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STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2016 053600

2016 AUG -5 AM 9:34

MICHAEL B. BROWN  
RECORDER

**MORTGAGE AND SECURITY AGREEMENT**

THIS MORTGAGE AND SECURITY AGREEMENT ("Mortgage") is made this 1st day of August, 2016, between BULLSEYE PROPERTIES, LLC, an Indiana limited liability company (herein "Grantor"), having its place of business and chief executive office at 2342 Cline Avenue, Schererville, IN 46375 and HORIZON BANK, NATIONAL ASSOCIATION, a national banking association having an office at 515 Franklin Street, Michigan City, IN 46360 (herein "Grantee"),

WITNESSETH:

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, Grantor does hereby grant, mortgage and convey, with mortgage covenants, to Grantee that real estate situated in Lake County, State of Indiana, described as:

The East 80.62 feet of Lot "N" and all of Lot "O" and the West 5 feet of Lot "P" in Commerce Park, in the Town of Merrillville, as per plat thereof, recorded in Plat Book 48 Page 119, in the Office of the Recorder of Lake County, Indiana  
Property addresses are 501-525 W. 84th Drive, Merrillville, IN 46410 and 545 W. 84th Drive, Merrillville, IN 46410.

together with all rights, privileges, interests, mineral rights, water rights, air rights, timber rights and/or gas rights, easements, buildings, improvements, appurtenances, fixtures and hereditaments therein, thereon, or thereto belonging (herein collectively "Real Estate"), and the rents and profits and other income of the Real Estate, which said rents and profits are now and hereby assigned to Grantee.

Grantor does hereby also grant to Grantee a security interest in and to all of Grantor's right, title and interest in and to that certain Commercial Real Estate Purchase Agreement between Grantor, as Seller, and Thieneman Properties, LLC, an Indiana limited liability company, as purchaser, dated June 29, 2016 (herein the "Purchase Agreement"), including, without limitation, the right to receive all proceeds from the sale of the Real Estate pursuant to the Purchase Agreement. Grantee is authorized to file a financing statement in any filing office which it deems necessary to perfect such security interest.

ARTICLE 1. OBLIGATIONS SECURED

This Mortgage is given to secure 1) the sum of Three Hundred Fifty Thousand and No/100 Dollars (\$350,000.00) of the total loan in the amount of \$1,538,000.00 made by Grantee to R. E.

IND00173 Courtesy

Page 1 of 8 HOLD FOR GREATER INDIANA TITLE COMPANY

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Spurlock, Inc., an Indiana corporation ("Borrower") as evidenced by Borrower's Promissory Note dated August 1, 2016 in the original principal amount of \$1,538,000.00 ("Borrower's Note"), together with any renewal, extension, modification, refinancing or replacement of Borrower's Note, and all interest, attorney fees, and costs of collection with respect to Borrower's Note, 2) the obligation of Cedar Lake Partners, LLC, an Indiana limited liability company and affiliate of Grantor under that certain Four Party Agreement dated August 1, 2016 entered into by and among Grantor, Grantee, Cedar Lake Partners LLC, and Bullseye Properties, LLC ("Four Party Agreement") to make the "Final Deposit" as that term is defined in the Four Party Agreement, and 3) the performance by Grantor of all Grantor's covenants, agreements, promises, payments and conditions contained in this Mortgage agreement.

The Grantor shall have and hold the real estate unto the Grantee, for the purposes and uses set forth herein under the following terms and conditions:

ARTICLE 2. COVENANTS

Grantor hereby covenants and agrees with Grantee as follows:

Section 2.01. Security Agreement. Grantor hereby grants to Grantee a security interest in all fixtures currently attached to the Real Estate and in and to all property to be attached or affixed to such Real Estate in the future including, but not necessarily limited to, all heating, ventilation and air conditioning equipment including related electrical components and duct work, all electrical wiring and equipment attached to or incorporated into the Real Estate, all shelving and storage devices affixed or attached to the Real Estate and all equipment or machinery attached to or affixed to such Real Estate. This Mortgage is hereby deemed a Security Agreement under the Uniform Commercial Code for the purpose of hereby creating a security interest in the aforementioned property.

