

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2016 054796

2016 AUG 11 AM 10:44

MICHAEL B. BROWN  
RECORDER

MAIL TO:

14  
Regional Development Company  
Attn: Carla Lundgren  
1757 Thornapple Circle  
Valparaiso, IN 46385

**Leasehold Mortgage, Security Agreement and Financing Statement**

This Leasehold Mortgage, Security Agreement and Financing Statement (the "Mortgage") is made by CS Sports Group, LLC, an Indiana limited liability company (the "Borrower" or "Mortgagor"), 322 Indianapolis Blvd., Suite 201, Schererville, Indiana 46375, and Regional Development Company, a corporation (the "Mortgagee") who maintains an office and place of business at 1757 Thornapple Circle, Valparaiso IN 46385.

**Document is  
WITNESSETH  
NOT OFFICIAL!**

THAT WHEREAS, Borrower is the leasehold tenant of the real estate legally described on Exhibit "A" attached hereto and incorporated herein by reference together with the other interests described herein and referred to in the aggregate as the "Premises"; and

This instrument is given to secure the payment of a promissory note dated August 3, 2016 in the principal sum of One million two hundred sixty nine thousand and no/00 dollars (\$1,269,000.00) which is payable in installments, with the last said installment being due and owing on September 1, 2036, unless paid earlier by the Borrower (the "Loan") signed by Tae'Ni Chang-Stroman and Jacqueline M. Chang-Stroman, as Members on behalf of the Mortgagor (the "Note"), in addition to any and all guarantee agreements signed by Tae'Ni Chang-Stroman and Jacqueline M. Chang-Stroman (jointly and severally "Guarantor"), the Assignment (as hereinafter defined) and all other documents executed in conjunction with or associated with the Loan and/or the Note, including any addendums, amendments or revisions thereto (the "Loan Agreement").

The Loan secured by this lien was made under a United States Small Business Administration (SBA) nationwide program which uses tax dollars to assist small business owners. If the United States is seeking to enforce this document, then under SBA regulations:

**HOLD FOR MERIDIAN TITLE CORP**

15-22788

48.  
MT  
D

- a) When SBA is the holder of the Note, this Mortgage and all documents evidencing or securing the Loan and Loan Agreement will be construed in accordance with federal law.
- b) Mortgagee and/or SBA (jointly and severally the "Lender") may use local or state procedures for purposes such as filing papers, recording documents, giving notice, foreclosing liens, and other purposes. By using these procedures, SBA does not waive any federal immunity from local or state control, penalty, tax or liability. No Borrower or Guarantor may claim or assert against SBA any local or state law to deny any obligation of Borrower, or defeat any claim of SBA with respect to the Loan and Loan Agreement.

Any clause in this document requiring arbitration is not enforceable when SBA is the holder of the Note secured by this instrument. The SBA is participating in the Loan and in compliance with section 101.106(d) of the Rules and regulations of the Small Business Administration [13 C.F.R. 101.106(d)], this instrument is to be construed and enforced in accordance with applicable federal law.

Now, therefore, in consideration of the foregoing recitations and the following covenants and conditions, and to secure the payment of the indebtedness evidenced by the Note, or otherwise due hereunder or under the Loan Agreement and the performance of the covenants and agreements of the Mortgagor herein contained, the Mortgagor does by these presents GRANT, CONVEY, PLEDGE, WARRANT and MORTGAGE unto Lender, its successors and assigns, all of Borrower's right, title, and interest in and to the real estate legally described on Exhibit "A" attached hereto and incorporated herein by reference together with:

