

2017 020336

2017 MAR 31 AM 8:56

MICHAEL B. BROWN  
RECORDER

COLLATERAL AGREEMENT COVERING LOANS TO THIRD PARTY

Merrillville, Indiana August 30, 2016  
DATE

3  
*KNOW ALL MEN BY THESE PRESENTS* that, in consideration of any loan or other financial accommodation heretofore or hereafter at any time made or granted to KILPATRICK 1.0 LLC

(hereinafter called "Customer") or to the undersigned (or any of them), by CENTIER BANK, MERRILLVILLE, INDIANA (hereinafter, together with its successors and assigns, called the "Bank"), the undersigned mortgages and warrants to Bank, to secure the payment of the Liabilities (hereinafter defined), the real property and/or real property interests described on Exhibit A, which is attached hereto and made a part hereof (the "Collateral"). The term "Liabilities", as used herein, shall mean all obligations of the Customer or the undersigned (or any of them) to the Bank, howsoever created, arising or evidenced, whether direct or indirect, absolute or contingent, or now or hereafter existing, or due or to become due. The undersigned waive(s) notice of the existence or creation of all or any of the Liabilities.

Any of the undersigned who has delivered, pledged, assigned or transferred any property to the Bank, or who may hereafter do so, warrants to the Bank that such undersigned is, or at the time of any such future delivery, pledge, assignment or transfer will be, the lawful owner of such property, free of all mortgages, claims and liens other than the interest granted hereunder, with full right to deliver, pledge, assign and transfer such property to the Bank as Collateral hereunder.

Non-payment, when due, whether by acceleration or otherwise, of any amount payable on any of the Liabilities shall constitute a default hereunder. Upon such default, Bank will have the right to foreclose the lien hereof in accordance with the laws of Indiana and to exercise any other remedies of Bank provided herein and/or in any of the other documents executed in connection herewith or in connection with the Liabilities, or which Bank may have at law, at equity or otherwise. In any suit to foreclose the lien hereof, there will be allowed and included as additional Liabilities in the decree of sale, all expenditures and expenses which may be paid or incurred by or on behalf of Bank for attorney's fees, appraiser's fees, outlays for documentary and expert evidence, stenographer's charges, publication costs, 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, and similar data and assurance with respect to title as Bank may deem reasonably necessary either to prosecute such suit or to evidence to bidders at sales which may be had pursuant to such decree the true conditions of the title to or the value of the Collateral, and any other expenses and expenditures which may be paid or incurred by or on behalf of Bank and permitted by the laws of Indiana to be included in such decree. All expenditures and expenses of the nature mentioned in this paragraph, and such other expenses and fees as may be incurred in the protection of the Collateral and rents and income therefrom and the maintenance of the lien hereof, including the fees of any attorney employed by Bank in any litigation or proceedings affecting this agreement or the Collateral, including probate and bankruptcy proceedings, or in preparation of the commencement or defense of any proceedings or threatened suit or proceeding, or otherwise in dealing specifically therewith, will be so much additional Liabilities and will be immediately due and payable by the undersigned, with interest thereon at the default rate provided with respect to the Liabilities until paid.

The Bank may, furthermore, from time to time, whether before or after any of the Liabilities shall be come due and payable, without notice to the undersigned (or any of them), take all or any of the following actions: (a) retain or obtain a mortgage or security interest in any property, in addition to the Collateral, to secure any of the Liabilities, (b) retain or obtain the primary or secondary liability of any part or parties, in addition to the Customer or the undersigned (or any of them) with respect to any of the Liabilities, (c) extend or renew for any period, (whether or not longer than the original period) or exchange any of the Liabilities or release or compromise any obligation of any nature of any party with respect thereto, (d) surrender, release or exchange all or any part of any property, in addition to the Collateral, securing any of the Liabilities, or compromise or extend or renew for any period (whether or not longer than the original period) any obligations of any nature of any party with respect to any such property, and (e) resort to the Collateral for payment of any of the Liabilities whether or not it shall have resorted to any other property securing the Liabilities or shall have proceeded against any party primarily or secondarily liable on any of the Liabilities.