Section 2.02. Waste and Maintenance of Premises. The Grantor shall abstain from and not permit the commission of waste in or about the Real Estate; shall not move or demolish, or alter the structural character of, any building at any time erected on the Real Estate without the prior written consent of the Grantee; shall maintain the Real Estate in good condition and repair, reasonable wear and tear excepted. The Grantee shall have the right, but not the duty, to enter upon the premises at any reasonable hour to inspect the order, condition, and repair thereof, including the interiors of any buildings and improvements located thereon.

Section 2.03. Insurance Obligation. The Grantor will procure, deliver to, and maintain for the benefit of the Grantee during the continuance of this Mortgage and until the same is fully satisfied and released, a policy or policies of insurance insuring the buildings and improvements now existing or hereafter erected on the said land against loss or damage by fire, lightning, flood (if required by applicable law) windstorm, hail, explosion, riot, civil commotion, aircraft, vehicles, smoke, and such other hazards, casualties, and contingencies as the Grantee may designate. All policies of insurance required hereunder shall be in such form and amounts and by such companies, as the Grantee may accept, and shall contain a Grantee clause acceptable to the Grantee, with loss payable to the Grantor and the Grantee as their interests may appear. The Grantor will promptly pay when due any premiums on any policy or policies of insurance required hereunder, and will deliver to the Grantee renewals of such

policy or policies at least ten (10) days prior to the expiration date(s) thereof, the said policies and renewals to be marked "paid" by the issuing company or agent.

In the event of any loss or damage, the Grantor will give prompt notice thereof to the Grantee. All proceeds of insurance in the event of such loss or damage shall be payable jointly to the Grantor, its successors and assigns, and the Grantee. All funds will be utilized by the Grantor to the extent necessary to restore the Real Estate to substantially the same condition as the Real Estate existed prior to the loss or damage, unless the Grantee shall elect not to do so. In the latter event, the Grantee shall then apply the proceeds to the then existing indebtedness and the balance shall be paid to the Grantor.

Section 2.04. Payment of Taxes and Other Charges. The Grantor shall pay all real estate taxes, water and sewer rents, other similar claims and liens assessed or which may be assessed against the Real Estate or any part thereof, without any deduction or abatement, in a manner acceptable to such taxing authorities and shall produce to the Grantee receipts for the payment thereof in full and shall pay every other tax, assessment, claim, lien, or encumbrance which may at any time be or become a lien upon the Real Estate prior to the lien of this Mortgage; provided, however, that if the Grantor shall in good faith, and by proper legal action, contest any such taxes, claims, liens, encumbrances or other charges or the validity thereof, and shall have established on its books or by deposit of cash with the Grantee (as the Grantee may elect), a reserve for the payment thereof in such amount as the Grantee may require, then the Grantor shall not be required to pay the same or to produce such receipts, during the maintenance of said reserve and as long as such contest operates to prevent collection, and is maintained and prosecuted with diligence, and shall not have been terminated or discontinued adversely to the Grantor.

Section 2.05. Payment of Future Taxes (if a taxing authority of the United States Government or any other federal, state, or municipal government or subdivision thereof shall require internal revenue or other documentary stamps or tax on this Mortgage or the indebtedness secured hereby, upon demand the Grantor shall pay for same; and on failure to make such payment within fifteen (15) days after demand for same, the Grantee may pay for such stamps and add the amount so paid to the principal indebtedness evidenced by the note and secured by this Mortgage, and said additional principal shall bear interest at the rate applicable to the note secured hereby.

Section 2.06. Compliance with Ordinances. The Grantor shall comply with any municipal ordinance or regulation affecting the Real Estate within thirty (30) days after notice thereof; provided, however, that if the Grantor shall in good faith, and by proper legal action, contest any such ordinance or regulation, or the validity thereof, then the Grantor shall not be required to comply therewith so long as such contest operates to prevent enforcement, and is maintained and prosecuted with diligence, and shall not have been terminated or discontinued adversely to the Grantor.

