantees, extensions, renewals, replacements and modifications thereof (collectively, the "Leases"), and (ii) all issues, profits, security or other deposits, revenues, royalties, accounts, rights, benefits and income of every nature of and from the Premises or the Improvements, including, without limitation, minimum rents, additional rents, termination payments, bankruptcy claims, forfeited security deposits, damages following default and all proceeds payable under any policy of insurance covering loss of rents resulting from untenability due to destruction or damage to the Premises or the Improvements, together with the immediate and continuing right to collect and receive the same, whether now due or hereafter becoming due, and together with all rights and claims of any kind that Mortgagor may have against any tenant, lessee or licensee under the Leases or against any other occupant of the Premises (collectively, the "Rents"); together with

(e) All goods, materials, supplies, chattels, furniture, fixtures, equipment and machinery now or later to be attached to, placed in or on, or used in connection with the use, enjoyment, occupancy or operation of all or any part of the Premises and Improvements, whether stored on the Premises or elsewhere, including all pumping plants, engines, pipes, ditches and flumes, and also all gas, electric, cooking, heating, cooling, air conditioning, lighting, refrigeration and plumbing fixtures and equipment, all of which shall be considered to the fullest extent of the law to be real property for purposes of this Mortgage; together with

(f) All building materials, equipment, work in process or other personal property of any kind, whether stored on the Premises or elsewhere, which have been or later will be acquired for the purpose of being delivered to, incorporated into or installed in or about the Premises or Improvements; together with

(g) All of Mortgagor's interest in and to all operating accounts, the Loan proceeds, whether disbursed or not, all reserves, and any other bank accounts of Mortgagor maintained with Mortgagee; together with

(h) All rights to the payment of money, accounts, accounts receivable, reserves, deferred payments, refunds, cost savings, payments and deposits, whether now or later to be received from third parties (including all earnest money sales deposits) or deposited by Mortgagor with third parties (including all utility deposits), contract rights, development and use rights, governmental permits and licenses, applications, architectural and engineering plans, specifications and drawings, as-built drawings, chattel paper, instruments, documents, notes, drafts and letters of credit (other than letters of credit in favor of Mortgagee), which arise from or relate to any construction on the Premises or to any business now or later to be conducted on it, or to the Premises and Improvements generally, each to the extent assignable; together with

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(i) All insurance policies pertaining to the Premises and all proceeds, including all claims to and demands for them, of the voluntary or involuntary conversion of any of the Premises, Improvements or the other property described above into cash or liquidated claims, including proceeds of all present and future fire, hazard or casualty insurance policies and all condemnation awards or payments now or later to be made by any public body or decree by any court of competent jurisdiction for any taking or in connection with any condemnation or eminent domain proceeding, and all causes of action and their proceeds for any damage or injury to the Premises, Improvements or the other property described above or any part of them, or breach of warranty in connection with the construction of the Improvements, including causes of action arising in tort, contract, fraud or concealment of a material fact; together with

(j) All books and records pertaining to any and all of the property described above, including computer readable memory and any computer hardware or software necessary to access and process such memory ("**Books and Records**"); together with

(k) All proceeds of, additions and accretions to, substitutions and replacements for, and changes in any of the property described above.

Capitalized terms used above and elsewhere in this Mortgage without definition have the meanings given them in the Loan Agreement referred to in Section 1.2(a)(iii) below.

1.2 Indebtedness.

(a) Mortgagor makes the grant, conveyance, and mortgage set forth in Section 1.1 above, and grants the security interest set forth in Section 3, below, for the purpose of securing the following obligations (collectively, the "**Indebtedness**") in any order of priority that Mortgagee may choose:

(i) Payment of all obligations at any time owing under that certain promissory note (the "**Note**") payable by ANT Savings Corp., a Florida corporation as Borrower to Centennial Bank, an Arkansas state chartered bank as Lender in the aggregate principal amount of Seven Hundred Twenty Four Thousand and 00/100 (\$724,000.00) Dollars with a maturity date of October 7, 2020, unless extended, modified or renewed by Lender; plus all future advances, costs and interest;

(ii) Payment and performance of all obligations of Mortgagor under this Mortgage;

(iii) Payment and performance of all obligations of Borrower under that certain Loan Agreement bearing even date herewith between Borrower, Guarantors and Lender (the "**Loan Agreement**");

(iv) Payment and performance of any obligations of Borrower under any Loan Documents which are executed by Borrower and/or guaranteed by Mortgagor;

(v) Payment and performance of all future advances and other obligations that Mortgagor may agree to pay and/or perform (whether as principal, surety or guarantor) for the benefit of Mortgagee, when a writing evidences the parties' agreement that the advance or obligation be secured by this Mortgage; and

(vi) Payment and performance of all modifications, amendments, extensions, and renewals, however evidenced, of any of the Indebtedness.

