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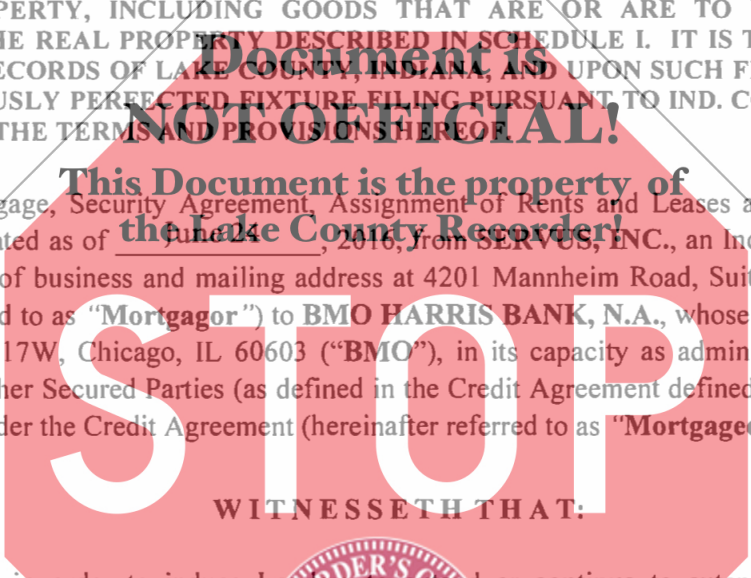
STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
2016 JUN 29 AM 8:56
MICHAEL B. BROWN
RECORDER

2016 055299

Re-Record to Correct Legal Description
MORTGAGE, SECURITY AGREEMENT,
ASSIGNMENT OF RENTS AND LEASES AND FIXTURE FILING

THIS MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND LEASES AND
FIXTURE FILING: (A) SECURES CERTAIN LOANS AND OTHER REIMBURSEMENT OBLIGATIONS
AND NOTES AND THE MAXIMUM AMOUNT HEREBY SECURED THAT MAY BE OUTSTANDING
AT ANY TIME AND FROM TIME TO TIME INCLUDING FUTURE ADVANCES MAY BE \$35,000,000;
AND (B) IS ALSO A SECURITY AGREEMENT AS DEFINED IN IND. CODE 26-1-9.1-102(b)(74) OF THE
UNIFORM COMMERCIAL CODE AS IN EFFECT IN INDIANA (THE "UCC") AND A FIXTURE
FILING AS DEFINED IN IND. CODE 26-1-9.1-102(a)(40) OF THE UCC, COVERING REAL AND
PERSONAL PROPERTY, INCLUDING GOODS THAT ARE OR ARE TO BECOME FIXTURES
SITUATED ON THE REAL PROPERTY DESCRIBED IN SCHEDULE I. IT IS TO BE FILED IN THE
REAL ESTATE RECORDS OF LAKE COUNTY, INDIANA, AND UPON SUCH FILING IS EFFECTIVE
AS A CONTINUOUSLY PERFECTED FIXTURE FILING PURSUANT TO IND. CODE 26-1-9.1-502 AND
26-1-9.1-515, AND THE TERMS AND PROVISIONS HEREOF.

STATE OF INDIANA
LAKE COUNTY
RECORDER'S OFFICE
2016 JUN 29 AM 8:56



This Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing (the
"Mortgage") is dated as of June 24, 2016, from SERVUS, INC., an Indiana corporation, with
its principal place of business and mailing address at 4201 Mannheim Road, Suite A, Jasper, IN 47546
(hereinafter referred to as "Mortgagor") to BMO HARRIS BANK, N.A., whose mailing address is 115
S. LaSalle Street, 17W, Chicago, IL 60603 ("BMO"), in its capacity as administrative agent, for the
Lenders and the other Secured Parties (as defined in the Credit Agreement defined below), including any
successor agent under the Credit Agreement (hereinafter referred to as "Mortgagee");

WITNESSETH THAT:

WHEREAS, in order to induce Lenders to extend or continue to extend credit to Mortgagor
pursuant to the Credit Agreement dated as of event date herewith by and among Mortgagor, BMO, as
administrative agent, as a lender, as sole bookrunner and as sole arranger, and Lenders (the "Credit
Agreement"), Mortgagor may sign and deliver to Mortgagee such notes, agreements, guaranties, and/or
applications evidencing such obligations or otherwise setting forth the terms and conditions related
thereto, which indebtedness, obligations, and liabilities (together with all interest and fees thereon, and all
costs and expenses related thereto), whether now existing or hereafter arising, are to be secured by this
Mortgage;

WHEREAS, capitalized terms used in this Mortgage and not otherwise defined in this Mortgage
shall have the meanings given to those terms in the Credit Agreement;

4848-6126-1106.1

Lake County, Indiana

1 ref \$63100
\$2,000 over #03164 JAS E
ok. 031583
58.1
2.00 over

NOW, THEREFORE, to secure (i) each of the following:

(a) the payment of the Term Loan advanced to or for the account of Mortgagor pursuant to the Credit Agreement in the principal amount of up to \$29,000,000, and all promissory note(s) issued thereunder (if any), including all promissory notes issued, in whole or in part, in extension or renewal thereof or in substitution or replacement therefor, as each of the foregoing may from time to time be amended or modified, together with all interest on the outstanding principal balance of such term loan and the payment of all prepayment premiums, fees, costs and expenses from time to time payable under the terms of or otherwise relating to the Credit Agreement, and

(b) the payment of all amounts now and from time to time hereafter advanced to or for the account of Mortgagor under the Development Loans pursuant to the Credit Agreement which advances may aggregate up to \$3,000,000 in principal at any one time outstanding, and all promissory note(s) issued thereunder, including all promissory notes issued, in whole or in part, in extension or renewal thereof or in substitution or replacement therefor, as each of the foregoing may from time to time be amended or modified, together with all interest on all such advances and the payment of all prepayment premiums, fees, costs and expenses from time to time payable under the terms of or otherwise relating to the Credit Agreement, and

(c) the payment of all amounts now and from time to time hereafter advanced to or for the account of Mortgagor under the Revolving Loans pursuant to the Credit Agreement which advances may aggregate up to \$3,000,000 in principal at any one time outstanding, and all promissory note(s) issued thereunder, including all promissory notes issued, in whole or in part, in extension or renewal thereof or in substitution or replacement therefor, as each of the foregoing may from time to time be amended or modified, together with all interest on all such advances and the payment of all prepayment premiums, fees, costs and expenses from time to time payable under the terms of or otherwise relating to the Credit Agreement, and

(d) the payment of all indebtedness, obligations, and liabilities from time to time owing by Mortgagor under one or more Swap Contract including all amounts arising under or in connection with the termination thereof, together with all interest on thereon and the payment of all fees, costs and expenses from time to time payable under the terms of or otherwise relating to the Swap Contract,

(all such notes, agreements, and/or applications evidencing such indebtedness, obligations, and liabilities or otherwise setting forth the terms and conditions related thereto, and all guaranties and security documents therefor, being hereinafter collectively referred to as the "**Loan Documents**"), (ii) the payment of all other indebtedness, obligations and liabilities which this Mortgage secures pursuant to any of its terms, and (iii) the observance and performance of all covenants and agreements contained herein or in the Loan Documents or in any other instrument or document at any time evidencing or securing any of the foregoing or setting forth terms and conditions applicable thereto (all of such indebtedness, obligations and liabilities described in clauses (i), (ii), and (iii) above being hereinafter collectively referred to as the "**Secured Indebtedness**"), Mortgagor does hereby grant, bargain, sell, convey, mortgage, warrant, assign, and pledge unto Mortgagee, for the benefit of the Secured Parties, and their respective successors and assigns, and grant to Mortgagee, for the benefit of the Secured Parties, and their

respective successors and assigns, a continuing security interest in, all and singular the properties, rights, interests and privileges described below, all of the same being collectively referred to herein as the "**Mortgaged Premises**":

(A) Fee interest in certain real estate more particularly described on **Schedule I** attached hereto and made a part hereof (the "**Real Estate**").

(B) All buildings and improvements of every kind and description heretofore or hereafter erected or placed on the Real Estate (the "**Improvements**") and all materials intended for construction, reconstruction, alteration and repairs of the 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.

(C) All fixtures, machinery, apparatus, equipment, fittings and articles of personal property of every kind and nature whatsoever now or hereafter attached to or contained in or used or useful in connection with said Real Estate and Improvements now or hereafter located thereon and the operation, maintenance and protection thereof, including but not limited to all machinery, motors, fittings, radiators, awnings, shades, screens, all gas, coal, steam, electric, oil and other heating, cooking, power and lighting apparatus and fixtures, all fire prevention and extinguishing equipment and apparatus, all cooling and ventilating apparatus and systems, all plumbing, incinerating, and sprinkler equipment and fixtures, all elevators and escalators, all communication and electronic monitoring equipment, all window and structural cleaning rigs and all other machinery and equipment of every nature and fixtures and appurtenances thereto and all items of furniture, appliances, draperies, carpets, other furnishings, equipment and personal property used or useful in the operation, maintenance and protection of the said Real Estate and Improvements now or hereafter located thereon and all renewals or replacements thereof or articles in substitution therefor, whether or not the same are or shall be attached to said real estate, buildings or improvements in any manner, and all proceeds thereof; it being mutually agreed, intended and declared that all the aforesaid property shall, so far as permitted by law, be deemed to form a part and parcel of the real estate and, for the purpose of this Mortgage, to be real estate and covered by 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 UCC for the purpose of creating hereby a security interest in said property, which is hereby granted by Mortgagor as debtor to Mortgagee for the benefit of the Secured Parties, and their respective successors and assigns, securing the Secured Indebtedness. The addresses of Mortgagor (debtor) and Mortgagee (secured party) appear at the beginning hereof.