- (A) All and singular the tenements, hereditaments and appurtenances thereunto belonging or in any way appertaining, and the rents, issues and profits thereof; and also all the estate, right, title, interest, property, claim and demand whatsoever of the Mortgagor, of, in and to the same and of, in and to every part and parcel thereof; and
- (B) All building and improvements of every kind and description now or hereafter erected or placed thereon and all materials intended for construction, reconstruction, alteration and repairs of such improvements now or hereafter erected thereon, all of which materials shall be deemed to be included within the Premises immediately upon the delivery thereof to the said real estate, and all fixtures now or hereafter owned by Mortgagor and attached to or contained in and used in connection with said real estate including but not limited to all machinery, motors, fittings, shades, screens, and all plumbing, heating, lighting, ventilating, refrigerating, incinerating, air-conditioning and sprinkler equipment and fixtures and appurtenances thereto; and all items of furniture, furnishings, equipment and personal property used or useful in the operation of the said real estate; and all renewals, replacements or proceeds thereof of articles in substitution therefore, whether or not the same are or shall be attached to said building or buildings in any manner; it being mutually agreed, intended and declared that all the aforesaid property owned by said Mortgagor and placed by Mortgagor on the real estate shall, so far as permitted by law, be deemed to form a part and a parcel of the real estate, and

covered by and conveyed under this Mortgage; and as to the balance of the property aforesaid, this Mortgage is hereby deemed to be as well a Security Agreement under the provisions of the Uniform Commercial Code for the purpose of creating hereby a security interest in said property, which is hereby granted to the Lender as secured party, securing said indebtedness and obligations. Mortgagor acknowledges and agrees that the within mortgage secures an obligation incurred for the construction of on-site and off-site improvements on the real estate mortgaged herein, including the acquisition cost of the real estate;

(C) Any and all awards or payments, including interest thereon, and the right to receive the same, which may be made with respect to the Premises as a result of (a) the exercise of the right of eminent domain, (b) the alteration of the grade of any street, or (c) any other injury to or decrease in the value of the Premises, to the extent of all amounts which may be secured by this Mortgage, at the date of receipt of any such award or payments to the Lender, and of the reasonable counsel fees, costs and disbursements incurred by the Lender in connection with the collection of such award or payment;

(D) All of Mortgagor's rights, title, and interests pursuant to that certain Amended and Restated Lease Agreement made the 1<sup>st</sup> day of April, 2014 by and between the City of Crown Point, Indiana (the "City") and CS Sports Group, LLC, including any addendums, amendments or revisions thereto (the "Ground Lease").

TO HAVE AND TO HOLD the above granted and described Premises, with all and singular the rights and appurtenances thereto appertaining unto the Lender, its successors and assigns, forever, PROVIDED ALWAYS, and these presents are upon this express condition, that if the Borrower shall well and truly pay unto the Lender, its successors or assigns, the sums of money due hereunder and in the Note with interest thereon, at the time and in the manner mentioned in the Note, and any and all other sums which may become due and payable hereunder, and shall well and truly abide by and comply with each and every covenant and condition set forth herein or in the Note, then these presents and the estate hereby granted shall cease, determine and be void, and Lender, its successor or assigns shall, upon request, prepare, execute and deliver a release of the lien created hereunder upon tender to Lender of Lender's then current release fee. No partial release of any of the Premises shall be permitted except upon the terms and conditions as required by Lender in its sole discretion.

AND, the Borrower covenants with, and warrants to, the Lender that:

1. Borrower will pay, or cause to be paid, the said sums of money due under the Note with interest thereon, at the time and in the manner provided in the Note, and will keep, perform and observe every covenant, term and condition of this Mortgage and the Note

2. No building or other property now or hereafter covered by this Mortgage shall be removed, demolished or materially altered, with the exception of the construction contemplated under the Loan Agreement, without the prior written consent of the Lender, except that the Borrower shall have the right, without such consent, to remove and dispose of, free from the lien of this Mortgage, such equipment as from time-to-time may become worn out or obsolete,



provided that either (a) simultaneously with or prior to such removal, any such equipment shall be replaced with other equipment of equal or greater value and free from chattel Mortgage or such other encumbrance and from any reservation to title, and by such removal and replacement the Borrower shall be deemed to have subjected such equipment to the lien of this Mortgage, or (b) any net cash proceeds received from such disposition shall be paid over promptly to the Lender to be applied to the last installment due on the indebtedness secured, without any charge for prepayment, or applied otherwise at Lender's sole discretion.