(b) Once duly recorded in the office of the County Clerk of Lake County, Indiana, all persons who may have or acquire an interest in all or any part of the Property will be considered to have notice of, and will be bound by, the terms of this Mortgage and each other agreement or instrument made or entered into in connection with the Indebtedness. Such terms include any provisions in the Note or the Loan Agreement which permit borrowing, repayment and reborrowing, or which provide that the interest rate on the Indebtedness may vary from time to time.

2. **Assignment of Leases and Rents.** Mortgagor hereby assigns all leases and pledges all rents as security for the payment and performance of the Indebtedness owing to Lender.

3. **Grant of Security Interest.**

3.1 **Security Agreement.** The parties intend for this Mortgage to create a lien on the Property, and a collateral assignment of the Leases, all in favor of Mortgagee. The parties acknowledge that some of the Property and some or all of the Leases and Rents may be determined under applicable law to be personal property or fixtures. This Mortgage constitutes a security agreement under the Uniform Commercial Code of the State of Indiana (the "UCC"), covering all such Property, Leases and Rents.

3.2 **Financing Statements.** Mortgagor authorizes Mortgagee, at the cost of Mortgagor, to file one or more financing statements and such other documents as Mortgagee may from time to time reasonably require to perfect or continue the perfection of Mortgagee's security interest in the Property.

4. **Fixture Filing.**

This Mortgage shall constitute a security agreement as defined in the UCC or in any similar replacement statute hereafter enacted and THIS MORTGAGE SHALL BE EFFECTIVE AS A FINANCING STATEMENT FILED AS A FIXTURE FILING from the date of its filing in the real estate records of the County where the Premises are situated. This document covers goods which are or are to become fixtures.

5. **Rights and Duties of the Parties.**

5.1 **Representations and Warranties.** Mortgagor represents and warrants that:

(a) Mortgagor lawfully possesses and holds fee simple title to all of the Premises and Improvements;



(b) Mortgagor has or will have good title to, or leasehold interests in, all Property;

(c) Mortgagor has the full and unlimited power, right and authority to encumber the Property and assign the contract rights;

(d) This Mortgage creates a valid first and prior lien on the Property, subject to the Permitted Liens. For the purposes of this Mortgage, the term "Permitted Liens" shall mean any lien in existence as of the date of this Mortgage which is expressly acknowledged and accepted by Lender in writing, provided however, that any such acknowledgement or acceptance shall not operate or be interpreted as a subordination of Lender's mortgage.

(e) The Property includes all property and rights which may be reasonably necessary to promote the present beneficial use and enjoyment of the Premises and Improvements;

(f) Except as otherwise expressly disclosed in writing by Mortgagor to Mortgagee, Mortgagor owns any Property which is personal property free and clear of any security agreements, reservations of title or conditional sales contracts, and there is no financing statement affecting such personal property on file in any public office to the best of Mortgagor's knowledge, without independent investigation or inquiry; and

5.2 Taxes and Assessments. Mortgagor shall pay all real estate taxes and assessments and charges of every kind upon the Property before the same become delinquent, provided, however, that Mortgagor shall have the right to pay such tax under protest or to otherwise contest any such tax or assessment, but only if such contest is diligently pursued, has the effect of preventing the collection of such taxes so contested and also of preventing the sale or forfeiture of the Property or any part thereof or any interest therein

5.3 Payment of Indebtedness. Mortgagor shall promptly pay and perform the Indebtedness in accordance with its terms.

5.4 Liens, Charges and Encumbrances. Mortgagor shall immediately discharge any Lien on the Property (other than Permitted Liens) which Mortgagee has not consented to in writing in accordance with the terms of the Loan Agreement.

5.5 Damages and Insurance and Condemnation Proceeds. In the event of any casualty or condemnation of the Property, the following provisions shall govern.

(a) Subject to the provisions of Section 5.5(b) below, Mortgagee may elect to collect, retain and apply upon the Indebtedness all proceeds of insurance or condemnation (individually and collectively referred to as "Proceeds") after deduction of all reasonable out-of-pocket expenses of collection and settlement, including attorneys' and adjusters' fees and charges, to the extent they may suffice to pay the full amount of such Indebtedness then unpaid, and if the same are insufficient to pay such amount in full and Mortgagor does not promptly restore the Property from its own funds, to declare the balance remaining unpaid on the Note and this Mortgage to be due and payable forthwith

and avail itself of any of the remedies afforded thereby as in the case of an Event of Default. Any proceeds remaining after application upon the Indebtedness, as aforesaid, shall be paid by Mortgagee to Mortgagor.