(D) All right, title and interest of Mortgagor now owned or hereafter acquired in and to all and singular the estates, tenements, hereditaments, privileges, easements, licenses, franchises, appurtenances and royalties, mineral, oil, and water rights belonging or in any wise appertaining to the Real Estate and Improvements and the reversions, rents, issues, revenues and profits thereof, including all interest of Mortgagor in all rents, issues and profits of the aforementioned property and all rents, issues, profits, revenues, royalties, bonuses, rights and benefits due, payable or accruing (including all deposits of money as advanced rent or for security) under any and all leases or subleases and renewals thereof, or under any contracts or options for the sale of all or any part of, said property (including during any period allowed by

law for the redemption of said property after any foreclosure or other sale), together with the right, but not the obligation, to collect, receive and receipt for all such rents and other sums and apply them to the Secured Indebtedness and to demand, sue for and recover the same when due or payable; provided that the assignments made hereby shall not impair or diminish the obligations of Mortgagor under the provisions of such leases or other agreements nor shall such obligations be imposed upon Mortgagee. By acceptance of this Mortgage, Mortgagee agrees, not as a limitation or condition hereof, but as a personal covenant available only to Mortgagor that until an Event of Default (as hereinafter defined) shall occur giving Mortgagee the right to foreclose this Mortgage, Mortgagor may collect, receive (but not more than 30 days in advance) and enjoy such rents.

(E) All plans, specifications, working drawings and like materials prepared in connection with Improvements constituting part of the Mortgaged Premises, all rights of Mortgagor against vendors or manufacturers in connection with equipment located upon the Mortgaged Premises, whether arising by virtue of warranty or otherwise, all rights against contractors, sub-contractors and materialmen arising in connection with work performed at or on the Mortgaged Premises or with materials furnished for the construction of improvements at or on the Mortgaged Premises, and all rights of Mortgagor under contracts to provide any of the foregoing, in each case whether now owned or existing or hereafter arising or acquired.

(F) All judgments, awards of damages, settlements and other compensation heretofore or hereafter made resulting from condemnation proceedings or the taking of the Real Estate or any part thereof or any building or other improvement now or at any time hereafter located thereon or any easement or other appurtenance thereto under the power of eminent domain, or any similar power, including any award from the United States Government at any time after the allowance of the claim therefor, the ascertainment of the amount thereof and the issuance of the warrant for the payment thereof), whether permanent or temporary, or for any damage (whether caused by such taking or otherwise) to said property or any part thereof or the improvements thereon or any part thereof, or to any rights appurtenant thereto, including severance and consequential damage, and any award for change of grade of streets (collectively, "Condemnation Awards"); and all right, title, and interest in all insurance policies maintained in connection with the Real Estate or any part thereof or any building or other improvement now or at any time hereafter located thereon or any easement or other appurtenance thereto or for any damage to said property or any part thereof or the improvements thereon or any part thereof, or to any rights appurtenant thereto.

(G) All property and rights, if any, which are by the express provisions of this Mortgage required to be subjected to the lien hereof and any additional property and rights that may from time to time hereafter be subjected to the lien hereof by Mortgagor or by anyone on Mortgagor's behalf, including any greater estate in either the Real Estate or the Improvements.

(H) All rights in and to common areas and access roads on adjacent properties heretofore or hereafter granted to Mortgagor and any after-acquired title or reversion in and to the beds of any ways, roads, streets, avenues and alleys adjoining the Real Estate or any part thereof.



(I) All proceeds of the conversion, voluntary or involuntary, of any of the foregoing into cash or other liquidated claims, including, without limitation, all proceeds of insurance.

TO HAVE AND TO HOLD the Mortgaged Premises and the properties, rights and privileges hereby granted, bargained, sold, conveyed, mortgaged, warranted, pledged and assigned, and in which a security interest is granted, or intended so to be, unto Mortgagee, its successors and assigns, forever; *provided, however,* that this Mortgage is upon the express condition that if the Secured Indebtedness shall be fully paid and performed and all commitments contained in the Loan Documents to extend credit thereunder shall have terminated, then this Mortgage and the estate and rights hereby granted shall cease and this Mortgage shall be released by Mortgagee upon the written request and at the expense of Mortgagor, otherwise to remain in full force and effect.

This security interest granted by Mortgagor to Mortgagee includes a security interest in all goods of Mortgagor that are to become fixtures to the Real Estate and this Mortgage is intended to be a fixture filing.

This Mortgage is given to secure, among other things, future advances made or to be made under the Credit Agreement and shall secure not only presently existing Secured Indebtedness under the Loan Documents but also future advances, whether such advances are obligatory or to be made at the option of Mortgagee or any Lender, or otherwise to the same extent as if such future advances were made on the date of the execution of this Mortgage, although there may be no advance made at the time of execution of this Mortgage and although there may be no Secured Indebtedness outstanding at the time any advance is made. The lien of this Mortgage shall be valid as to all Secured Indebtedness, including future advances, from the time of its filing for record in the recorder's office in the county in which the Mortgaged Premises are located. This Mortgage shall be valid and have priority over all subsequent liens and encumbrances, including statutory liens, excepting solely taxes and assessments levied on the Mortgaged Premises, to the extent of the maximum amount secured hereby.

Mortgagor hereby covenants and agrees with Mortgagee for the benefit of the Secured Parties, and their respective successors and assigns, as follows:

1. Payment of the Secured Indebtedness. The Secured Indebtedness will be promptly paid as and when the same becomes due.

2. Ownership of Mortgaged Premises. Mortgagor covenants and warrants that it is lawfully seized of and has good and marketable title to the Mortgaged Premises free and clear of all liens, charges, and encumbrances except Permitted Liens. Mortgagor has good right, full power, and authority to convey, transfer, and mortgage the same to Mortgagee for the benefit of the Secured Parties, and their respective successors and assigns, for the uses and purposes set forth in this Mortgage; and Mortgagor will warrant and forever defend the title to the Mortgaged Premises subject to the Permitted Liens against all claims and demands whatsoever.

3. Further Assurances. Mortgagor will execute and deliver such further instruments and do such further acts as may be necessary or proper to carry out more effectively the purpose of this Mortgage and, without limiting the foregoing, to make subject to the lien hereof any property agreed to be subjected hereto or covered by the Granting Clauses hereof or intended so to be.

4. **Possession.** Provided no Event of Default has occurred and is continuing hereunder, Mortgagor shall be suffered and permitted to remain in full possession, enjoyment and control of the Mortgaged Premises, subject always to the observance and performance of the terms of this Mortgage.

5. **Payment of Taxes.** Mortgagor shall pay before any penalty attaches, all general taxes and all special taxes, special assessments, water, drainage and sewer charges and all other charges of any kind whatsoever, ordinary or extraordinary, which may be levied, assessed, imposed or charged on or against the Mortgaged Premises or any part thereof and which, if unpaid, might by law become a lien or charge upon the Mortgaged Premises or any part thereof, and shall, upon written request, exhibit to Mortgagee official receipts evidencing such payments, except that, unless and until foreclosure, distraint, sale or other similar proceedings shall have been commenced, no such charge or claim need be paid if being contested (except to the extent any full or partial payment shall be required by law), after notice to Mortgagee, by appropriate proceedings which shall operate to prevent the collection thereof or the sale or forfeiture of the Mortgaged Premises or any part thereof to satisfy the same, conducted in good faith and with due diligence and if Mortgagor shall have furnished such security, if any, as may be required in the proceedings or requested by Mortgagee.

Subject to any limitations established by applicable law, if an Event of Default has occurred under Section 8.01(a) of the Credit Agreement more than one time prior to the payment of the obligations in full, Mortgagee may require Mortgagor to maintain with Mortgagee reserves for the payment of annual real estate taxes, assessments, and insurance premiums, which reserves shall initially be created by advance payment of an amount required by Mortgagee and thereafter Mortgagor shall pay monthly an amount equal to 1/12 of the annual real estate taxes, assessments, and insurance premiums, as estimated by Mortgagee, so as to produce amounts at least equal to the real estate taxes, assessments, and insurance premiums to be paid. The reserve funds shall be held by Mortgagee as a general deposit from Mortgagor, which Mortgagee may satisfy by the payment of all or any part of the real estate taxes, assessments, and insurance premiums required to be paid by Mortgagor as they become due. Mortgagee shall have the right to draw upon the reserve funds to pay any such items, and Mortgagor shall not be required to determine the validity or accuracy of any item before paying it. Nothing in the Mortgage shall be construed as requiring Mortgagee to advance other monies for such purposes, and Mortgagee shall not incur any liability for anything it may do or omit to do with respect to the reserve account. Subject to any limitations established by applicable law, if the reserve funds disclose a shortage or deficiency, Mortgagor shall pay such shortage or deficiency as required by Mortgagee on demand. All amounts in the reserve account are hereby pledged to further secure the Secured Indebtedness, whether now existing or hereafter arising, and Mortgagee is hereby authorized to withdraw and apply such amounts to the Secured Indebtedness (in such order and manner as Mortgagee may elect) upon the occurrence and during the continuation of an Event of Default. Mortgagee shall not be required to pay any interest or earnings on the reserve funds unless required by law or agreed to by Mortgagee in writing. Mortgagee does not hold the reserve funds in trust for Mortgagor, and Mortgagee is not Mortgagor's agent for payment of the real estate taxes, assessments, and insurance premiums owing by Mortgagor.

6. **Payment of Taxes on Loan Documents, Mortgage or Interest of Mortgagee.** Mortgagor agrees that if any tax, assessment or imposition upon this Mortgage or the Secured Indebtedness or any Loan Document or the interest of Mortgagee in the Mortgaged Premises or upon Mortgagee by reason of

or as a holder of any of the foregoing (including, without limitation, corporate privilege, franchise and excise taxes, but excepting therefrom any income tax on interest payments on the principal portion of the Secured Indebtedness imposed by the United States or any state) is levied, assessed or charged, then, unless all such taxes are paid by Mortgagor to, for or on behalf of Mortgagee as they become due and payable (which Mortgagor agrees to do upon demand of Mortgagee, to the extent permitted by law), or Mortgagee is reimbursed for any such sum advanced by Mortgagee, all sums hereby secured shall become immediately due and payable, at the option of Mortgagee upon thirty (30) days' notice to Mortgagor, notwithstanding anything contained herein or in any law heretofore or hereafter enacted, including any provision thereof forbidding Mortgagor from making any such payment. Mortgagor agrees to exhibit to Mortgagee, upon request, official receipts showing payment of all taxes and charges which Mortgagor is required to pay hereunder.