3. Borrower will maintain the Premises in good condition and repair free from mechanics or other liens or claims for lien not expressly subordinated to the lien hereof, will not commit or suffer any waste of the Premises, and will comply with, or cause to be complied with, all statutes, ordinances, regulations and other legally enforceable requirements of any governmental authority relating to the Premises; a violation by Borrower or one of its tenants in the Premises of any statute, ordinance, regulation or other legally enforceable requirement of any governmental authority relating to the Premises shall be deemed waste; that the Borrower will promptly repair, restore, replace or rebuild any part of the Premises now or hereafter subject to this Mortgage which may be damaged or destroyed by any casualty whatsoever. Any proceeds of insurance paid as a result of an insured casualty shall be delivered to Lender for deposit in an escrow account with Lender from which Borrower may withdraw such sums needed to restore, repair, replace or rebuild the Premises subject to the provisions hereof.

4. Every provision herein requiring notice and demand or request shall be deemed fulfilled by written notice and demand or request mailed to the last known address of the Borrower or Lender by postage prepaid first class mail, delivered by personal delivery or delivered by document delivery services.

5. (a) Borrower shall keep all buildings and improvements on said real estate insured against loss, damage and liability under policies of insurance covering fire and extended coverage, vandalism, malicious mischief, rental or business interruption, if applicable, liability and property damage, and flood insurance, if the Premises are in a flood hazard area, for the full insurable value of the Premises but in no case less than the amount of the Mortgage or in such other amounts as reasonably required by the Lender; and Borrower shall also insure against casualty loss all furniture, fixtures, and equipment, used or useful in the operation of the Premises by Borrower. All such insurance is to be maintained during the life of the Mortgage. All insurance herein provided for shall be in the form, and by companies approved by the Lender. The original policies of insurance required hereunder shall be delivered to the Lender and shall name Lender as insured under a Lender clause. If Borrower defaults in so insuring the Premises, or in so delivering the policies, the Lender may, at the option of the Lender, obtain effect such insurance from year to year and pay the premium therefor, and Borrower will reimburse the Lender for any premiums so paid, on demand, and the same shall be secured by this Mortgage;

(b) In the event of a foreclosure of this Mortgage, Lender shall succeed to all the rights of the Borrower, including any right to unearned premiums, in and to all

policies of insurance delivered pursuant to the provisions of this Mortgage all such rights being hereby assigned to Lender by Borrower as additional security hereunder;

(c) If the Premises, or any part thereof, be destroyed or damaged by fire or by any other cause, Borrower will promptly restore, rebuild, repair and replace the same so that the value of the Premises shall be at least equal to the value thereof prior to such loss or destruction, and Borrower will promptly commence such restoration, rebuilding, repairing or replacement of the Premises and provide to Lender waivers of lien for work performed and material furnished. There shall be, at all times during the progress of the restoration work, in the escrow account with Lender as provided in Paragraph 3 hereof, sufficient monies to complete said restoration, and in the event of any deficit in the amount of insurance monies, the Borrower covenants and agrees forthwith to make up such deficit. In the event the Borrower shall neglect, fail or refuse to proceed diligently with the restoration, rebuilding or replacement of any Premises destroyed or damaged by fire or other casualty, then the Lender shall have the right to restore, rebuild or replace same and may use and apply any insurance monies for that purpose. If such insurance money shall be insufficient to pay the entire cost of such work, the Borrower shall pay the deficiency. If Borrower fails to pay said deficiency, Lender may, at its option, advance the funds required. All such advances shall be secured by the lien of this Mortgage and shall be payable upon demand; and

(d) Borrower's compliance with the insurance requirements of this Mortgage shall not relieve Borrower of any liability to Lender hereunder or under the Note and Loan Agreement.

6. Borrower will pay or cause to be paid all real estate and other taxes, special assessments, association fees or assessments, water rates, sewer rents and other charges now or hereafter assessed or placed as a lien on or levied against the Premises or any part thereof, and in default thereof the Lender may, at the option of the Lender, pay the same, and the Borrower will repay the same on demand. All such payments by Lender shall be secured by this Mortgage and that upon request of the Lender, the Borrower will exhibit to the Lender receipts for the payment of all items specified in this Paragraph prior to the date when the same shall become delinquent.