(b) Notwithstanding anything in Section 5.5(a) to the contrary, in the event of any casualty to the Improvements or any condemnation of all or any part of the Property, Mortgagee shall disburse Proceeds to Mortgagor to restore the Improvements if no Event of Default exists and if (i) all Proceeds are deposited with Mortgagee so that Mortgagee may disburse such Proceeds to repair or restore the Improvements in accordance with this Section, (ii) in Mortgagee's reasonable judgment, the amount of Proceeds available for restoration of the Improvements (together with undisbursed proceeds of the Loan, if any, available for such purpose and any sums deposited with Mortgagee by Mortgagor for such purpose) is sufficient to pay the full and complete costs of such restoration, (iii) no material Leases in effect at the time of such casualty or condemnation are terminated as a result of such casualty or condemnation, (iv) in Mortgagee's reasonable determination, the Project can be restored in compliance with applicable laws, including zoning laws and ordinances, and (v) in Mortgagee's reasonable determination, such restoration is likely to be completed not later than the Maturity Date.

(c) In case Mortgagee does not elect to apply or does not have the right to apply the Proceeds to the Indebtedness, as provided in Section 5.5(a) or (b) above, Mortgagor shall proceed with diligence to make settlement with insurers or the appropriate governmental authorities and cause the Proceeds to be deposited with Mortgagee to the extent required by the terms of Section 5.5(a) and (b) above.

(d) In the event of delay in making settlement with insurers or the appropriate governmental authorities or effecting collection of the Proceeds so that the Proceeds will be unavailable when needed for restoration, Mortgagor shall deposit with Mortgagee the amount required to complete restoration as aforesaid.

(e) The Mortgagor shall promptly proceed with the assumption of construction of the Improvements, including the repair of all damage resulting from such fire, condemnation or other cause and restoration substantially to its former condition.

All Proceeds and funds deposited by Mortgagor hereunder shall first be fully disbursed before the disbursement of any further proceeds of the Loan. In the event of deposit by Mortgagor of the amount required to complete construction, as aforesaid, and the subsequent receipt of Proceeds, such Proceeds, as and when received, may be collected and retained by Mortgagor. Any request by Mortgagor for a disbursement by Mortgagee of Proceeds and funds deposited by Mortgagor shall be treated by Mortgagee as if such request were for an advance of the Loan hereunder, and the disbursement thereof shall be conditioned upon Mortgagor's compliance with and satisfaction of the same conditions precedent as would be applicable under the Loan Agreement for an advance of the Loan.

5.6 Maintenance and Preservation of Property.

(a) Mortgagor shall insure the Property as required by the Loan Agreement and keep the Property in good condition and repair.

(b) Mortgagor shall not commit or allow any act upon or use of the Property which would violate (i) any applicable laws or order of any governmental authority, whether now existing or later to be enacted; or (ii) any public or private covenant, condition, restriction or equitable servitude affecting the Property including any qualification or rent restrictions to allow the Property to continue to qualify for all applicable tax credits. Mortgagor shall not bring or keep any article on the Property or cause or allow any condition to exist on it, if that could invalidate or would be prohibited by any insurance coverage required to be maintained by Mortgagor on the Property or any part of it under the Loan Agreement.

(c) Mortgagor shall not commit or allow waste of the Property, including those acts or omissions characterized under the Loan Agreement as waste which arises out of Hazardous Material.

(d) Mortgagor shall perform all other acts which from the character or use of the Property may be reasonably necessary to maintain and preserve its value.

5.7 Release. Unless sooner released pursuant to the terms and conditions of the Loan Agreement, when all of the Indebtedness has been paid in full and all fees and other sums owed by Mortgagor under Section 5.8 of this Mortgage and the other Loan Documents have been received, then this Mortgage shall become null and void. In such event Mortgagee shall, upon Mortgagor's written request, release this Mortgage, the lien created thereby, and all notes and instruments evidencing the Indebtedness. Mortgagor shall pay any reasonable out-of-pocket costs of preparation and recordation of such release.

5.8 Compensation, Exculpation, Indemnification.

(a) To the extent permitted by applicable law, Mortgagor agrees to pay or reimburse Mortgagee for all reasonable costs, expenses and other advances which may be incurred or made by Mortgagee in any efforts to enforce any terms of this Mortgage, including any rights or remedies afforded to Mortgagee under Section 6.3, whether any lawsuit is filed or not, or in defending any action or proceeding arising under or relating to this Mortgage, including attorneys' fees and other legal costs, costs of any Foreclosure Sale (as defined in Section 6.3(i) below) and any cost of evidence of title.