7. Recordation and Payment of Taxes and Expenses Incident Thereto. Mortgagor will cause this Mortgage, all amendments hereto, all mortgages supplemental hereto, and any financing statement or other notice of a security interest required by Mortgagee at all times to be kept, recorded and filed at its own expense in such manner and in such places as may be required by law for the recording and filing or for the rerecording and refileing of a mortgage, security interest, assignment or other lien or charge upon the Mortgaged Premises, or any part thereof, in order fully to preserve and protect the rights of Mortgagee hereunder and, without limiting the foregoing, Mortgagor will pay or reimburse Mortgagee for the payment of any and all taxes, fees or other charges incurred in connection with any such recordation or rerecording, including any documentary stamp tax or tax imposed upon the privilege of having this Mortgage or any instrument issued pursuant hereto recorded.

8. Insurance. Mortgagor will, at its expense, keep all buildings, improvements, equipment and other property now or hereafter constituting part of the Mortgaged Premises insured against loss or damage by fire, lightning, windstorm, explosion and such other risks as are usually included under extended coverage policies, or which are usually insured against by owners of like property, in amount sufficient to prevent Mortgagor or Mortgagee from becoming a co-insurer of any partial loss under applicable policies and in any event not less than the then full insurable value (actual replacement value without deduction for physical depreciation) thereof, as determined at the request of Mortgagee and at Mortgagor's expense by the insurer or insurers or by an expert approved by Mortgagee, all under insurance policies payable, in case of loss or damage, to Mortgagee, such rights to be evidenced by the usual standard non-contributory form of mortgage clause to be attached to each policy. Mortgagor shall not carry separate insurance concurrent in kind or form and contributing in the event of loss, with any insurance required hereby. Mortgagor shall also obtain and maintain public liability, property damage and workmen's compensation insurance in each case in form and content satisfactory to Mortgagee and in amounts as are customarily carried by owners of like property and approved by Mortgagee. Mortgagor shall also obtain and maintain such other insurance with respect to the Mortgaged Premises in such amounts and against such insurable hazards as Mortgagee from time to time may require, including, without limitation, boiler and machinery insurance, insurance against flood risks, host liquor liability, war risk insurance when and to the extent obtainable from the United States Government or any agency thereof, and insurance against loss of rent due to fire and risks now or hereafter embraced by so-called "extended coverage". All insurance required hereby shall be maintained with good and responsible insurance companies satisfactory to Mortgagee and shall not provide for any deductible amount in excess of \$100,000 not approved in writing by Mortgagee, shall provide that any losses shall be payable notwithstanding any act or negligence of Mortgagor, shall provide that no cancellation thereof shall be

effective until at least thirty (30) days after receipt by Mortgagor and Mortgagee of written notice thereof (ten (10) days in the case of non-payment of premiums), and shall be satisfactory to Mortgagee in all other respects. Upon the execution of this Mortgage and thereafter not less than fifteen (15) days prior to the expiration date of any policy delivered pursuant to this Mortgage, Mortgagor will deliver to Mortgagee certificates of insurance evidencing Mortgagor's compliance with the foregoing (and, at Mortgagee's request, the originals of any policy or renewal policy, as the case may be, required by this Mortgage, bearing notations evidencing the payment of all premiums). In the event of foreclosure, Mortgagor authorizes and empowers Mortgagee to effect insurance upon the Mortgaged Premises in amounts aforesaid for a period covering the time of redemption from foreclosure sale provided by law, and if necessary therefor to cancel any or all existing insurance policies.

UNLESS MORTGAGOR PROVIDES MORTGAGEE WITH EVIDENCE OF THE INSURANCE COVERAGE REQUIRED BY THIS MORTGAGE, MORTGAGEE MAY PURCHASE INSURANCE AT MORTGAGOR'S EXPENSE TO PROTECT MORTGAGEE'S AND LENDERS' INTERESTS IN THE MORTGAGED PREMISES. THIS INSURANCE MAY, BUT NEED NOT, PROTECT MORTGAGOR'S INTERESTS IN THE MORTGAGED PREMISES. THE COVERAGE PURCHASED BY MORTGAGEE MAY NOT PAY ANY CLAIMS THAT MORTGAGOR MAKES OR ANY CLAIM THAT IS MADE AGAINST MORTGAGOR IN CONNECTION WITH THE MORTGAGED PREMISES. MORTGAGOR MAY LATER CANCEL ANY SUCH INSURANCE PURCHASED BY MORTGAGEE, BUT ONLY AFTER PROVIDING MORTGAGEE WITH EVIDENCE THAT MORTGAGOR HAS OBTAINED INSURANCE AS REQUIRED BY THIS MORTGAGE. IF MORTGAGEE PURCHASES INSURANCE FOR THE MORTGAGED PREMISES, MORTGAGOR WILL BE RESPONSIBLE FOR THE COSTS OF THAT INSURANCE, INCLUDING INTEREST AND ANY OTHER CHARGES THAT MORTGAGEE MAY IMPOSE IN CONNECTION WITH THE PLACEMENT OF THE INSURANCE, UNTIL THE EFFECTIVE DATE OF THE CANCELLATION OR EXPIRATION OF THE INSURANCE. THE COSTS OF THE INSURANCE MAY BE ADDED TO THE SECURITY INTEREST. THE COSTS OF THE INSURANCE MAY BE MORE THAN THE COST OF INSURANCE MORTGAGOR MAY BE ABLE TO OBTAIN ON ITS OWN.

9. Damage to or Destruction of Mortgaged Premises.

(a) *Notice.* In case of any material damage to or destruction of the Mortgaged Premises or any part thereof, Mortgagor shall promptly give written notice thereof to Mortgagee, generally describing the nature and extent of such damage or destruction.

(b) *Restoration.* In case of any damage to or destruction of the Mortgaged Premises or any part thereof, Mortgagor, whether or not the insurance proceeds, if any, received on account of such damage or destruction shall be sufficient for the purpose, at Mortgagor's expense, will promptly commence and complete (subject to unavoidable delays occasioned by strikes, lockouts, acts of God, inability to obtain labor or materials, governmental restrictions and similar causes beyond the reasonable control of Mortgagor) the restoration, replacement or rebuilding of the Mortgaged Premises as nearly as possible to its value, condition and character immediately prior to such damage or destruction.

(c) *Adjustment of Loss.* Mortgagor hereby authorizes Mortgagee, at Mortgagee's option, to adjust and compromise any losses under any insurance afforded, but unless Mortgagee elects to adjust the losses as aforesaid, said adjustment and/or compromise shall be made by Mortgagor, subject to final approval of Mortgagee in the case of losses exceeding \$10,000.

(d) *Application of Insurance Proceeds.* Net insurance proceeds received by Mortgagee under the provisions of this Mortgage or any instruments supplemental hereto or thereto or under any policy or policies of insurance covering the Mortgaged Premises or any part thereof shall be held, applied and disbursed, as applicable, in accordance with the Credit Agreement.

10. Eminent Domain. Mortgagor acknowledges that Condemnation Awards have been assigned to Mortgagee, for the account of the Lenders and other Secured Parties, which awards Mortgagee is hereby irrevocably authorized to collect and receive, and to give appropriate receipts and acquittances therefor, and which shall be held, applied and disbursed, as applicable, in accordance with the Credit Agreement. Mortgagor covenants and agrees that Mortgagor will give Mortgagee immediate notice of the actual or threatened commencement of any proceedings under condemnation or eminent domain affecting all or any part of the Mortgaged Premises including any easement therein or appurtenance thereof or severance and consequential damage and change in grade of streets, and will deliver to Mortgagee copies of any and all papers served in connection with any such proceedings. Mortgagor further covenants and agrees to make, execute and deliver to Mortgagee, at any time or times upon request, free, clear and discharged of any encumbrances of any kind whatsoever, any and all further assignments and/or instruments deemed necessary by Mortgagee for the purpose of validly and sufficiently assigning all awards and other compensation heretofore and hereafter to be made to Mortgagor for any taking, either permanent or temporary, under any such proceeding.

11. Construction, Repair, Waste, Etc. Mortgagor agrees (i) subject to subsection (vii) below and Section 7.05 of the Credit Agreement, that no building or other improvement on the Mortgaged Premises and constituting a part thereof shall be altered, removed or demolished nor shall any fixtures or appliances on, in or about said Buildings or improvements be altered, removed, sold or mortgaged, without the consent of Mortgagee and in the event of the demolition or destruction in whole or in part of any of the fixtures, chattels or articles of personal property covered hereby, Mortgagor covenants that the same will be replaced promptly by similar fixtures, chattels and articles of personal property at least equal in quality and condition to those replaced, free from any security interest in or encumbrance thereon or reservation of title thereto; (ii) to permit, commit or suffer no waste, impairment or deterioration of the Mortgaged Premises or any part thereof; (iii) to keep and maintain said Mortgaged Premises and every part thereof in good and first class repair and condition; (iv) to effect such repairs as Mortgagee may reasonably require and from time to time to make all needful and proper replacements and additions so that said buildings, fixtures, machinery and appurtenances will, at all times, be in good and first class condition, fit and proper for the respective purposes for which they were originally erected or installed; (v) to comply with all statutes, orders, requirements or decrees relating to the Mortgaged Premises by any federal, state or municipal authority; (vi) to observe and comply with all conditions and requirements necessary to preserve and extend any and all rights, licenses, permits (including, but not limited to, zoning variances, special exceptions and non-conforming uses), privileges, franchises and concessions which are applicable to the Mortgaged Premises or which have been granted to or contracted for by Mortgagor in connection with any existing or presently contemplated use of the Mortgaged Premises or any part thereof and not to initiate or acquiesce in any changes to or terminations of any of the foregoing or of zoning classifications affecting the use to which the Mortgaged Premises or any part thereof may be put without the prior written consent of Mortgagee in its sole discretion; and (vii) to make no material alterations in or improvements or additions to the Mortgaged Premises in excess of \$100,000 in the aggregate without the prior written consent of Mortgagee in its sole discretion.

12. Liens and Encumbrances. Mortgagor will not, without the prior written consent of Mortgagee, directly or indirectly, create or suffer to be created or to remain and will discharge or promptly cause to be discharged any mortgage, lien, encumbrance or charge on, pledge of, or conditional sale or other title retention agreement with respect to, the Mortgaged Premises or any part thereof, whether superior or subordinate to the lien hereof, except for the Permitted Liens.