7. In the event of the passage after the date of this Mortgage of any laws of the State of Indiana or its respective political subdivisions deducting from the value of the Premises for the purpose of taxation any lien thereon or changing in any way the laws for the taxation of the mortgages or debts secured by Mortgage for state or local purposes or the manner of the collection of any such taxes, and imposing a tax, either directly or indirectly (other than the imposition of any income tax liability on Lender), on this Mortgage or the Note, the holder of this Mortgage and the Note which it secures shall have the right to declare the amount thereof immediately due.



8. Notwithstanding any taking by eminent domain, alteration of the grade of any street or other injury to or decrease in value of the Premises by any public or quasi-public authority or corporation, the Borrower shall continue to pay the installment payments required by the Note and this Mortgage. Any reduction in the principal sum resulting from the application by the Lender of such award or payment as hereinafter set forth shall be deemed to take effect only on the date of such receipt, that said award or payment may be applied in such proportions and priority as the Lender in the Lender's sole discretion may elect to the payment of principal, whether or not then due and payable, or any sums secured by this Mortgage provided, however, that the Borrower shall be permitted to use the proceeds of any award received to restore the remaining portion of the Premises. If prior to the receipt by the Lender of any such award or payment the Premises shall have been sold on foreclosure of this Mortgage, the Lender shall have the right to receive said award or payment to the extent of any deficiency found to be due upon such sale, with legal interest thereon, whether or not a deficiency judgment on this Mortgage shall have been sought, recovered or denied, and counsel fees, costs and disbursements incurred by the Lender in connection with the collection of such award or payment. The receipt of any such award by Lender shall not result in a change in the amount of the installment payments due under the Note and this Mortgage.

9. Borrower will transfer and assign to the Lender, at any time and from time-to-time, in form satisfactory to the Lender, the Borrower's interest in all leases of the Premises or portions thereof, whether now in existence or hereafter entered into, and that the Borrower will not assign the whole or any part of leases of the Premises or any portions thereof, whether now in existence or hereafter entered into, nor the whole or any part of the rents, issues and profits arising from the Premises, without the prior written consent of the Lender and any assignments made in violation hereof shall be null and void. Further, as additional consideration for the Note hereby secured and on a party with this Mortgage, the Borrower has, concurrently herewith, executed and delivered to the Lender a separate Assignment of Rents (herein called the "Assignment") dated as of the date hereof, wherein and whereby, among other things, the Borrower has absolutely assigned to the Lender all of the rents, issues and profits and any and all leases and the rights of management of the Premises, all as therein more specifically set forth, which said Assignment is hereby incorporated herein by reference as fully and with the same effect as if set forth herein at length. The Borrower agrees that it will duly perform and observe all of the terms and provisions on its part to be performed and observed under the Assignment. The Borrower further agrees that it will duly perform and observe all of the terms and provisions on lessor's part to be performed and observed under any and all leases of the Premises to the end that no default on the part of lessor shall exist thereunder. Nothing herein contained shall be deemed to obligate the Lender to perform or discharge any obligation, duty or liability of lessor under any lease of the Premises, and the Borrower shall and does hereby agree to defend, indemnify and hold the Lender harmless from any and all liability, loss or damage which the Lender may or might incur under any lease of the Premises or by reason of the Assignment; and any and all such liability, loss or damage incurred by the Lender, together with the costs and expenses, including reasonable attorneys' fees, incurred by the Lender in the defense of any claims or demands therefor (whether successful or not), shall be so much additional indebtedness hereby secured, and the Borrower shall reimburse the Lender therefor on demand.

10. Borrower will keep proper books of record and account in accordance with generally accepted principles of accounting or methods and principals used by Borrower in the same manner as were used in preparing all financial statements and books of record and account pursuant to the Loan Agreement. Lender shall have the right to review the affairs, finances and accounts of the Borrower and to be informed as to the same by Borrower or, all at such reasonable times and intervals as the Lender may desire, provided Lender provides reasonable notice thereof. Borrower will furnish to the Lender within one hundred twenty (120) days after the end of each fiscal year of the Borrower, copies of statements of income and expense of the Borrower for such fiscal year showing separately and in adequate detail the income and expense of the Premises, all in reasonable detail and stating in comparative form the figures as of the end of and for the previous fiscal year and certified by Borrower.