Section 2.07. Condemnation. Grantor shall immediately provide Grantee with written notice of any actual or threatened condemnation or eminent domain proceeding pertaining to the Real Estate. All monies payable to Grantor from such condemnation or taking are hereby assigned to Grantee, which may at its option receive such proceeds to the extent of the



indebtedness of Grantor to Grantee, and shall be applied first to the payment of Grantee's attorney fees, legal expenses, and other costs (including appraisal fees) in connection with the condemnation or eminent domain proceedings and then, at the option of Grantee, to the payment of the obligations of the Grantor to the Grantee secured hereunder or the restoration or repair of the Real Estate under controls specified by Grantee.

### ARTICLE 3. DEFAULT AND BREACH

Section 3.01. Events of Default. The occurrence of any one or more of the following events shall constitute a default under this Mortgage (each an Event of Default):

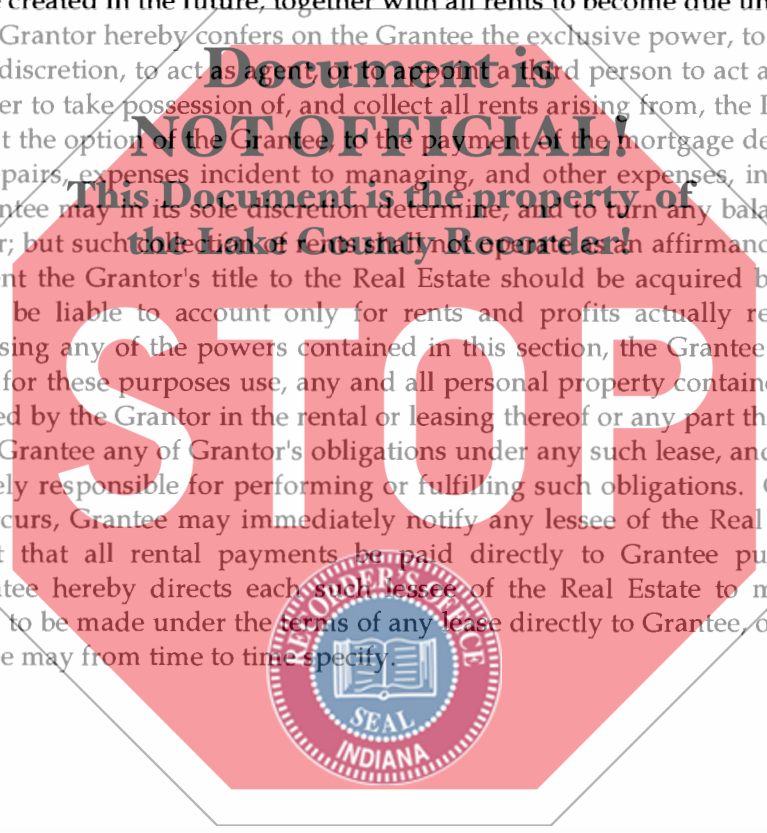
- a. Grantor's breach of any covenant or agreement of Grantor contained in this Mortgage.
- b. Any event defined as an event of default in the Borrower Note or in any loan document executed by Borrower in connection with the Borrower Note;
- c. The failure of Cedar Lake Partners LLC to make the Final Deposit as and when required under the Four Party Agreement.

Section 3.02. Foreclosure on Default. Upon the occurrence of any one or more of said Events of Default, the entire unpaid balance on the principal, the accrued interest, and all other sums secured by this Mortgage, shall, at the option of the Grantee, become immediately due and payable without notice or demand, and in any such Event of Default the Grantee may proceed to foreclose this Mortgage by judicial proceedings according to the statutes. Any failure to exercise said option shall not constitute a waiver of the right to exercise the option at any other time. In any such proceeding, all expenses which may be paid or incurred by or on behalf of the Grantee for the attorney's fees, outlays for documentary evidence, costs of abstracts of title, title searches, environmental audits, surveys, title insurance policies, and any other expenses which the Grantee may deem reasonably necessary to prosecute such suit or to maintain the sale pursuant to the judgment. The proceeds of any foreclosure sale shall be applied first, to the payment of all costs arising from the foreclosure proceedings; second, to the payment of all items other than principal and interest which are secured indebtedness under this Mortgage; third, to the payment of the unpaid principal and interest under the note; fourth, to the payment of any other obligations or indebtedness, whether in the form of principal, interest, or other forms of indebtedness, which obligations and indebtedness are secured by this Mortgage; and fifth, any surplus to the Grantor, his successors, or assigns.