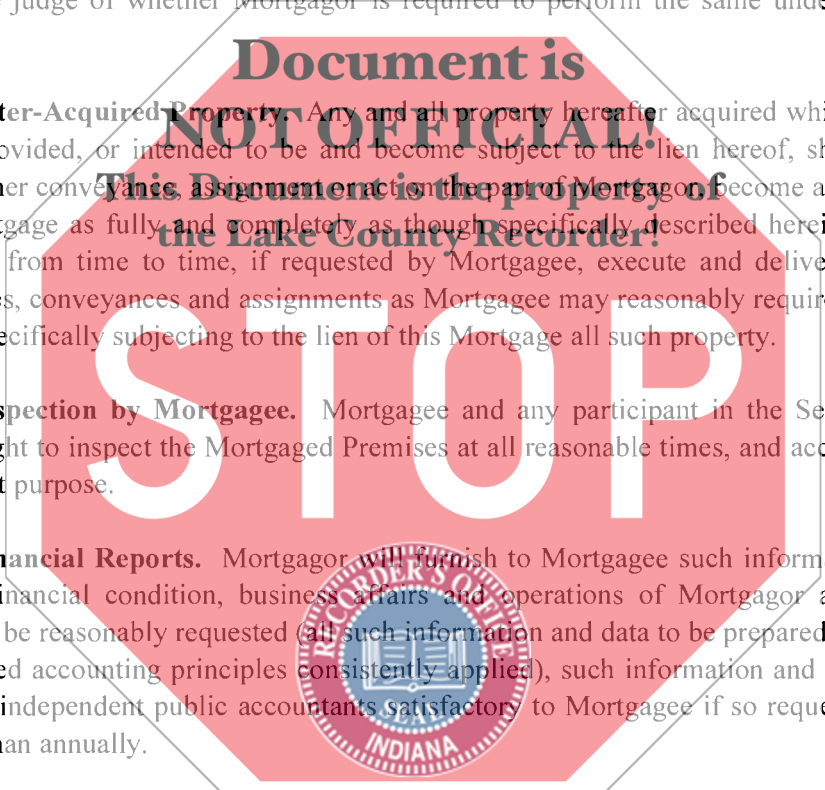
13. Right of Mortgagee to Perform Mortgagor's Covenants, Etc. If Mortgagor shall fail to make any payment or perform any act required to be made or performed hereunder, Mortgagee, without waiving or releasing any obligation or default, may (but shall be under no obligation to) at any time thereafter make such payment or perform such act for the account and at the expense of Mortgagor, and may enter upon the Mortgaged Premises or any part thereof for such purpose and take all such action thereon as, in the opinion of Mortgagee, may be necessary or appropriate therefor. All sums so paid by Mortgagee and all costs and expenses (including, without limitation, attorneys' fees and expenses) so incurred, together with interest thereon from the date of payment or incurrence at the Default Rate, shall constitute so much additional Secured Indebtedness and shall be paid by Mortgagor to Mortgagee on demand. Mortgagee in making any payment authorized under this Section relating to taxes or assessments may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax assessment, sale, forfeiture, tax lien or title or claim thereof. Mortgagee, in performing any act hereunder, shall be the sole judge of whether Mortgagor is required to perform the same under the terms of this Mortgage.

14. After-Acquired Property. Any and all property hereafter acquired which is of the kind or nature herein provided, or intended to be and become subject to the lien hereof, shall ipso facto, and without any further conveyance, assignment or action on the part of Mortgagor, become and be subject to the lien of this Mortgage as fully and completely as though specifically described herein; but nevertheless Mortgagor shall from time to time, if requested by Mortgagee, execute and deliver any and all such further assurances, conveyances and assignments as Mortgagee may reasonably require for the purpose of expressly and specifically subjecting to the lien of this Mortgage all such property.

15. Inspection by Mortgagee. Mortgagee and any participant in the Secured Indebtedness shall have the right to inspect the Mortgaged Premises at all reasonable times, and access thereto shall be permitted for that purpose.

16. Financial Reports. Mortgagor will furnish to Mortgagee such information and data with respect to the financial condition, business affairs and operations of Mortgagor and the Mortgaged Premises as may be reasonably requested (all such information and data to be prepared in accordance with generally accepted accounting principles consistently applied), such information and data to be prepared and certified by independent public accountants satisfactory to Mortgagee if so requested by Mortgagee not more often than annually.

17. Subrogation. Mortgagor acknowledges and agrees that Mortgagee shall be subrogated to any lien discharged out of the proceeds of any credit extended under the Loan Documents or out of any advance by Mortgagee hereunder, irrespective of whether or not any such lien may have been released of record.



18. Events of Default. Each Event of Default, as defined in the Credit Agreement, constitutes an “*Event of Default*” under this Mortgage.

19. Remedies. When any Event of Default has happened and is continuing (regardless of the pendency of any proceeding which has or might have the effect of preventing Mortgagor from complying with the terms of this instrument and of the adequacy of the security for the Secured Indebtedness) and in addition to such other rights as may be available under the Loan Documents or applicable law, but subject at all times to any mandatory legal requirements:

(a) *Acceleration.* Mortgagee may, by written notice to Mortgagor, declare the Secured Indebtedness, including all principal and interest then accrued thereon, to be forthwith due and payable, whereupon the same shall become and be forthwith due and payable, without other notice or demand of any kind.

(b) *Uniform Commercial Code.* Mortgagee shall, with respect to any part of the Mortgaged Premises constituting property of the type in respect of which realization on a lien or security interest granted therein is governed by the UCC, have all the rights, options and remedies of a secured party under the UCC, including without limitation, the right to the possession of any such property, or any part thereof, and the right to enter without legal process any premises where any such property may be found. Any requirement of said UCC for reasonable notification shall be met by mailing written notice to Mortgagor at its address above set forth at least ten (10) days prior to the sale or other event for which such notice is required. The costs and expenses of retaking, selling, and otherwise disposing of said property, including attorneys’ fees and legal expenses incurred in connection therewith, shall constitute so much additional Secured Indebtedness and shall be payable upon demand with interest at the Default Rate.

(c) *Foreclosure.* Mortgagee may proceed to protect and enforce the rights of Mortgagee hereunder (i) by any action at law, suit in equity or other appropriate proceedings, whether for the specific performance of any agreement contained herein, or for an injunction against the violation of any of the terms hereof, or in aid of the exercise of any power granted hereby or by law, or (ii) by the foreclosure of this Mortgage.

(d) *Appointment of Receiver.* Mortgagee shall, as a matter of right, without notice and without giving bond to Mortgagor or anyone claiming by, under or through it, and without regard to the solvency or insolvency of Mortgagor or the then value of the Mortgaged Premises, be entitled to have a receiver appointed of all or any part of the Mortgaged Premises and the rents, issues and profits thereof, with such power as the court making such appointment shall confer, and Mortgagor hereby consents to the appointment of such receiver and shall not oppose any such appointment. Any such receiver may, to the extent permitted under applicable law, without notice, enter upon and take possession of the Mortgaged Premises or any part thereof by force, summary proceedings, ejectment or otherwise, and may remove Mortgagor or other persons and any and all property therefrom, and may hold, operate and manage the same and receive all earnings, income, rents, issues and proceeds accruing with respect thereto or any part thereof, whether during the pendency of any foreclosure or until any right of redemption shall expire or otherwise.



(e) *Taking Possession, Collecting Rents, Etc.* Mortgagee may enter and take possession of the Mortgaged Premises or any part thereof and manage, operate, insure, repair and improve the same and take any action that, in Mortgagee's judgment, is necessary or proper to conserve the value of the Mortgaged Premises. Mortgagee may also take possession of, and for these purposes use, any and all personal property contained in the Mortgaged Premises and used in the operation, rental or leasing thereof or any part thereof. Mortgagee shall be entitled to collect and receive all earnings, revenues, rents, issues and profits of the Mortgaged Premises or any part thereof (and for such purpose Mortgagor does hereby irrevocably constitute and appoint Mortgagee its true and lawful attorney-in-fact for it and in its name, place and stead to receive, collect and receipt for all of the foregoing, Mortgagor irrevocably acknowledging that any payment made to Mortgagee hereunder shall be a good receipt and acquittance against Mortgagor to the extent so made) and to apply same to the reduction of the Secured Indebtedness. The right to enter and take possession of the Mortgaged Premises and use any personal property therein, to manage, operate and conserve the same, and to collect the rents, issues and profits thereof, shall be in addition to all other rights or remedies of Mortgagee hereunder or afforded by law, and may be exercised concurrently therewith or independently thereof. The expenses (including any receiver's fees, counsels' fees, costs and agent's compensation) incurred pursuant to the powers herein contained shall be so much additional Secured Indebtedness, which Mortgagor promises to pay upon demand together with interest at the Default Rate. Mortgagee shall not be liable to account to Mortgagor for any action taken pursuant hereto other than to account for any rents actually received by Mortgagee. Without taking possession of the Mortgaged Premises, Mortgagee may, in the event the Mortgaged Premises becomes vacant or is abandoned, take such steps as it deems appropriate to protect and secure the Mortgaged Premises (including hiring watchmen therefor) and all costs incurred in so doing shall constitute so much additional Secured Indebtedness payable upon demand with interest at the Default Rate.

20. Waiver of Right to Redeem From Sale - Waiver of Appraisalment, Valuation, Etc. Mortgagor shall not and will not apply for or avail itself of any appraisalment, valuation, stay, extension or exemption laws, or any so-called "*Moratorium Laws*", now existing or hereafter enacted in order to prevent or hinder the enforcement or foreclosure of this Mortgage, but hereby waives the benefit of such laws. Mortgagor for itself and all who may claim through or under it waives any and all right to have the property and estates comprising the Mortgaged Premises marshalled upon any foreclosure of the lien hereof and agrees that any court having jurisdiction to foreclose such lien may order the Mortgaged Premises sold as an entirety. In the event of any sale made under or by virtue of this Mortgage, the whole of the Mortgaged Premises may be sold in one parcel as an entirety or in separate lots or parcels at the same or different times, all as Mortgagee may determine. Mortgagee or any Secured Party shall have the right to become the purchaser at any sale made under or by virtue of this Mortgage and Mortgagee or any Secured Party so purchasing at any such sale shall have the right to be credited upon the amount of the bid made therefor by Mortgagee or Secured Party with the amount payable to Mortgagee out of the net proceeds of such sale. In the event of any such sale, the Secured Indebtedness, if not previously due, shall be and become immediately due and payable without demand or notice of any kind. Mortgagor hereby waives any and all rights of redemption prior to or from sale under any order or decree of foreclosure pursuant to rights herein granted, on behalf of Mortgagor, and each and every person acquiring any interest in, or title to the Mortgaged Premises described herein subsequent to the date of this Mortgage, and on behalf of all other persons to the extent permitted by applicable law.