11. This Mortgage shall operate as a security agreement under the provisions of the Uniform Commercial Code, as now or hereafter amended, with respect to the fixtures on the Premises, or any replacements thereof, or additions thereof, all proceeds of insurance on or sale thereof, and the Borrower will execute and deliver such financing statements as the Uniform Commercial Code requires with respect to such security; and that the Borrower will execute and deliver from time-to-time such further instruments including renewal Mortgages, security agreements, financing statements, certificates, extensions and renewals thereof, and such other documents as may be required by the Lender to preserve, confirm and maintain the lien of this Mortgage on the said fixtures whether now or hereafter acquired, and the Borrower shall pay to the Lender on demand any expenses incurred by the Lender in connection with the preparation and filing of such documents. Fixtures and equipment which the lessee of a portion of Premises has the right to remove are specifically excluded from the provisions of this paragraph except to the extent that lessee's right to remove such fixtures and equipment shall be forfeited under terms of such lessee's lease.

12. In the event of any default by Borrower in the performance of any of the covenants or conditions herein, the Note, and/or the Loan Agreement, the Lender may, at the option of the Lender, perform the same and the cost thereof or any other costs, expenses or fees paid or incurred by Lender as a result of a default of Borrower shall immediately be due from the Borrower to the Lender and secured by this Mortgage.

13. If any action or proceeding be threatened or commenced (except an action to foreclose this Mortgage or to collect the debt secured hereby), to which action or proceeding the Lender is or may become a party or in which it becomes necessary to defend or uphold the lien of this Mortgage, all sums paid by the Lender for the expenses of any such threatened or commenced action or proceeding (including reasonable attorneys' fees) to prosecute or defend the right and lien created by this Mortgage shall on notice and demand be paid by the Borrower and shall be secured by this Mortgage. Additionally, in the event that Lender incurs any attorney fees or costs in dealing with any matter which directly or indirectly effects this Mortgage, Borrower agrees to pay Lender all such costs and expenses upon demand, which sums shall be deemed also secured by the lien of this Mortgage.

14. Lender and any persons authorized by the Lender shall have the right to enter and inspect the Premises at all reasonable times upon reasonable notice.



15. Upon an "Event of Default" as defined below, Lender shall have the right from time to time to sue Borrower for any sums due Lender hereunder whether interest, damages for default in the payment of principal or any installment thereof, taxes, the costs of Lender's performance of the covenants or conditions provided herein, or any other sums required to be paid under the terms of this Mortgage or the Note, as the same becomes due, without regard to whether or not the principal sum secured by the Mortgage shall be due and without prejudice to the right of the Lender thereafter to bring an action of foreclosure, or any other action, for a default or defaults by the Borrower existing at the time such earlier action was commenced.

16. For purposes of this Mortgage, any of the following events shall be deemed an "Event of Default":

A. Default, and continuance thereof for ten (10) days in payment of any principal of, or any interest on, a Note or any other indebtedness due Lender from Borrower; or

B. Any indebtedness of Borrower becomes or is declared to be due and payable prior to its expressed maturity by reason of any default by Borrower or Guarantor in the performance or observance of any obligation or condition in the Loan Agreement; or

C. Borrower or Guarantor become insolvent or admit in writing Borrower's or Guarantor's inability to pay debts as they mature or apply for, consents to or acquiesce in the appointment of a trustee or receiver for Borrower, Guarantor or any property of Borrower or Guarantor, or, in the absence of such application, consent or acquiescence, a trustee or receiver is appointed for Borrower or Guarantor for reorganization, debt arrangement, or other proceeding under any bankruptcy or insolvency law, or any dissolution or liquidation proceeding is instituted by or against Borrower or Guarantor and, if instituted by or against Borrower or Guarantor, are consented to or acquiesced in by Borrower or Guarantor or remains pending for ninety (90) days, or Borrower or Guarantor shall make an assignment for the benefit of creditors; or

