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**LIVING STONES FELLOWSHIP CHURCH, INC.,
an Indiana not-for-profit corporation**

as Mortgagor and Debtor

and

**FIRST BANK OF OWASSO,
an Oklahoma banking corporation**

as Mortgagee and Secured Party

2017 043701

MORTGAGE, ASSIGNMENT OF LEASES
AND RENTS, SECURITY AGREEMENT AND
FIXTURE FILING FINANCING STATEMENT

Document is NOT OFFICIAL!

Attention of Recording Offices: This instrument covers fixtures, and is among other things, not only a mortgage but also a chattel mortgage, security agreement, a fixture filing a financing statement under the Uniform Commercial Code. This instrument contains after acquired collateral. This financing statement is to be filed in the office of the Secretary of State of the State of Indiana. This instrument is to be filed and recorded as a mortgage, as a financing statement (covering fixtures) and a fixture filing in the real estate records of Lake County, Indiana and, where applicable, is to be tract indexed with respect to all lands described in said Exhibit A.

STATE OF INDIANA
LAKE COUNTY
FILED
2017 JUL 14 7:41 AM
MICHAEL B. BOYD
RECORDER



Dated: As of July 14, 2017

Location: County of Lake
State of Indiana

Street Address: 909 Pratt Street
Crown Point, IN 46307

Tax Key No: 45-16-05-301-001.000-042 and 45-16-05-301-009.000-042
See Exhibit A annexed hereto for legal description

RECORD AND RETURN TO:

Crowe & Dunlevy
500 Kennedy Building
321 South Boston Avenue
Tulsa, Oklahoma 74103
Attention: Gary R. McSpadden, Esq.

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

Jolene Kratochwil
Gary R. McSpadden *Jolene Kratochwil*

\$55.00

OTB
25341

Return to
INDIANA TITLE NETWORK COMPANY
325 N. MAIN STREET 2017-59319-01
CROWN POINT, IN 46307
7

**MORTGAGE, ASSIGNMENT OF LEASES
AND RENTS, SECURITY AGREEMENT AND
FIXTURE FILING FINANCING STATEMENT**

This MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING FINANCING STATEMENT (this "Mortgage") is made the 14th day of July, 2017, by LIVING STONES FELLOWSHIP CHURCH, INC., an Indiana not-for-profit corporation ("Mortgagor"), whose address is set forth below, to FIRST BANK OF OWASSO, an Oklahoma state charter bank ("Mortgagee"), whose address is set forth below.

Article 1

DEFINITIONS

Section 1.01 Definitions. As used herein, the following terms shall have the following meanings:

- This Document is the property of
the Lake County Recorder!**
- (a) Assignment: The assignment contained in Article 3 of this Mortgage, from Mortgagor to Mortgagee, and any separate assignment instrument now or hereafter executed and delivered to Mortgagee of all of Mortgagor's right, title and interest in and to the Leases and the Rents.
- (b) Awards: All awards and payments made or hereafter to be made by any municipal, township, county, state, Federal or other governmental agencies, authorities or boards or any other entity having the power of eminent domain to Mortgagor, including any awards and payments for (i) any taking of all or a portion of the Mortgaged Property, as a result of, or by agreement in anticipation of, the exercise of the right of condemnation or eminent domain; (ii) any such taking of any appurtenances to the Mortgaged Property or of vaults, areas or projections outside the boundaries of the Mortgaged Property, or rights in, under or above the alleys, streets or avenues adjoining the Mortgaged Property, or rights and benefits of light, air, view or access to said alleys, streets, or avenues or for the taking of space or rights therein, below the level of, or above the Mortgaged Property; and (iii) any damage to the Mortgaged Property or any part thereof due to governmental action, but not resulting in, a taking of any portion of the Mortgaged Property, such as, without limitation, the changing of the grade of any street adjacent to the Mortgaged Property.
- (c) Buildings: All buildings, improvements, alterations or appurtenances now, or at any time hereafter, located upon the Land or any part thereof.
- (d) Defaulted Interest Rate: The lesser of (i) the interest rate of five percent (5%) per annum over the then applicable contract interest rate set forth in the Note, or (ii) the highest contract rate allowed by law.
- (e) Event(s) of Default: The happenings and occurrences described in Article 5 of this Mortgage.

(f) Fixtures: All fixtures located upon or within the Land or Buildings or now or hereafter attached to, or installed in, or used in connection with, any of the Land or Buildings whether or not permanently affixed to the Mortgaged Property, subject to the rights of tenants under the Leases.

(g) Hazardous Materials: Any flammable explosives, radioactive materials, oil or petroleum or chemical liquids or solids, liquid or gaseous products or hazardous wastes, toxic substances and similar substances and materials, including all substances and materials defined as hazardous or toxic wastes, substances or materials under any applicable law.

(h) Impositions: All (i) real estate and personal property taxes and other taxes and assessments, water and sewer rates and charges, and all other governmental charges and any interest or costs or penalties with respect thereto, and charges for any easement or agreement maintained for the benefit of the Mortgaged Property which at any time prior to or after the execution of the Security Documents may be assessed, levied, or imposed upon the Mortgaged Property or the rent or income received therefrom or any use or occupancy thereof, and (ii) other taxes, assessments, fees and governmental charges levied, imposed or assessed upon or against Mortgagor or any of its properties.