21. Costs and Expenses of Foreclosure. In any suit to foreclose the lien hereof there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for attorneys' fees, appraisers' fees, environmental auditors' fees, outlays for documentary and expert evidence, stenographic charges, publication costs and costs (which may be estimated as the items to be expended after the entry of the decree) of procuring all such abstracts of title, title searches and examination, guarantee policies, and similar data and assurances with respect to title as Mortgagee may deem to be reasonably necessary either to prosecute any foreclosure action or to evidence to the bidder at any sale pursuant thereto the true condition of the title to or the value of the Mortgaged Premises, all of which expenditures shall become so much additional Secured Indebtedness which Mortgagor agrees to pay and all of such shall be immediately due and payable with interest thereon from the date of expenditure until paid at the Default Rate.

22. Application of Proceeds. The proceeds of any foreclosure sale of the Mortgaged Premises or of any sale of property pursuant to Section 19(b) hereof shall be distributed in the following order of priority: First, on account of all costs and expenses incident to the foreclosure or other proceedings including all such items as are mentioned in Sections 19(b) and 21 hereof; Second, to the Secured Indebtedness in such order and manner as Mortgagee shall determine, with any overplus to whomsoever Mortgagee shall reasonably determine to be lawfully entitled to the same.

23. Deficiency Decree. If at any foreclosure proceeding the Mortgaged Premises shall be sold for a sum less than the total amount of indebtedness for which judgment is therein given, the judgment creditor shall be entitled to the entry of a deficiency decree against Mortgagor and against the property of Mortgagor for the amount of such deficiency; and Mortgagor does hereby irrevocably consent to the appointment of a receiver for the Mortgaged Premises and the property of Mortgagor and until such deficiency decree is satisfied in full.

24. Mortgagee's Remedies Cumulative - No Waiver. No remedy or right of Mortgagee shall be exclusive of but shall be cumulative and in addition to every other remedy or right now or hereafter existing at law or in equity or by statute or otherwise. No delay in the exercise or omission to exercise any remedy or right accruing on any default shall impair any such remedy or right or be construed to be a waiver of any such default or acquiescence therein, nor shall it affect any subsequent default of the same or a different nature. Every such remedy or right may be exercised concurrently or independently, and when and as often as may be deemed expedient by Mortgagee.

25. Mortgagee Party to Suits. If Mortgagee shall be made a party to or shall intervene in any action or proceeding affecting the Mortgaged Premises or the title thereto or the interest of Mortgagee under this Mortgage (including probate and bankruptcy proceedings), or if Mortgagee employs an attorney to collect any or all of the Secured Indebtedness or to enforce any of the terms hereof or realize hereupon or to protect the lien hereof, or if Mortgagee shall incur any costs or expenses in preparation for the commencement of any foreclosure proceedings or for the defense of any threatened suit or proceeding which might affect the Mortgaged Premises or the security hereof, whether or not any such foreclosure or other suit or proceeding shall be actually commenced, then in any such case, Mortgagor agrees to pay to Mortgagee, immediately and without demand, all reasonable costs, charges, expenses and attorney's fees incurred by Mortgagee in any such case, and the same shall constitute so much additional Secured Indebtedness payable upon demand with interest at the Default Rate.

26. Modifications Not to Affect Lien. Mortgagee, without notice to anyone, and without regard to the consideration, if any, paid therefor, or the presence of other liens on the Mortgaged Premises, may in its discretion release any part of the Mortgaged Premises or any person liable for any of the Secured Indebtedness, may extend the time of payment of any of the Secured Indebtedness and may grant waivers or other indulgences with respect hereto and thereto, and may agree with Mortgagor to modifications to the terms and conditions contained herein or otherwise applicable to any of the Secured Indebtedness (including modifications in the rates of interest applicable thereto), without in any way affecting or impairing the liability of any party liable upon any of the Secured Indebtedness or the priority of the lien of this Mortgage upon all of the Mortgaged Premises not expressly released, and any party acquiring any direct or indirect interest in the Mortgaged Premises shall take same subject to all of the provisions hereof.

27. Notices. All communications provided for herein shall be in writing and shall be deemed to have been given when delivered personally or mailed by first class mail, postage prepaid, addressed to the parties hereto at their addresses as shown at the beginning of this Mortgage or to such other and different address as Mortgagor or Mortgagee may designate pursuant to a written notice sent in accordance with the provisions of this Section.

28. Other Security Documents. Mortgagor acknowledges that this Mortgage is one of several mortgages and/or other security documents (the aforesaid being together called the “**Other Security Documents**”) that secure the Secured Indebtedness or portions thereof. Mortgagor agrees that the lien of this Mortgage shall be absolute and unconditional and shall not in any manner be affected or impaired by any acts or omissions whatsoever of Mortgagee, the Secured Parties, or any other holder of any of the Secured Indebtedness, and without limiting the generality of the foregoing, the lien and security hereof shall not be impaired by any acceptance by Mortgagee, the Secured Parties, or any other holder of any of the Secured Indebtedness of any security for or guarantors upon any of the Secured Indebtedness or by any failure, neglect or omission on the part of Mortgagee, the Secured Parties, or any other holder of any of the Secured Indebtedness to realize upon or protect any of the Secured Indebtedness or any collateral or security therefor including the Other Security Documents. The lien and security interest hereof shall not in any manner be impaired or affected by any release (except as to the property released), sale, pledge, surrender, compromise, settlement, renewal, extension, indulgence, alteration, substitution, exchange, change in, modification or disposition of any of the Secured Indebtedness, or of any of the collateral or security therefor, including, without limitation, the Other Security Documents or of any guaranty thereof, or of any instrument or agreement setting forth the terms and conditions pertaining to any of the foregoing. Mortgagee may at its discretion foreclose, exercise any power of sale, or exercise any other remedy available to it under any or all of the Other Security Documents without first exercising or enforcing any of its right and remedies hereunder. Such exercise of Mortgagee’s rights and remedies under any or all of the Other Security Documents shall not in any manner impair the Secured Indebtedness, except to the extent of payment, or the lien of this Mortgage and any exercise of the rights or remedies of Mortgagee hereunder shall not impair the lien of any of the Other Security Documents or any of Mortgagee’s rights and remedies thereunder. Mortgagor specifically consents and agrees that Mortgagee may exercise its rights and remedies hereunder and under the Other Security Documents separately or concurrently and in any order that it may deem appropriate.

29. Obligations Not Secured. The obligations of Mortgagor and the rights and remedies of Mortgagee set forth in this Mortgage are independent from those of Mortgagor or any other Loan Party

pursuant to any hazardous substance certificate and indemnity agreement or any other environmental indemnity agreement delivered by Mortgagor or any other Loan Party to indemnify Mortgagee or any other Secured Party.

30. Governing Law. The creation of this Mortgage, the perfection of the lien and security interest in the Mortgaged Premises, and the rights and remedies of Mortgagee with respect to the Mortgaged Premises, as provided herein and by the laws of the state in which the Mortgaged Premises is located, shall be governed by and construed in accordance with the internal laws of the state in which the Mortgaged Premises are located without regard to principles of conflicts of law. Otherwise, the Loan Documents and all other obligations of Mortgagor (including, but not limited to, the liability of Mortgagor for any deficiency following a foreclosure of all or any part of the Mortgaged Premises) shall be governed by and construed in accordance with the internal laws of the State of Illinois without regard to principles of conflicts of laws, such state being the state where such documents were executed and delivered. The terms and provisions set forth in **Schedule II** attached hereto are hereby incorporated by reference as though fully set forth herein. In the event of any conflict between the terms and provisions contained in the body of this Mortgage and the terms and provisions set forth in Schedule II, the terms and provisions set forth in Schedule II shall govern and control.

31. Partial Invalidity. All rights, powers and remedies provided herein are intended to be limited to the extent necessary so that they will not render this Mortgage invalid, unenforceable or not entitled to be recorded, registered or filed under any applicable law. If any term of this Mortgage shall be held to be invalid, illegal or unenforceable, the validity and enforceability of the other terms of this Mortgage shall in no way be affected thereby.

32. Successors and Assigns. Whenever any of the parties hereto is referred to, such reference shall be deemed to include the successors and assigns of such party, and all the covenants, promises and agreements in this Mortgage contained by or on behalf of Mortgagor, or by or on behalf of Mortgagee, shall bind and inure to the benefit of the respective successors and assigns of such parties, whether so expressed or not. If more than one party signs this instrument as Mortgagor, then the term "*Mortgagor*" as used herein shall mean all of such parties, jointly and severally.

33. Headings. The headings in this Mortgage are for convenience of reference only and shall not limit or otherwise affect the meaning of any provision hereof.

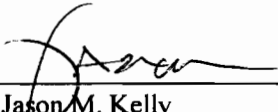
34. Changes, Etc. This Mortgage and the provisions hereof may be changed, waived, discharged or terminated only by an instrument in writing signed by the party against which enforcement of the change, waiver, discharge or termination is sought.

35. Maturity Date. The final maturity date of the obligations secured by this Mortgage is July 1, 2021.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Mortgagor has caused these presents to be signed and sealed the day and year first above written.