D. Borrower or Guarantor fail within sixty (60) days after filing or entry to pay or bond or otherwise discharge any attachment or judgment not covered by insurance which is not stayed on appeal; or

E. A default occurs in the performance of any of the agreements or covenants herein, the Note, and/or the Loan Agreement, and not constituting an Event of Default under any of the preceding subsections of this paragraph; or

F. Any representation made herein or hereafter to Lender is untrue in any material respect, or any schedule, statement, report, notice, assignment or other writing heretofore or hereafter furnished to Lender is untrue in any material respect on the date as of which the facts set forth are stated or certified; or



G. Such a change occurs in the financial condition or affairs of Borrower or Guarantor which, in the opinion of Lender in Lender's reasonable discretion, materially impairs Lender's security or increases Lender's risk;

and then, if any such Event of Default shall be continuing, Lender may declare the Note to be due and payable, time being the essence of the Note, whereon all sums due to Lender from Borrower or Guarantor under the Loan Agreement shall become immediately due and payable, all without presentment, demand, protest or notice of any kind, all of which are hereby expressly waived. Lender shall promptly advise Borrower and Guarantor of any such declaration, but failure to do so promptly shall not impair the effect of such declaration.

The Mortgagor covenants and agrees that if it shall fail to pay said indebtedness or any part thereof when due, or shall fail to perform any covenant or agreement of this instrument or the Note secured hereby, the entire indebtedness hereby secured shall immediately become due, payable, and collectible without notice, at the option of the Mortgagee or assigns, regardless of maturity, and the Mortgagee or his assigns may before or after entry sell said property without appraisal (the Mortgagor having waived and assigned to the Mortgagee all rights of appraisal):

- (I) At judicial sale pursuant to the provisions of 28 U.S.C. 2001 (a); or
- (II) At the option of the Mortgagee, either by auction or by solicitation of sealed bids, for the highest and best bid complying with the terms of sale and manner of payment specified in the published notice of sale; or
- (III) Take any other appropriate action pursuant to state or Federal statute either in state or Federal court or otherwise for the disposition of the property.

17. When the indebtedness secured hereby shall become due whether by acceleration or otherwise, the Lender shall have the right to foreclose the lien hereof; and in any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all reasonable expenditures and expenses which may be paid or incurred by or on behalf of the Lender for the preservation, protection, repair, management and sale of the Premises, and for reasonable attorneys' fees, appraiser's fees, outlay for documentary and expert evidence, stenographer's charges, publication costs and other costs.

18. Upon, or at any time after the filing of a complaint to foreclose this Mortgage, the Court in which such Complaint is filed may appoint Lender as Mortgagee in possession or appoint a receiver of the Premises; that such appointment may be made either before or after sale, without notice and without requiring bond (notice and bond being hereby waived) without regard to the solvency or insolvency of the Borrower at the time of application for such Mortgagee in possession order or receiver and without regard to the then value of the Premises or whether the same shall be then occupied as a homestead or not.

19. Upon any sale by virtue of any judicial proceedings or otherwise for the enforcement of this Mortgage the Premises may be sold in one parcel as an entirety, at the option of Lender, Borrower hereby waiving any requirement of law to the contrary, and the Borrower, to the full extent that it may lawfully do so, for itself and for all who may claim through or under

them hereby expressly waives and releases all right to have the Premises or any part thereof marshaled upon any foreclosure sale, or other enforcement hereof, and any court at the time foreclosure of this Mortgage is sought shall have the right and is hereby authorized and directed to sell the entire Premises as a whole in a single parcel. Borrower for itself and on behalf of its respective successors and assigns hereby expressly waives any right at law or at equity to bar Lender from being the purchaser at any foreclosure sale of the Premises.