(b) Mortgagee shall not be directly or indirectly liable to Mortgagor or any other person as a consequence of any of the following: (i) Mortgagee's exercise of or failure to exercise any rights, remedies or powers granted to Mortgagee in this Mortgage; (ii) Mortgagee's failure or refusal to perform or discharge any obligation or liability of Mortgagor under any agreement related to the Property or under this Mortgage; or (iii) any loss sustained by Mortgagor or any third party resulting from Mortgagee's failure to lease the Property, or from any other act or omission of Mortgagee in managing the Property, during the continuance of an Event of Default, unless the loss is caused by the

gross negligence, willful misconduct or bad faith of Mortgagee. Mortgagor hereby expressly waives and releases all liability of the types described above, and agrees that no such liability shall be asserted against or imposed upon Mortgagee.

(c) Mortgagor agrees to indemnify Mortgagee against and hold it harmless from all losses, damages, liabilities, claims, causes of action, judgments, court costs, reasonable out-of-pocket attorneys' fees and other legal expenses, cost of evidence of title, cost of evidence of value, and other reasonable out-of-pocket costs and expenses which it may suffer or incur (i) in performing any act required or permitted by this Mortgage or any of the other Loan Documents or by law; (ii) because of any failure of Mortgagor to pay any of the Indebtedness; or (iii) because of any alleged obligation of or undertaking by Mortgagee to perform or discharge any of the representations, warranties, conditions, covenants or other obligations in any document relating to the Property other than the Loan Documents; provided that Mortgagee shall not be entitled to such indemnity with respect to matters resulting from the gross negligence or willful misconduct of Mortgagee. This agreement by Mortgagor to indemnify Mortgagee shall survive the release and cancellation of any or all of the Indebtedness and the full or partial release of this Mortgage.

(d) Unless otherwise required by applicable law, Mortgagor shall pay all obligations to pay money arising under this Section 5.8 within five (5) business days after demand by Mortgagee. Each such obligation shall be added to, and considered to be part of, the principal of the Note, and shall bear interest from the date the obligation arises at the Default Rate.

5.9 Defense and Notice of Claims and Actions. At Mortgagor's sole expense, Mortgagor shall protect, preserve and defend the Property and title to and right of possession of the Property, and the security of this Mortgage and the rights and powers of Mortgagee created under it, against all adverse claims. Mortgagor shall give Mortgagee prompt notice in writing if Mortgagor obtains knowledge that any claim is asserted which does or could affect any such matters, or if any action or proceeding is commenced which alleges or relates to any such claim.

5.10 Subrogation. Mortgagee shall be subrogated to the liens of all encumbrances, whether released of record or not, which are discharged in whole or in part by Mortgagee in accordance with this Mortgage or with the proceeds of any loan secured by this Mortgage.

5.11 Environmental Matters.

(a) Mortgagor hereby represents and warrants to Mortgagee that to the best of its knowledge, without independent investigation or inquiry: (i) except as specifically disclosed in any environmental assessment required by the Loan Agreement (the "Documents"), to the best of its actual knowledge, (a) the Property is free from contamination by Hazardous Materials, and (b) no release of any Hazardous Material has occurred on, onto or about the Property; (ii) except as specifically disclosed in the Documents, the Property materially complies, and will materially comply based on its anticipated use, with all applicable Environmental Laws (as defined in the AREPA) relating to Hazardous Materials; (iii) to Mortgagor's knowledge in connection with the

ownership, operation, and use of the Property, all necessary notices have been filed and all required permits, licenses and other authorizations have been obtained relating to Hazardous Materials or applicable Environmental Laws, including those relating to the generation, treatment, storage, disposal or use of Hazardous Materials; (iv) to the best of its actual knowledge without independent investigation or inquiry (except for the Documents), there is no present, past or threatened investigation, inquiry or proceeding relating to the environmental condition of, or to environmental events on or about, the Property; and (v) it has not, nor will it, release or waive the liability of any previous owner, lessee or operator of the Property or any party who may be potentially responsible for the presence of or removal of Hazardous Materials from the Property, nor has it made promises of indemnification regarding Hazardous Materials on the Property to any party.