Section. 3.03. Possession and Receivership. The Grantee shall have the right in any proceeding to foreclose this Mortgage to the appointment of a receiver to collect the rents, issues, income, and profits of the Real Estate and apply them to the payment of the indebtedness, interest, attorney's fees and costs, and any other payments required by any note secured by this Mortgage or this Mortgage, without notice and without regard to the adequacy of the Real Estate to secure the indebtedness. Or, instead of such receivership, the Grantee may, at its option, itself take possession of the Real Estate during the period of redemption, and collect the rents and apply them in the manner set forth above.

Section 3.04. Failure to Pay Taxes or Insurance Premiums. If the Grantor fails to pay any tax, claim, lien or encumbrance which shall be or become prior in lien to this Mortgage, or to pay any insurance premium as aforesaid, or to keep the Real Estate in repair, as aforesaid, or commits or permits waste, then the Grantee, at its option, may pay said claim, lien, encumbrance, tax assessment, or premium, with right of subrogation thereunder, may make such repairs and take such steps as it deems advisable to prevent or cure such waste, and may appear in any action or proceeding with respect to any of the foregoing and retain counsel therein, and take such action therein as the Grantee deems advisable, and for any of said purposes the Grantee may advance such sums of money as it deems necessary. All sums of money advanced by the Grantee pursuant to this section, together with interest on each such advance at the rate of interest specified in the note secured hereby, shall be so much additional indebtedness secured hereby and shall immediately become due and payable without notice. The failure of the Grantee to act pursuant to this section shall not be deemed a waiver of any rights the Grantee may have because of any default by the Grantor.

Section 3.05. Assignment of Leases and Rents. As further security for payment of the obligations and indebtedness and performance of the obligations, covenants, and agreements secured hereby, the Grantor hereby assigns to the Grantee all leases already in existence and to be created in the future, together with all rents to become due under existing or future leases. The Grantor hereby confers on the Grantee the exclusive power, to be used or not be used in its sole discretion, to act as agent, or to appoint a third person to act as agent for the Grantor, with power to take possession of, and collect all rents arising from, the Real Estate and apply such rents, at the option of the Grantee, to the payment of the mortgage debt, taxes, costs of maintenance, repairs, expenses incident to managing, and other expenses, in such order of priority as the Grantee may in its sole discretion determine, and to turn any balance remaining over to the Grantor; but such collection of rents shall not constitute an affirmation of the tenant or lease in the event the Grantor's title to the Real Estate should be acquired by the Grantee. The Grantee shall be liable to account only for rents and profits actually received by the Grantee. In exercising any of the powers contained in this section, the Grantee may also take possession of, and for these purposes use, any and all personal property contained in or on the Real Estate and used by the Grantor in the rental or leasing thereof or any part thereof. Grantor does not assign to Grantee any of Grantor's obligations under any such lease, and Grantor shall be and remain solely responsible for performing or fulfilling such obligations. Grantor agrees that if a default occurs, Grantee may immediately notify any lessee of the Real Estate of such default and direct that all rental payments be paid directly to Grantee pursuant to this assignment. Grantee hereby directs each such lessee of the Real Estate to make all rental payments required to be made under the terms of any lease directly to Grantee, or at such other place as the Grantee may from time to time specify.



ARTICLE 4. SATISFACTION AND RELEASE

Section 4.01. Upon payment of all sums secured by this Mortgage, Grantee shall release this Mortgage.