20. Any failure by the Lender to insist upon the strict performance by the Borrower of any of the terms and provisions hereof shall not be deemed to be a waiver of any of the terms and provisions hereof, and the Lender, notwithstanding any such failure, shall have the right thereafter to insist upon the strict performance by the Borrower of any and all of the terms and provisions of this Mortgage to be performed by the Borrower; that neither the Borrower nor any other person now or hereafter obligated for the payment of the whole or any part of the Note or any obligation secured by this Mortgage shall be released from liability for repayment of the Note or any obligations secured by this Mortgage (1) by reason of the failure of the Lender to comply with any request of the Borrower or of any other person, to take action to foreclose this Mortgage or of any obligations secured by this Mortgage, or (2) by reason of any agreement or stipulation between any subsequent owner or owners of the Premises and the Lender extending the time of payment or modifying the terms of the Note or Mortgage (whether or not first having obtained the prior written consent of the Borrower or the other person obligated to pay the Note or any obligation secured by this Mortgage); that the Lender may release, regardless of consideration, this Mortgage in whole or in part without, as to the remainder of the security, in anyway impairing or affecting the lien of this Mortgage or the obligations of Borrower or any other person on the Note secured hereby or the priority of such lien over any subordinate lien; and that the Lender may resort for the payment of the indebtedness secured hereby to any other security therefor held by the Lender in such order and manner as the Lender may elect.

21. The rights of the Lender arising under the clauses and covenants contained in this Mortgage shall be separate, distinct and cumulative and none of them shall be in exclusion of the others; that no act of the Lender shall be construed as an election to proceed under anyone provision thereof to the exclusion of any other provision, anything herein or otherwise to the contrary notwithstanding.

22. Borrower agrees that: (a) the Premises will be operated as contemplated in the Loan Agreement; (b) the Premises will at all times be properly equipped for such purpose; (c) Borrower will procure, maintain and comply with all governmental permits and licenses required for such operation; and (d) Borrower will comply with all governmental laws, ordinances, rules and regulations relating to such operation.

23. Borrower has obtained from the City of Crown Point, Indiana (the "City") its express prior consent to execute and deliver this Mortgage and encumber the Premises as security for the indebtedness under the Note.

24. So long as the Ground Lease is in full force and effect and Borrower shall not be in default under any provision of the Ground Lease beyond applicable cure periods, and no event has occurred which has continued to exist for a period of time (after notice, if any, required by



the Ground Lease) as would entitle the City to terminate the Ground Lease or Borrower's right to possession thereunder or would cause, without further action by the City, the termination of the Ground Lease, or would entitle the City to dispossess Borrower thereunder:

A. the right of possession of Borrower to the Premises shall not be terminated or disturbed by any steps or proceedings taken by Borrower or Lender in the exercise of any of its rights under this Mortgage, the indebtedness secured thereby, or otherwise, including, without limitation, a foreclosure pursuant to this Mortgage or a Deed in lieu of foreclosure;

B. the Ground Lease shall not be terminated or affected by said exercise of any remedy provided for in this Mortgage;

C. the Ground Lease shall not be terminated or affected by any purchase or sale of the Premises and acquisition of title to the Premises by any person or entity shall be subject to Borrower's right to possession under, and pursuant to the terms of, the Ground Lease; and

D. from and after acquisition of title to the Premises, each successive owner shall be obligated to discharge fully and timely all of the obligations of the City under the Lease.

25. This Mortgage cannot be changed except by an agreement in writing, signed by the party against whom enforcement of the change is sought.

26. Borrower and Lender agree: (a) that this Mortgage shall constitute a Security Agreement and financing statement within the meaning of Uniform Commercial Code, (the "Code") of the State of Indiana with respect to all sums on deposit with the Lender pursuant hereto and with respect to any property included in the definition herein of the word "Premises" which property may not be deemed to form a part of the real estate described in Exhibit A attached hereto or may not constitute a "fixture" and all replacements of such property, substitutions for such property, additions to such property, books and records relating to the Premises and operations thereof and the proceeds thereof (said property, replacements, substitutions, additions and the proceeds thereof being sometimes herein collectively referred to as the "Collateral"); and (b) that a security interest in and to the Collateral is hereby granted to the Lender; and (c) all of Borrower's right, title and interest therein are hereby assigned to Lender; all to secure payment of the Note and any other sums due Lender under the Note or this Mortgage and to secure performance by the Borrower of the terms, covenants and provisions hereof.