(b) Mortgagor shall: (i) materially comply, and cause all other persons on or occupying the Property to materially comply, with all applicable Environmental Laws relating to Hazardous Materials; (ii) not install, use, generate, manufacture, store, treat, release or dispose of, nor permit the installation, use, generation, storage, treatment, release or disposal of, Hazardous Materials on, under or about the Property, except in compliance with all applicable environmental laws; and (iii) promptly advise Mortgagee in writing (and provide copies of all materials) if Mortgagor obtains actual knowledge of (A) any and all environmental proceedings, whether civil (including actions by private parties), criminal, or administrative proceedings, relating to the Property (collectively, "Environmental Proceedings"), and (B) the presence of any material amount of Hazardous Materials on, under or about the Property of which Lender has not previously been advised in writing.

Mortgagor shall promptly perform or with respect to the corrective actions described in the Documents, if any, cause to be performed any and all necessary remedial work ("Remedial Work") required by any Environmental Proceedings; provided, however, that Mortgagor shall perform or cause to be performed such Remedial Work so as to minimize any impairment to Mortgagee's security under the Loan Documents.

(c) Mortgagor shall protect, indemnify, defend and hold Mortgagee and any successors to Mortgagee's interest in the Loan and all directors, officers, employees and agents of all of the aforementioned indemnified parties, harmless from and against any and all claims, liabilities, damages (direct or indirect), fines, penalties, judgments, awards, reasonable out-of-pocket costs and expenses (including, without limitation, reasonable attorneys' fees and costs and expenses of investigation) (collectively "Expenses") which arise out of or relate in any way to any breach of any representation, warranty or covenant contained herein, or any Environmental Proceedings or any use, handling, production, transportation, disposal, release or storage of any Hazardous Materials in, under or on the Property, whether by Mortgagor or any other person, including, without limitation, (i) all foreseeable and all unforeseeable Expenses arising out of (A) all Environmental Proceedings or the use, generation, storage, discharge or disposal of Hazardous Materials by Mortgagor, any prior owner or operator of the Property or any person on or about the Property; (B) any residual contamination affecting any natural resource or the environment as the result of Hazardous Materials on or about the Property; or (C) any exercise by Mortgagor of any of its rights and remedies

hereunder; and (ii) the costs of any required or necessary investigation, assessment, testing, remediation, repair, cleanup, or detoxification of the Property and the preparation of any closure or other required plans. Mortgagor shall pay to Mortgagee from time to time, within five (5) business days after request, an amount equal to such Expenses, as reasonably determined by Mortgagee.

6. **Accelerating Transfers, Default and Remedies.**

6.1 **Accelerating Transfers.** An "Accelerating Transfer" means any sale, transfer, conveyance, alienation, pledge, assignment, encumbrance, hypothecation or other disposition of (1) all or any portion of the Property or any portion of any other security for the Loan, and (2) all or any portion of the Mortgagor's right, title and interest in and to the Property or any portion of any other security for the Loan. Mortgagor agrees that Mortgagor shall not make any Accelerating Transfer, unless the transfer is preceded by Mortgagee's express written consent to the particular transaction. If any Accelerating Transfer occurs, Mortgagee in its sole discretion may declare all of the Indebtedness to be immediately due and payable, and Mortgagee may invoke any rights and remedies provided by Section 6.3 of this Mortgage.

6.2 **Events of Default.** Mortgagor will be in default under this Mortgage upon the occurrence of any one or more of the following events (some or all collectively, "Events of Default", and any one singly, an "Event of Default"):

(a) Failure of Mortgagor to observe or perform any covenant or condition contained in this Mortgage.

(b) An "Event of Default" occurs under the Loan Agreement or any other Loan Document that has not been timely cured as provided in the Loan Agreement.

6.3 **Remedies.** At any time during the continuance of an Event of Default, Mortgagee shall be entitled to invoke any and all of the rights and remedies described below, in addition to all other rights and remedies available to Mortgagee at law or in equity. All of such rights and remedies shall be cumulative, and the exercise of any one or more of them shall not constitute an election of remedies.

(a) **Acceleration.** Mortgagee may declare any or all of the Indebtedness to be due and payable immediately.

(b) **Receiver.** Notwithstanding anything contained in this Mortgage or the other Loan Documents to the contrary, Mortgagee shall be entitled as a matter of right without notice and without giving bond and without regard to the solvency or insolvency of Mortgagor, or waste of the Property or adequacy of the security of the Property, to apply for the appointment of a receiver under any applicable law. The receiver shall have all the rights, powers and remedies as provided by any such applicable law. Mortgagor does hereby irrevocably consent to such appointment.

(c) **Entry.** Mortgagee, in person, by agent or by court-appointed receiver, may enter, take possession of, manage and operate all or any part of the Property, and may also do any and all other commercially reasonable things in connection with those actions

that Mortgagee may in its sole discretion considers necessary and appropriate to protect the security of this Mortgage. If Mortgagee so requests, Mortgagor shall assemble all of the Property that has been removed from the Premises and make all of it available to Mortgagee at the site of the Premises. Mortgagor hereby irrevocably constitutes and appoints Mortgagee as Mortgagor's attorney-in-fact to perform such acts and execute such documents as Mortgagee in its sole discretion may consider to be appropriate in connection with taking these measures, including endorsement of Mortgagor's name on any instruments.