Any proceeds of any disposition of Collateral may be applied by the Bank to the payment of expenses in connection with the Collateral, including reasonable attorneys' fees and legal expenses, and any balance of such proceeds may be applied by the Bank toward the payment of such of the Liabilities, and in such order of application, as the Bank may from time to time elect. All rights and remedies of the Bank expressed hereunder are in addition to all other rights and remedies possessed by it, including those under any other agreement or instrument relating to any of the Liabilities or any security therefore. No delay on the part of the Bank in the exercise of any right or remedy shall operate as a waiver thereof, and no single or partial exercise by the Bank of any right or remedy shall preclude other or further exercise thereof or the exercise of any other right or remedy. No action of the Bank permitted hereunder shall impair or affect the rights of the Bank in and to the Collateral.

This Agreement has been made and delivered at Merrillville, Indiana, and shall be governed by the laws of the State of Indiana. Wherever possible each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

15-6  
ok. 038469  
A  
1.00 over

Address

10531 Timberwood Circle, Suite D  
Louisville, KY 40223-5364

CPD FEATHER ROCK LLC

By: Chad Middelndorf  
Chadwick Middendorf, Member/Manager

**ACKNOWLEDGMENT.  
(BUSINESS OR ENTITY)**

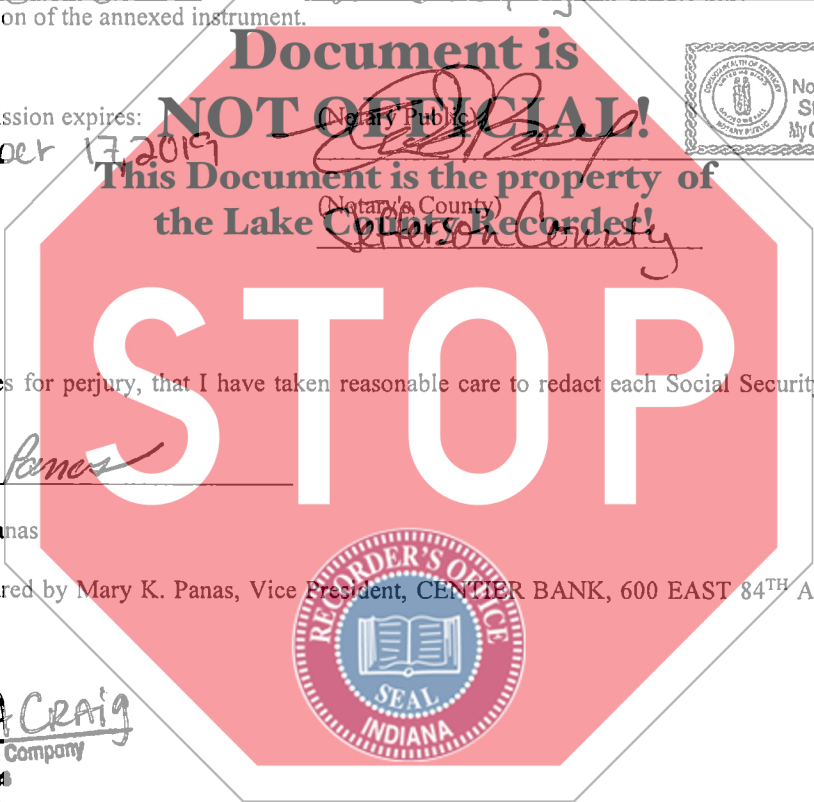
STATE OF Kentucky, COUNTY OF Jefferson ss.  
Before me, Vanessa L Bersig, a Notary Public this 22<sup>nd</sup> day of March,  
2017, Chad Middendorf OF Louisville, Ky  
acknowledged the execution of the annexed instrument.

My commission expires:  
December 17, 2019

**Document is  
NOT OFFICIAL!**



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



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.

Name: Mary K. Panas

Printed Name: Mary K. Panas

This instrument was prepared by Mary K. Panas, Vice President, CENTIER BANK, 600 EAST 84<sup>TH</sup> AVENUE, MERRILLVILLE, Indiana 46410

When Recorded Return To: ACRAIG  
First American Title Insurance Company  
National Commercial Services  
30 N. LaCalle St., Suite 2700  
Chicago, IL 60602  
File No: NCS 802721 ACCM

**EXHIBIT A**

Mortgage dated August 30, 2016 recorded on a Certain Date under a Certain Document Number in the Office of the Recorder of Lake County, Indiana.

Assignment of Rents dated August 30, 2016 recorded on a Certain Date under a Certain Document Number in the Office of the Recorder of Lake County, Indiana.

LOTS 7 AND 8, FEATHER ROCK PROFESSIONAL OFFICE PARK, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 96, PAGE 35 IN THE OFFICE OF THE RECORDER, LAKE COUNTY, INDIANA.