27. In the event any provisions of this Mortgage is ruled invalid or unenforceable in whole or in part, by a court of competent jurisdiction, such invalid or unenforceable provision shall be deleted or modified to the extent required to make such provision valid and enforceable as if such invalid or unenforceable provisions had never been included herein or were included herein only to the extent that said provisions are valid and enforceable. This Mortgage shall remain fully effective according to its terms after such deletions or modifications.

28. If there shall there exist, at any time, a conflict with the terms and conditions set forth in the Loan Agreement and the terms and conditions set forth herein, then the Loan Agreement terms and conditions shall control in all instances of such conflict.

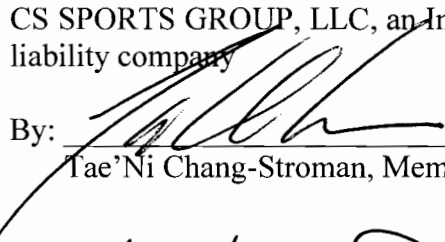


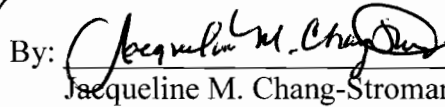


IN WITNESS WHEREOF, Borrower has caused this Mortgage to be executed by its Members as of the 3rd day of August, 2016.

**BORROWER:**

CS SPORTS GROUP, LLC, an Indiana limited liability company

By:   
Tae'Ni Chang-Stroman, Member

By:   
Jacqueline M. Chang-Stroman, Member

STATE OF INDIANA )

COUNTY OF LAKE )

**Document is NOT OFFICIAL!**

The undersigned, a notary public in and for said County and State, does hereby certify that Tae'Ni Chang-Stroman and Jacqueline M. Chang-Stroman, personally known to me to be the Members of CS Sports Group, LLC, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such authorized signers and Members, each of them signed and delivered the said instrument, pursuant to proper authority, as their free and voluntary act and deed, and as the free and voluntary act and deed of said CS Sports Group, LLC for the uses and purposes therein set forth.

GIVEN under my hand and official seal as of the 3rd day of August, 2016.

Commission Expires: 6/14/2024

County of Residence: Porter

  
Laura Tavitas, Notary Public

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.



THIS INSTRUMENT WAS PREPARED BY: LAURA TAVITAS, 1757 THORNAPPLE CIRCLE, VALPARAISO, IN 46385

**LAURA TAVITAS**  
Notary Public  
**SEAL**  
State of Indiana, Porter County  
Commission No. 685710  
My Commission Expires June 14, 2024

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

PART OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 34 NORTH, RANGE 8 WEST OF THE SECOND PRINCIPAL MERIDIAN IN THE CITY OF CROWN POINT, LAKE COUNTY, INDIANA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID NORTHWEST QUARTER, THENCE NORTH 89 DEGREES 58 MINUTES 38 SECONDS WEST, ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 526.62 FEET TO A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF THE ABANDONED CONRAIL RAILROAD (FORMERLY THE PITTSBURGH, CINCINNATI, CHICAGO AND ST. LOUIS RAILROAD); THENCE NORTH 38 DEGREES 54 MINUTES 14 SECONDS WEST ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE, 756.72 FEET TO A POINT OF CURVE IN SAID RIGHT-OF-WAY LINE; THENCE NORTHWESTERLY ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE ON A CURVE CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 9872.0 FEET, AN ARC DISTANCE OF 485.68 FEET; THENCE NORTH 45 DEGREES 45 MINUTES 10 SECONDS EAST, 80.11 FEET TO THE POINT OF BEGINNING; THENCE NORTH 45 DEGREES 45 MINUTES 10 SECONDS EAST, 248.00 FEET; THENCE NORTH 44 DEGREES 14 MINUTES 50 SECONDS WEST, 493.00 FEET; THENCE SOUTH 45 DEGREES 45 MINUTES 10 SECONDS WEST, 248.00 FEET; THENCE SOUTH 44 DEGREES 14 MINUTES 50 SECONDS EAST, 493.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 2.81 ACRES MORE OR LESS.