(d) Cure; Protection of Security. Mortgagee may cure any breach or default of Mortgagor, and if it chooses to do so in connection with any such cure, Mortgagee may also enter the Property and/or do any and all other commercially reasonable things which it may in its sole discretion consider necessary and appropriate to protect the security of this Mortgage, including, without limitation, completing construction of any improvements at the Property contemplated by the Loan Agreement. Mortgagee may take any action permitted under this Subsection 6.3(d) either with or without giving notice to any person. Any amounts expended by Mortgagee under this Subsection 6.3(d) shall be secured by this Mortgage.

(e) Uniform Commercial Code Remedies. Mortgagee may exercise any or all of the remedies granted to a secured party under the UCC.

(f) Foreclosure; Lawsuits. Notwithstanding anything contained in this Mortgage or the Loan Documents to the contrary, if an Event of Default shall exist, then Mortgagee shall have the right to enforce the provisions of this Mortgage and may, either with or without entry or taking possession, proceed by suit or suits at law or in equity or by any other appropriate proceedings or remedy to enforce payment of the Indebtedness or the performance of any other term hereof or any other right of Mortgagee. Mortgagor hereby authorizes and fully empowers Mortgagee under such circumstances to foreclose this Mortgage by judicial proceedings, with or without appraisal at the election of Mortgagee, at public auction or private sale as allowed by applicable law, and convey the same to the purchaser in fee simple, either in one parcel or separate lots and parcels, all in accordance with and in the manner prescribed by law. Out of the proceeds arising from such sale and foreclosure, Mortgagee is authorized and empowered to retain the principal and interest due on the Note and the Indebtedness, together with all such sums of money as Mortgagee shall have expended or advanced pursuant to this Mortgage or pursuant to statute, with interest thereon as herein provided, and all reasonable out-of-pocket costs and expenses of such foreclosure including lawful and reasonable out-of-pocket attorneys' fees, with the balance, if any, to be paid to the persons entitled thereto by law.

(g) Other Remedies. Mortgagee may exercise all rights and remedies contained in any other Loan Document heretofore, concurrently or in the future executed by Mortgagor or any other person or entity in favor of Mortgagee in connection with the Indebtedness or any part thereof, without prejudice to the right of Mortgagee thereafter to enforce any appropriate remedy against Mortgagor. Mortgagee shall have the right to pursue all remedies afforded to a mortgagee under applicable law, and shall have the

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benefit of all of the provisions of such applicable law, including all amendments thereto which may become effective from time to time after the date hereof.

(h) Sale of Personal Property. Mortgagee shall have the discretionary right to cause some or all of Mortgagor's interest in the Property, which constitutes personal property, to be sold or otherwise disposed of in any combination and in any manner permitted by applicable law.

(i) For purposes of this power of sale, Mortgagee may elect to treat as personal property any Property which is intangible or which can be severed from the Premises or Improvements without causing structural damage. If it chooses to do so, Mortgagee may dispose of any personal property, in any manner permitted by Article 9 of the UCC, including any public or private sale, or in any manner permitted by any other applicable law.

(ii) In connection with any sale or other disposition of such Property, Mortgagor agrees that the following procedures constitute a commercially reasonable sale: Mortgagee shall mail written notice of the sale to Mortgagor not later than thirty (30) days prior to such sale. Mortgagee will publish notice of the sale in a local daily newspaper of general circulation. Upon receipt of any written request, Mortgagee will make the Property available to any bona fide prospective purchaser for inspection during reasonable business hours. Notwithstanding, Mortgagee shall be under no obligation to consummate a sale if, in its judgment, none of the offers received by it equals the fair value of the Property offered for sale. The foregoing procedures do not constitute the only procedures that may be commercially reasonable.

(i) Single or Multiple Foreclosure Sales. If the Property consists of more than one lot, parcel or item of property, Mortgagee may (i) designate the order in which the lots, parcels and/or items shall be sold or disposed of or offered for sale or disposition; and (ii) elect to dispose of the lots, parcels and/or items through a single consolidated sale or disposition to be held or made under or in connection with judicial proceedings, or by virtue of a judgment and decree of foreclosure and sale; or through two or more such sales or dispositions; or in any other manner Mortgagee may deem to be in its best interests (any such sale or disposition a "Foreclosure Sale," and any two or more collectively, "Foreclosure Sales"). If Mortgagee chooses to have more than one Foreclosure Sale, Mortgagee at its option may cause the Foreclosure Sales to be held simultaneously or successively, on the same day, or on such different days and at such different times and in such order as Mortgagee may deem to be in its best interests. No Foreclosure Sale shall terminate or affect the liens of this Mortgage on any part of the Property which has not been sold, until all of the Secured Obligations have been paid in full.