SERVUS, INC., an Indiana corporation

By 
Name: Jason M. Kelly
Title: Chief Executive Officer, President and Chief Financial Officer

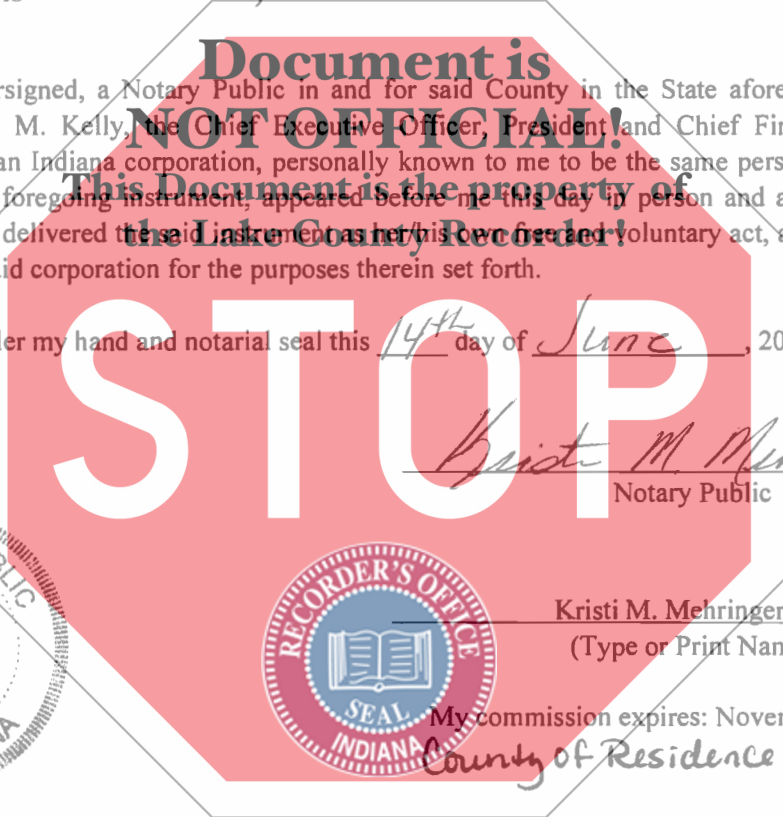
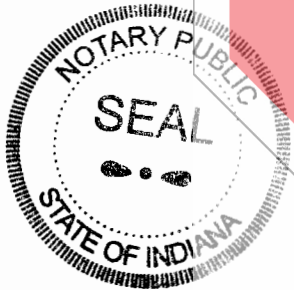
ACKNOWLEDGMENT


STATE OF INDIANA)
) SS
COUNTY OF DUBOIS)

The undersigned, a Notary Public in and for said County in the State aforesaid, does hereby certify that Jason M. Kelly, the Chief Executive Officer, President and Chief Financial Officer of SERVUS, INC., an Indiana corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she/he signed and delivered the said instrument as her/his own free and voluntary act, and as the free and voluntary act of said corporation for the purposes therein set forth.

Given under my hand and notarial seal this 14th day of June, 2016.

(Notary Seal)




Notary Public

Kristi M. Mehringer
(Type or Print Name)

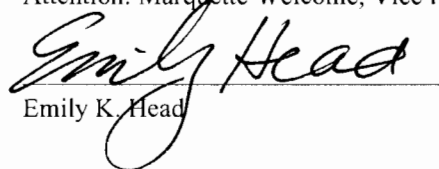


My commission expires: November 5, 2016
County of Residence: Dubois

This document has been prepared by: Emily K. Head, Esq., Kutak Rock LLP, 1650 Farnam Street, Omaha, NE 68102.

I affirm, under the penalties of perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by law. Emily K. Head, Esq.

Return recorded instrument to: BMO Harris Bank N.A., 7700 Irvine Center Drive, Suite 510, Irvine, CA 92618, Attention: Marquette Welcome, Vice President Franchise Finance.


Emily K. Head



LEGAL DESCRIPTION

SCHEDULE I

P. Commencing at the intersection of the centerline of the P.C.C. and St. Louis Railway (Pennsylvania Railroad) (100 feet wide right-of-way) and East right of way line of Main Street (State Route 55); thence Southeasterly along said centerline, a distance of 100.03 feet; thence West perpendicular with the West line of the Southeast Quarter of said Section 5, a distance of 69.92 feet, to a point on the East right-of-way line of said Main Street; thence North, along said East right-of-way line a distance of 71.53 feet, the point of beginning, Lake County, Indiana.

ALSO EXCEPT that part deeded to F & H Properties, Inc. by Warranty Deed recorded as Instrument Number 2004-012704 in the Office of the Recorder of Lake County, Indiana, more particularly described as follows:

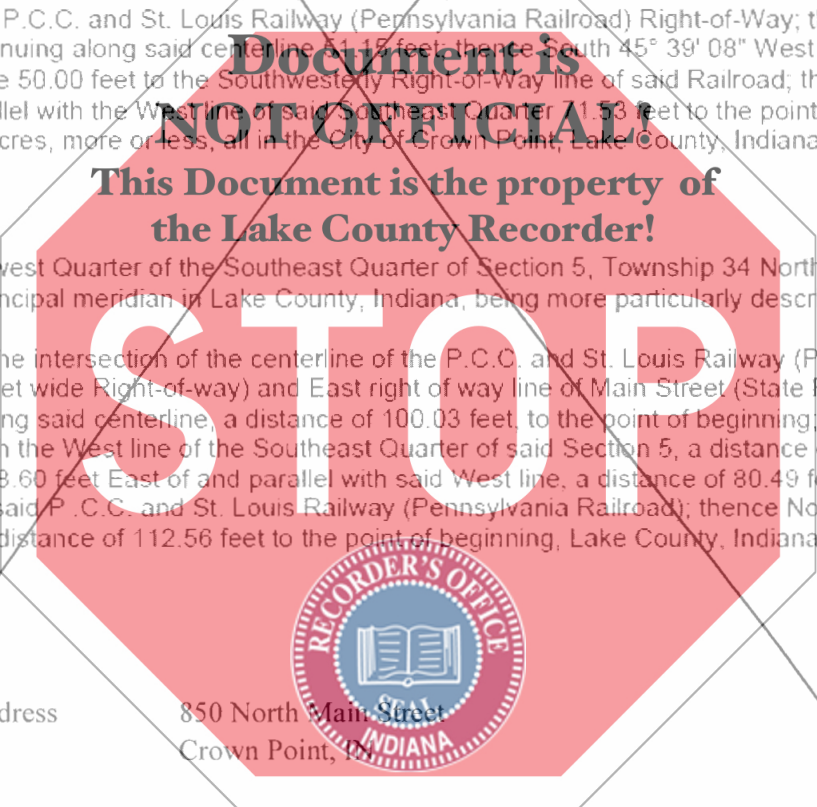
Part of the Northwest Quarter of the Southeast Quarter of Section 5, Township 34 North, Range 8 West of the Second Principal Meridian, in Lake County, Indiana, more particularly described as follows:

Commencing at a point 100 feet South of the Northwest corner of said Southeast Quarter; thence South 00° 00' 00" East along the West line of said Southeast Quarter, 164.34 feet to a point on the Northeasterly Right-of-Way line of the P.C.C. and St. Louis Railway (Pennsylvania Railroad); thence South 44° 20' 52" East along said Northeasterly Right-of-Way, 14.31 feet; thence South 00° 00' 00" East, 143.06 feet; thence South 90° 00' 00" East, 148.60 feet; thence South 00° 00' 00" West 80.49 feet to the centerline of said P.C.C. and St. Louis Railway (Pennsylvania Railroad) Right-of-Way; thence South 44° 20' 52" East continuing along said centerline 51.15 feet; thence South 45° 39' 08" West perpendicular to the said centerline 50.00 feet to the Southwesterly Right-of-Way line of said Railroad; thence North 00° 00' 00" East parallel with the West line of said Southeast Quarter 71.53 feet to the point of beginning, containing 0.03 acres, more or less, all in the City of Crown Point, Lake County, Indiana.

Parcel 3:

In Part of the Northwest Quarter of the Southeast Quarter of Section 5, Township 34 North, Range 8 West of the Second principal meridian in Lake County, Indiana, being more particularly described as follows:

Commencing at the intersection of the centerline of the P.C.C. and St. Louis Railway (Pennsylvania Railroad) (100 feet wide Right-of-way) and East right of way line of Main Street (State Route 55); thence Southeasterly along said centerline, a distance of 100.03 feet, to the point of beginning; thence East, perpendicular with the West line of the Southeast Quarter of said Section 5, a distance of 78.68 feet, thence South, 158.60 feet East of and parallel with said West line, a distance of 80.49 feet, to a point on the centerline of said P .C.C. and St. Louis Railway (Pennsylvania Railroad); thence Northwesterly along said centerline a distance of 112.56 feet to the point of beginning, Lake County, Indiana.



Property Address

850 North Main Street
Crown Point, IN

Schedule I

Legal Description

Parcel 1:

Part of the Northwest Quarter of the Northwest Quarter of the Southeast Quarter of Section 5, Township 34 North, Range 8 West of the 2nd Principal Meridian, in the City of Crown Point, Lake County, Indiana, described as follows:

Beginning at an iron pin North 5.0 feet and East 10.6 feet from the Southwest corner of said Quarter Quarter Section, which iron pin is on the right-of-way line of Main Street (State Road 55) and 30.0 feet from the centerline of said street; thence East 148.0 feet to an iron pin; thence North 85.0 feet to an iron pipe on the Southerly right-of-way line of the P.C.C. & St. Louis Railroad; thence North 44 degrees 24 minutes West 211.5 feet, along said right-of-way line, to an iron pin on the East right-of-way line of Main Street (State Road 55); thence South 236.0 feet along said line to the point of beginning.