Section 4.02. Transfer of Real Estate by Grantor. Any transfer by sale, gift, grant, devise, operation of law, or otherwise of the fee title or any other interest, (including, but not limited to mortgage, easement, land contract or leasehold interest) in all or any portion of the mortgaged Real Estate shall have the same consequences as an event of default respecting the indebtedness secured hereby, and upon such transfer, the Grantee, without prior notice or the elapse of any period of grace or the right to cure, shall have the right to declare all sums secured hereby immediately due and payable and, upon failure by the Grantor to make such payment within thirty (30) days of written demand therefore, the Grantee shall have the right to exercise all remedies provided in any note, this mortgage, or otherwise at law.

ARTICLE 5. MISCELLANEOUS

Section 5.01. Notice. A notice which is mailed to the Grantor at the address contained in this mortgage shall be sufficient notice when required under this Mortgage.

Section 5.02. Cumulative Rights and Remedies. The rights and remedies of the Grantee as provided herein, or in any note secured hereby, and the warranties therein contained, shall be cumulative and concurrent, and may be pursued singly, successively, or together at the sole discretion of the Grantee, and may be exercised as often as occasion therefore shall occur; and the failure to exercise any such right or remedy shall in no event be construed as a waiver or release of the same.

Section 5.03. State Law to Apply. This mortgage shall be construed under and in accordance with the laws of the State of Indiana, and all obligations of the parties created hereunder are performable in the State of Indiana.

Section 5.04. Parties Bound. This mortgage shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this mortgage.

Section 5.05. Severability. In case any one or more of the provisions contained in this Mortgage shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this mortgage shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

Section 5.06. Time of Essence. Time is of the essence of this Mortgage.

Section 5.07. Construction. The words "Grantor" and "Grantee" include singular or plural, individual or corporation, and the respective heirs, personal representatives, executors, administrators, successors, and assigns of the Grantor and the Grantee, as the case may be. The

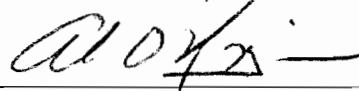
use of any gender applies to all genders. If more than one party is named as the Grantor, the obligation hereunder of each such party is joint and several.

Section 5.10. Second Mortgage Provision. This mortgage is subordinate to those certain mortgages granted by Grantor to Grantee dated January 9, 2015 and recorded April 24, 2015 as Document No. 2015 024818 and August 26, 2015 and recorded September 11, 2015 as Document No. 2015 062592.

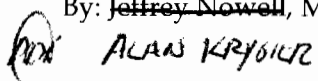
Section 5.11. Captions. The captions herein are inserted only for convenience of reference and in no way define, limit, or describe the scope or intent of this Mortgage or any particular paragraph or section hereof, nor the proper construction hereof.

GRANTOR:

BULLSEYE PROPERTIES, LLC



By: ~~Jeffrey Nowell~~, Managing Member



ALAN KRYSZEWSKI

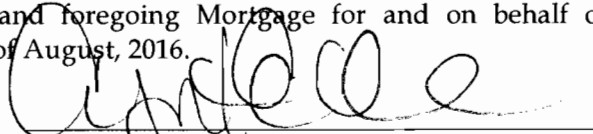




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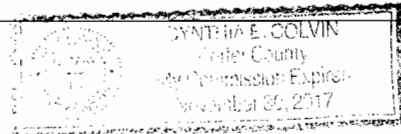
ACKNOWLEDGEMENT

Before me, a Notary Public in and for said County and State personally appeared JEFFREY NOWELL, the Managing Member of BULLSEYE PROPERTIES, LLC, and acknowledged the execution of the above and foregoing Mortgage for and on behalf of BULLSEYE PROPERTIES, LLC, this 1 day of August, 2016.

  
\_\_\_\_\_  
Notary Public (typed or printed name)

Residing in \_\_\_\_\_ County,  
Indiana

My Commission Expires:  
\_\_\_\_\_



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.

**Document is NOT OFFICIAL!**  
Lewis C. Laderer, Jr.

This instrument was prepared by Lewis C. Laderer, Jr., 401 East Colfax Ave., Suite 305, South Bend, Indiana 46617

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