6.4 Credit Bids. At any Foreclosure Sale, any person, including Mortgagor or Mortgagee, may bid for and acquire the Property or any part of it to the extent permitted by then applicable law. Instead of paying cash for such property, and subject to 6.3(b) and 6.3(f) of this

Mortgage, Mortgagee may settle for the purchase price by crediting the sales price of the property against the following obligations:

(a) First, the portion of the Indebtedness attributable to the reasonable out-of-pocket expenses of sale, costs of any action and any other sums for which Mortgagor is obligated to pay or reimburse Mortgagee under Section 5.8 of this Mortgage; and

(b) Second, all other Indebtedness in any order and proportions as Mortgagee in its sole discretion may choose.

6.5 Application of Foreclosure Sale Proceeds. Subject to 6.3(b) and 6.3(f) of this Mortgage, Mortgagee shall apply the proceeds of any Foreclosure Sale in the following manner:

(a) First, to pay the portion of the Indebtedness attributable to the reasonable out-of-pocket expenses of sale, costs of any action and any other sums for which Mortgagor is obligated to reimburse Mortgagee under Section 5.8 of this Mortgage;

(b) Second, to pay the portion of the Indebtedness attributable to any sums expended or advanced by Mortgagee under the terms of this Mortgage which then remain unpaid;

(c) Third, to pay all other Indebtedness in any order and proportions as Mortgagee in its sole discretion may choose; and

(d) Fourth, to remit the remainder, if any, to the person or persons entitled to it.

7. Miscellaneous Provisions.

7.1 Additional Provisions. The Loan Documents fully state all of the terms and conditions of the parties' agreement regarding the matters mentioned in or incidental to this Mortgage. The Loan Documents also grant further rights to Mortgagee and contain further agreements and affirmative and negative covenants by Mortgagor which apply to this Mortgage and to the Property.

7.2 No Waiver or Cure. Each waiver by Mortgagee must be in writing, and no waiver shall be construed as a continuing waiver. No waiver shall be implied from any delay or failure by Mortgagee to take action on account of any default of Mortgagor. Consent by Mortgagee to any act or omission by Mortgagor shall not be construed as a consent to any other or subsequent act or omission or to waive the requirement for Mortgagee's consent to be obtained in any future or other instance. Nothing in this Mortgage is intended or shall be construed to be a waiver of any deficiency judgement against Mortgagor or any Guarantor under Ind. Code Section 32-9-7-5 or any other provision of applicable law nor shall be construed as a consent of the Mortgagee to such a waiver.

7.3 Merger. No merger shall occur as a result of Mortgagee's acquiring any other estate in or any other lien on the Property unless Mortgagee consents to a merger in writing.

7.4 Applicable Law. This Mortgage and the creation, perfection and enforcement of the lien of this Mortgage shall be governed by the substantive laws of the State of Indiana.

7.5 Successors in Interest. The terms, covenants and conditions of this Mortgage shall be binding upon and inure to the benefit of the heirs, successors and permitted assigns of the parties.

7.6 Interpretation.

(a) Whenever the context requires, all words used in the singular will be construed to have been used in the plural, and vice versa, and each gender will include any other gender. The captions of the sections of this Mortgage are for convenience only and do not define or limit any terms or provisions. The word "include(s)" means "include(s), without limitation." and the word "including" means "including, but not limited to."

(b) The word "obligations" is used in its broadest and most comprehensive sense, and includes all ~~primary, secondary, direct, indirect, fixed and contingent obligations.~~ It further includes all principal, interest, prepayment charges, late charges, loan fees and any other fees and charges accruing or assessed at any time, as well as all obligations to perform acts or satisfy conditions.

(c) No listing of specific instances, items or matters in any way limits the scope or generality of any language of this Mortgage. The Exhibits to this Mortgage are hereby incorporated in this Mortgage.

7.7 Waiver of Statutory Rights. To the extent permitted by law, Mortgagor hereby agrees that it shall not and will not apply for or avail itself of any right of appraisal or redemption under applicable law, and Mortgagor waives to the extent permitted by applicable law any and all rights thereto for Mortgagor and all who may claim through or under it waive any and all right to have the Property and estates comprising the Property marshaled upon any foreclosure of the lien hereof and agrees that any court having jurisdiction to foreclose such lien may order the Property sold as an entirety.