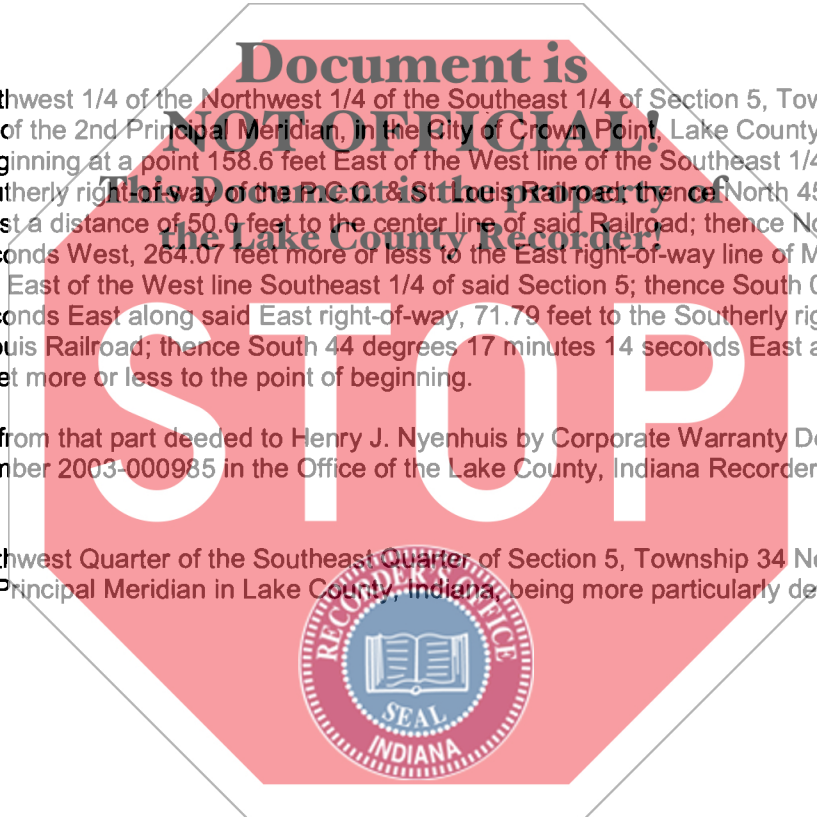
Parcel 2:

Part of the Northwest 1/4 of the Northwest 1/4 of the Southeast 1/4 of Section 5, Township 34 North, Range 8 West of the 2nd Principal Meridian, in the City of Crown Point, Lake County, Indiana, described as follows: Beginning at a point 158.6 feet East of the West line of the Southeast 1/4 of said Section 5 and on the Southerly right-of-way of the P.C.C. & St. Louis Railroad; thence North 45 degrees 42 minutes 46 seconds East a distance of 50.0 feet to the center line of said Railroad; thence North 44 degrees 17 minutes 14 seconds West, 264.07 feet more or less to the East right-of-way line of Main Street said point being 10.6 feet East of the West line Southeast 1/4 of said Section 5; thence South 00 degrees 08 minutes 45 seconds East along said East right-of-way, 71.79 feet to the Southerly right-of-way of the P.C.C. & St. Louis Railroad; thence South 44 degrees 17 minutes 14 seconds East along said right-of-way, 212.55 feet more or less to the point of beginning.

EXCEPT therefrom that part deeded to Henry J. Nyenhuis by Corporate Warranty Deed recorded as Instrument Number 2003-000985 in the Office of the Lake County, Indiana Recorder described as follows:

Part of the Northwest Quarter of the Southeast Quarter of Section 5, Township 34 North, Range 5 West of the Second Principal Meridian in Lake County, Indiana, being more particularly described as follows:

CONTINUED



Commencing at the intersection of the centerline of the P.C.C. and St. Louis Railway (Pennsylvania Railroad) (100 feet wide right-of-way) and East right of way line of Main Street (State Route 55); thence Southeasterly along said centerline, a distance of 100.03 feet; thence West perpendicular with the West line of the Southeast Quarter of said Section 5, a distance of 69.92 feet, to a point on the East right-of-way line of said Main Street; thence North, along said East right-of-way line a distance of 71.53 feet, the point of beginning, Lake County, Indiana.

ALSO EXCEPT that part deeded to F & H Properties, Inc. by Warranty Deed recorded as Instrument Number 2004-012704 in the Office of the Recorder of Lake County, Indiana, more particularly described as follows:

Part of the Northwest Quarter of the Southeast Quarter of Section 5, Township 34 North, Range 8 West of the Second Principal Meridian, in Lake County, Indiana, more particularly described as follows:
Commencing at a point 100 feet South of the Northwest corner of said Southeast Quarter; thence South 00° 00' 00" East along the West line of said Southeast Quarter, 164.34 feet to a point on the Northeasterly Right-of-Way line of the P.C.C. and St Louis Railway (Pennsylvania Railroad); thence South 44° 20' 52" East along said Northeasterly Right-of-Way, 14.31 feet; thence South 00° 00' 00" East, 143.06 feet; thence South 90° 00' 00" East, 148.60 feet; thence South 00° 00' 00" West 80.49 feet to the centerline of said P.C.C. and St. Louis Railway (Pennsylvania Railroad) Right-of-Way; thence South 44° 20' 52" East continuing along said centerline 51.15 feet; thence South 45° 39' 08" West perpendicular to the said centerline 50.00 feet to the Southwesterly Right-of-Way line of said Railroad; thence North 00° 00' 00" East parallel with the West line of said Southeast Quarter 11.53 feet to the point of beginning, containing 0.03 acres, more or less, all in the City of Crown Point, Lake County, Indiana.

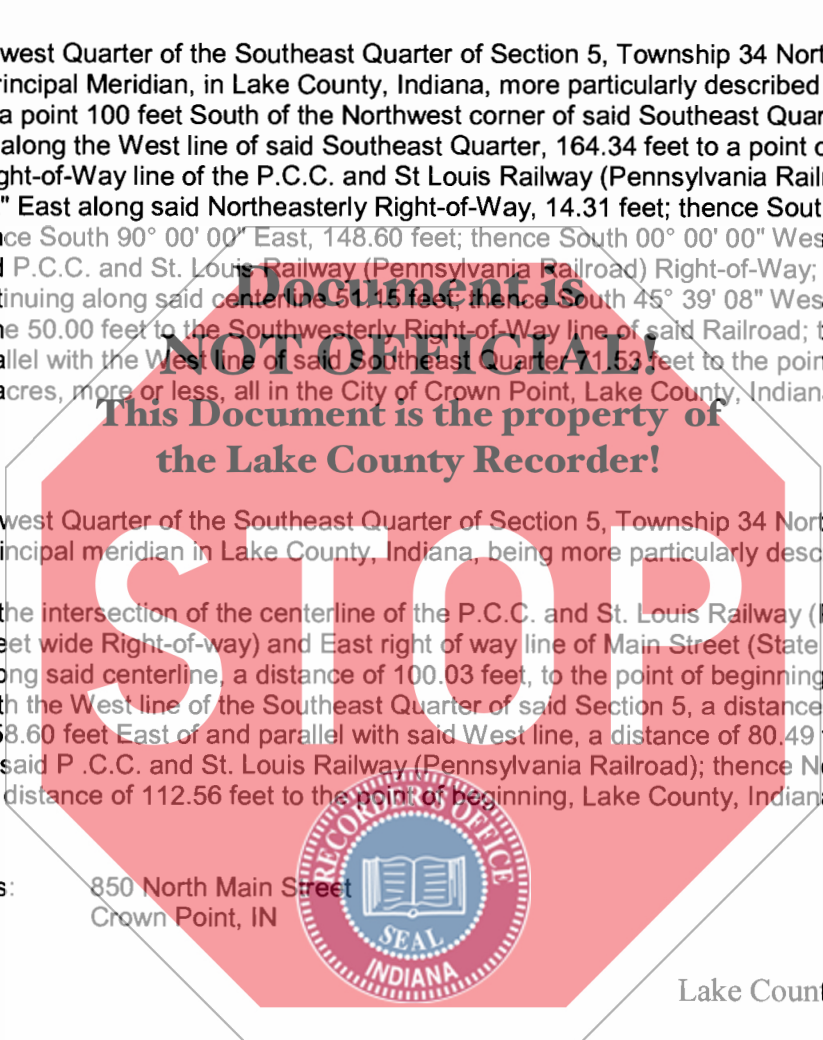
Parcel 3:

Part of the Northwest Quarter of the Southeast Quarter of Section 5, Township 34 North, Range 8 West of the Second principal meridian in Lake County, Indiana, being more particularly described as follows:

Commencing at the intersection of the centerline of the P.C.C. and St. Louis Railway (Pennsylvania Railroad) (100 feet wide Right-of-way) and East right of way line of Main Street (State Route 55); thence Southeasterly along said centerline, a distance of 100.03 feet, to the point of beginning; thence East, perpendicular with the West line of the Southeast Quarter of said Section 5, a distance of 78.68 feet, thence South, 158.60 feet East of and parallel with said West line, a distance of 80.49 feet, to a point on the centerline of said P .C.C. and St. Louis Railway (Pennsylvania Railroad); thence Northwesterly along said centerline a distance of 112.56 feet to the point of beginning, Lake County, Indiana.

Property Address: 850 North Main Street
Crown Point, IN

Lake County, Indiana



A parcel of land lying in the Southwest quarter of Section 10, Township 36 North, Range 9 West of the 2nd P.M. being more particularly described as beginning at the Northwest corner of the Southwest quarter of said Section 10; thence Easterly along the North line of the Southwest quarter of said Section 10; (said North line also being the center line of 169th Street), a distance of 1495.82 feet; thence South 19 degrees 13 minutes 15 seconds East, a distance of 35.12 feet to a point on the Southerly right of way line of 169th Street as the place of beginning; thence South 19 degrees 13 minutes 15 seconds East, a distance of 76.62 feet; thence South 0 degrees 46 minutes 45 seconds West a distance of 88.0 feet; thence South 89 degrees 13 minutes 15 seconds East, a distance of 160.00 feet; more or less, to a point in the West boundary of that certain property described as Tract B in affidavit recorded May 28, 1985 as Document No. 804762; thence North 0 degrees 46 minutes 45 seconds East, a distance of 160.00 feet along said West line to a point on the Southerly right of way line of 169th Street; thence Westerly along the Southerly right of way line of 169th Street, a distance of 186.28 feet, more or less, to the place of beginning, in Lake County, Indiana.

EXCEPTING THEREFROM:

A part of the Southwest Quarter of Section 10, Township 36 North, Range 9 West, Lake County, Indiana, described as follows: Commencing at the Northwest corner of said quarter section; thence South 89 degrees 00 minutes 32 seconds East (assumed bearing) 455.926 meters (1495.82 feet) along the North line of said quarter section to the prolonged West line of the grantor's land; thence South 19 degrees 00 minutes 32 seconds East 70.19 meters (229.95 feet) along said prolonged West line to the point of beginning of this description, which point is at the intersection of the South boundary of 169th Street and the West line of the grantor's land; thence South 89 degrees 00 minutes 32 seconds East 56.756 meters (186.21 feet) along said South boundary to the East line of the grantor's land; thence South 0 degrees 59 minutes 28 seconds West 2.953 meters (9.69 feet) along said East line; thence North 89 degrees 00 minutes 28 seconds West 43.252 meters (141.90 feet); thence North 89 degrees 00 minutes 31 seconds West 12.429 meters (40.78 feet) to said West line; thence North 19 degrees 00 minutes 32 seconds West 3.141 meters (10.31 feet) along said West line to the point of beginning and containing 166.0 square meters (1787 feet) more or less.