7.8 Severability. If any provision of this Mortgage should be held unenforceable or void, that provision shall be deemed severable from the remaining provisions and shall in no way affect the validity of this Mortgage.

7.9 Notices. Any notice, demand, request or other communication which any party hereto may be required or may desire to give hereunder shall be in writing and shall be deemed to have been properly given if made in accordance with the terms of the Loan Agreement.

7.10 WAIVER OF TRIAL BY JURY. TO THE EXTENT PERMITTED BY APPLICABLE LAW, MORTGAGOR, AND, BY ITS ACCEPTANCE HEREOF, MORTGAGEE, HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT THAT IT MAY HAVE TO A TRIAL BY JURY IN ANY LITIGATION ARISING IN ANY WAY IN CONNECTION WITH THIS MORTGAGE, THE NOTE, OR ANY OF THE OTHER LOAN DOCUMENTS, THE LOAN OR ANY OTHER

STATEMENTS OR ACTIONS OF MORTGAGOR OR MORTGAGEE. MORTGAGOR ACKNOWLEDGES THAT IT HAS BEEN REPRESENTED IN THE SIGNING OF THIS MORTGAGE AND IN THE MAKING OF THIS WAIVER BY INDEPENDENT LEGAL COUNSEL SELECTED OF ITS OWN FREE WILL, AND THAT IT HAS DISCUSSED THIS WAIVER WITH SUCH LEGAL COUNSEL. MORTGAGOR FURTHER ACKNOWLEDGES THAT (i) IT HAS READ AND UNDERSTANDS THE MEANING AND RAMIFICATIONS OF THIS WAIVER, (ii) THIS WAIVER IS A MATERIAL INDUCEMENT FOR MORTGAGEE TO MAKE THE LOAN, ENTER INTO THIS MORTGAGE AND EACH OF THE OTHER LOAN DOCUMENTS. AND (iii) THIS WAIVER SHALL BE EFFECTIVE AS TO EACH OF SUCH OTHER LOAN DOCUMENTS TO WHICH MORTGAGOR IS A PARTY AS IF FULLY INCORPORATED THEREIN.

7.11 Inconsistencies.

In the event of any inconsistency between this Mortgage and the Loan Agreement, the terms hereof shall be controlling to the limited extent necessary to create, preserve, maintain and/or enforce a valid security interest upon the Property, otherwise the provisions of the Loan Agreement shall be controlling.



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

MORTGAGOR:

ANT Savings Corp., a Florida corporation

By: Abhiram
Name: Abhiram Garapati
Title: President

ACKNOWLEDGMENT

STATE OF Great Britain and Northern Ireland }
London, England } SS
COUNTY OF Embassy of the United States of America

On this the 10 day of July, 2013, before me, the undersigned, a Notary Public, appeared in person the within named Abhiram Garapati, to me personally well known, who stated that he is the President of ANT Savings Corp., a Florida corporation and who further stated that he was duly authorized in such capacity as President to execute the foregoing instrument for and in the name of the corporation, and further stated and acknowledged that he had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

GIVEN under my hand and seal the day and year last above written.

My Commission Expires:

~~Commission Indefinite~~

Thomas Smith
Notary Public
Vice Consul
United States of America
London, England
Commission Indefinite

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

(18)

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EXHIBIT A TO MORTGAGE

Legal Description

THE LAND REFERRED TO HEREIN IS SITUATED IN THE COUNTY OF LAKE, STATE OF INDIANA, AND IS DESCRIBED AS FOLLOWS:



AS

EXHIBIT A

Lots 13 thru 17, both inclusive, and that part of Lots 18, 41, 42, 43, 44, 45 and 46, all in Block 5, also that part of the North and South 16 foot alley in said Block 5, described as follows: Beginning at the Northwest corner of said Lot 13 in Block 5; thence South 89 degrees 59 minutes 07 seconds East, 225.83 feet along the North line of said Lots 13 and 46; thence South 0 degrees 59 minutes 19 seconds West, parallel with the West line of said Block 5, 139.82 feet; thence North 89 degrees 59 minutes 07 seconds West parallel with the said North, 225.83 feet to the West line of said Block 5; thence North 0 degrees 59 minutes 19 seconds East, along the West line of said Block 5, 139.82 feet to the point of beginning, all being in the Subdivision of the Southeast Quarter of Section 29, Township 37 North, Range 9 West of the Second Principal Meridian, in the City of East Chicago, Indiana, as the same appears of record in Plat Book 2, page 11, in Lake County, Indiana.