Property Address

3400 169th Street
Hammond, IN



Lake County, IN

SCHEDULE II

LOCAL LAW PROVISIONS

This Schedule II is hereby incorporated by reference into and made a part of the Mortgage as if fully set forth therein. In the event of any inconsistency between the terms and provisions of this Schedule II and the other provisions of the Mortgage, the terms and provisions of this Schedule II shall control and be binding. All provisions and terms of the Mortgage not otherwise amended or modified herein shall remain in full force and effect, and all definitions contained in the Mortgage shall have the same meanings for purposes of this Schedule II, except as otherwise specifically defined or modified hereby.

1. Definitions (State-Specific). Terms used in this Schedule II that are not otherwise defined are given the same meaning as set forth in the Mortgage. The following terms and references (for purposes of this Schedule II only) shall mean the following:

(i) **“Applicable Law”** means statutory and case law in the State, including, but not by way of limitation, Mortgages, Ind. Code § 32-29, Mortgage Foreclosure Actions, Ind. Code § 32-30-10, Receiverships, Ind. Code § 32-30-5, and the UCC, as amended, modified and/or recodified from time to time.

(ii) **“County”** means the County in the State in which the Mortgaged Premises is located.

(iii) **“State”** means the State of Indiana.

(iv) **“UCC”** means the Uniform Commercial Code - Secured Transactions, Ind. Code § 26-1-9.1 as amended, modified and/or recodified from time to time; provided, however, if by reason of mandatory provisions of law, the perfection, the effect of perfection or nonperfection, and the priority of a security interests in any UCC collateral are governed by the Uniform Commercial Code as in effect in a jurisdiction other than the State, **“UCC”** shall mean the Uniform Commercial Code as in effect in such other jurisdiction for purposes of the provisions hereof relating to perfection, effect of perfection or non-perfection, and the priority of the security interests in any such UCC collateral.

2. Recitals. The recitals set forth in the Mortgage are incorporated herein by reference and made a part of the Mortgage as if fully set forth herein and therein.

3. Future Advances. Notwithstanding anything contained in the Mortgage or the Obligations to the contrary, the Mortgage shall secure: (i) Obligations in the maximum principal amount of \$70,000,000, exclusive of any items described in (ii) below, including any additional advances made from time to time after the date hereof pursuant to the Obligations whether made as part of the obligations secured hereby, made at the option of the Mortgagee, made after a reduction to a zero (0) or other balance, or made otherwise, (ii) all other amounts payable by Borrower, or advanced by Mortgagee for the account, or on behalf, of Borrower, pursuant to the Obligations, including amounts advanced with respect to the Mortgaged Premises for the payment of taxes, assessments, insurance premiums and other costs and impositions incurred for the protection of the Mortgaged Premises to the same extent as if the future advances were made on the date of execution of the Mortgage; and (iii) future modifications, extensions, and renewals of any Obligations secured by the Mortgage. Pursuant to Ind. Code § 32-29-1-

10, the lien of the Mortgage with respect to any future advances, modifications, extensions, and renewals referred to herein and made from time to time shall have the same priority to which the Mortgage otherwise would be entitled as of the date the Mortgage is executed and recorded without regard to the fact that any such future advance, modification, extension, or renewal may occur after the Mortgage is executed.

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

5. Rights and Remedies Under Applicable Law. Notwithstanding anything in the Mortgage or any of the other Loan Documents to the contrary, Mortgagee shall be entitled to all rights and remedies that a mortgagee would have under Applicable Law. In the event of any inconsistency between the provisions of the Mortgage and the provisions of Applicable Law, the provisions of Applicable Law shall take precedence over the provisions of the Mortgage, but shall not invalidate or render unenforceable any other provisions of the Mortgage that can be construed in a manner consistent with Applicable Law. Conversely, if any provision of the Mortgage shall grant to Mortgagee any rights or remedies upon an Event of Default of the Mortgagor which are more limited than the rights or remedies that would otherwise be vested in the Mortgagee under Applicable Law in the absence of said provision, Mortgagee shall be vested with the rights and remedies of Applicable Law. Notwithstanding any provision in the Mortgage relating to a power of sale or other provision for sale of the Mortgaged Premises upon an Event of Default other than under a judicial proceeding, any sale of the Mortgaged Premises pursuant to the Mortgage will be made through a judicial proceeding, except as otherwise may be permitted under the UCC.

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

7. Incorporation By Reference. To the extent necessary to interpret the Mortgage, the provisions of the Loan Documents are hereby incorporated by reference into the Mortgage with the same effect as if set forth herein. In the event that any such incorporated provisions of the Loan Documents are inconsistent with the provisions hereof, the provisions of the Loan Documents shall govern and control to the extent of the inconsistency; provided, however, the provisions of this Schedule II shall govern and control in all circumstances, anything in the Mortgage or the other Loan Documents to the contrary notwithstanding. Notwithstanding anything contained in the Loan Documents to the contrary, the

creation, validity, perfection, priority and enforceability of the lien and security interests created by the Mortgage, all warranties of title contained herein with respect to the Mortgaged Premises and all provisions hereof relating to the realization of the security covered hereby with respect to the Mortgaged Premises shall be governed by the Mortgage and Applicable Law.

8. Mortgagor's Receipt of Fixture Filing. Mortgagor hereby acknowledges receipt of a copy of the Mortgage as a fixture filing in compliance with Mortgagee's obligation to deliver a copy of the fixture filing to Mortgagor pursuant to Section 9.1-502(f) of the UCC.

9. No Waiver of Right to Seek Deficiency. Anything contained in Ind. Code § 32-29-7-5 to the contrary notwithstanding, no waiver made by Mortgagor in the Mortgage or in any of the other terms and provisions of the Loan Documents shall constitute the consideration for or be deemed to be a waiver or release by Mortgagee or any judgment holder of the Secured Indebtedness of the right to seek a deficiency judgment against the Mortgagor or any other person or entity who may be personally liable for the Secured Indebtedness, which right to seek a deficiency judgment is hereby reserved, preserved and retained by Mortgagee for its own behalf and its successors and assigns.

10. Application of Proceeds of Foreclosure Sale. The proceeds of any foreclosure sale of the Mortgaged Premises shall be distributed and applied, to the extent permitted by, and subject to, Applicable Law, pursuant to the Mortgage and the other Loan Documents.

11. Consolidation of Actions to Which Mortgagor is A Party. If Mortgagee brings an action in the State to recover judgment under the Loan Documents and during the pendency of such action brings a separate action in the State under the Mortgage, such actions shall be consolidated if and to the extent required pursuant to Ind. Code § 32-30-10-10.

12. Security Interest – Rents. Without limiting the scope of the assignment of rents contained in the Mortgage, the assignment of rents set forth herein shall constitute an assignment of rents as set forth in Ind. Code § 32-21-4-2 and hereby creates, and Mortgagor hereby grants to Mortgagee, a security interest in the rents that will be perfected upon the recording of the Mortgage.

13. UCC Remedies. It is the intention of the parties hereto that the Mortgage shall constitute a security agreement within the meaning of the UCC. If an Event of Default shall occur under the Mortgage, then in addition to having any other right or remedy available at law or in equity, Mortgagee shall have the option pursuant to the UCC of either (i) proceeding under the UCC and exercising such rights and remedies as may be provided to a secured party by the UCC with respect to all or any portion of the Mortgaged Premises that is not real property (including, without limitation, taking possession of and selling such Mortgaged Premises) or (ii) treating such Mortgaged Premises as real property and proceeding with respect to both the real and personal property constituting the Mortgaged Premises in accordance with Mortgagee's rights, powers and remedies under Applicable Law with respect to the real property (in which event the default provisions of the UCC shall not apply). Notwithstanding anything in the Mortgage to the contrary, if an Event of Default shall occur and be continuing, Mortgagor further agrees, at Mortgagee's request, to assemble the personal property and make it available to Mortgagee at a place designated by Mortgagee which is reasonably convenient to both Mortgagee and Mortgagor. Any notice of sale, disposition or other intended action by Mortgagee with respect to the UCC collateral sent to Mortgagor in accordance with the provisions of the Mortgage at least ten (10) days prior to such action, shall, except as otherwise provided by Applicable Law, constitute reasonable notice to Mortgagor.

14. No Fraudulent Transfer. Anything contained in the Mortgage to the contrary notwithstanding, the obligations of Mortgagor hereunder shall be limited to a maximum aggregate amount equal to the greatest amount that would not render Mortgagor's obligations hereunder subject to avoidance as a

fraudulent transfer or conveyance under Section 548 of Title 11 of the United States Code or any provisions of Applicable Law (collectively, the “**Fraudulent Transfer Laws**”), in each case after giving effect to all other liabilities of Mortgagor, contingent or otherwise, that are relevant under the Fraudulent Transfer Laws.

15. Regarding Power of Attorney. In no event shall any provision in this Mortgage appointing the Mortgagee the attorney-in-fact for Mortgagor or otherwise granting Mortgagor power of attorney, be deemed to be, a grant of any right or power to Mortgagee which violates Ind. Code § 34-54-3-1 *et seq.* or which would be deemed to render this Mortgage void thereunder.

16. Costs of Foreclosure/Property. In any suit to foreclose the lien hereof or enforce any other remedy of Mortgagee under this Mortgage with respect to the Mortgaged Premises, there shall be allowed and included as additional indebtedness in the decree for sale or other judgment or decree all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for reasonable attorneys’ costs and fees (including the costs and fees of paralegals), survey charges, appraiser’s fees, inspecting engineer’s and/or architect’s fees, fees for environmental studies and assessments and all additional expenses incurred by Mortgagee with respect to environmental matters, outlays for documentary and expert evidence, stenographer’s charges, publication costs, and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, title insurance policies, Torrens certificates, and similar data and assurances with respect to title as Mortgagee may deem reasonably necessary in connection with such foreclosure or enforcement of such other remedies or to evidence to bidders at any foreclosure sale the true condition of the title to, the value of or the environmental condition of the Mortgaged Premises.

17. Attorneys’ Fees. As used herein, the terms “attorneys’ fees,” “reasonable attorneys’ fees,” “reasonable counsel’s fees,” “costs of collection,” “costs and expenses of enforcement” and similar terms and phrases shall include, without limitation, costs and fees of paralegals, support staff costs and amounts expended in litigation preparation and computerized research, telephone and telefax expenses, mileage, depositions, postage, photocopies, process service and rider tapes.