(i) Indebtedness: The principal of and interest on, and all other amounts, costs, fees, expenses, payments and premiums due under the Note, and all other indebtedness of Mortgagor and others to Mortgagee under and/or secured by the Security Documents, or any amendments, modifications, renewals and extensions of any of the foregoing.

(j) Land: Any lands, fee interests, leasehold interests, easements, rights of way and other rights of whatever nature or description the description of which is contained in Exhibit A attached hereto or is incorporated in Exhibit A by reference to another instrument or document.

(k) Leases: Any and all leases, subleases, licenses, concessions or grants of other possessory interests now or hereafter in force, oral or written, covering or affecting the Mortgaged Property, or any part thereof, together with all rights, powers, privileges, options and other benefits of Mortgagor thereunder.

(l) Loan Agreement: That Loan Agreement between Mortgagor, as borrower, and Mortgagee, as lender, in connection with the Indebtedness and dated as of the effective date hereof.

(m) Loan Documents: All documents evidencing or securing the Indebtedness and Obligations, including without limitation, the Loan Agreement, the Security Documents and the Note.

(n) Mortgaged Property: The Land, the Buildings, the Fixtures, the Leases and the Rents together with:

(i) all rights, privileges, profits, permits, licenses, tenements, hereditaments, rights-of-way, easements, appendages and appurtenances of the Land and/or the Buildings belonging or in any way appertaining thereto and all right, title and interest of Mortgagor in and to any streets, ways, alleys, strips or gores of land adjoining the Land or any part thereof;

(ii) all the estate, right, title, interest, claim or demand whatsoever of Mortgagor, either at law or in equity, in and to the Land, the Buildings, the Fixtures, the Leases and the Rents; and

(iii) all the estate, right, title, interest, claim or demand whatsoever of Mortgagor, either at law or in equity, in and to the Awards, or payments with respect to casualties.

(o) Mortgagee: First Bank of Owasso, an Oklahoma state chartered bank, and its successors and assigns and the holders, from time to time, of the Note.

(p) Mortgagee's Address: First Bank of Owasso, P. O. Box 1800, Owasso, Oklahoma 74055, Attention: Susan Anderson, Vice President.

(q) Mortgagor: Living Stones Fellowship Church, Inc., an Indiana not-for-profit corporation, and its permitted assigns and successors in interest in and to the Mortgaged Property.

(r) Mortgagor's Address: Living Stones Fellowship Church, Inc., 909 Pratt Street, Crown Point, Indiana 46307.

(s) Note: The promissory note, dated of even date with this Mortgage, from Mortgagor to the order of Mortgagee, in the principal amount of \$3,700,000.00, which matures on July 5, 2040, together with all extensions, renewals, modifications, rearrangements, changes in form, substitutions, replacements and amendments thereof, and increases therein, secured, in whole or in part, by this Mortgage.

(t) Obligations: Any and all of the covenants, promises and other obligations (other than the Indebtedness) made or owing by Mortgagor and others to or due to Mortgagee under and/or as set forth in the Note and/or the Loan Documents, and any and all extensions, renewals, modifications and amendments of any of the foregoing.

(u) Permitted Encumbrances: The Leases and the encumbrances described, with particularity, in Exhibit B attached hereto.

(v) Personalty: All furniture, fixtures, supplies, motor vehicles, tractors, trailers, implements, service parts, inventory, equipment, accounts, contract rights, chattel paper, general intangibles and all other personal property (other than the Fixtures) now owned or hereafter acquired by Mortgagor which is now or hereafter used in connection with the Land and the Buildings or located in, upon or about the Land and the Buildings, including without limitation the collateral described on Exhibit C attached hereto.

together with all accessions, replacements and substitutions thereto or therefor and the proceeds and products thereof.

(w) Rents: All of the rents, revenues, income, profits, deposits, tenders and other benefits payable under the Leases and/or arising from the use and enjoyment of all or any portion of the Mortgaged Property.

(x) Security Agreement: The Security Agreement, Pledge and Assignment dated as of the effective date hereof, wherein and whereby Mortgagor grants a security interest in the Personalty, Fixtures and other items and types of Collateral (defined therein) to Mortgagee.

(y) Security Documents: This Mortgage, the Assignment, the Security Agreement, the Guaranty and any and all other documents now or hereafter created securing the payment of the Indebtedness or the observance or performance of the Obligations.

(z) UCC: The Uniform Commercial Code of Indiana or, if the creation, perfection and enforcement of any security interest herein granted is governed by the laws of a state other than Indiana, then, as to that matter in question, the Uniform Commercial Code in effect in that state.

Article 2

GRANT

Section 2.01 Grant. To secure the payment of the Indebtedness and the performance and discharge of the Obligations, Mortgagor by these presents hereby grants, bargains, sells, assigns, mortgages, conveys and warrants unto Mortgagee the Mortgaged Property subject, however, to the Permitted Encumbrances, to have and to hold the Mortgaged Property unto Mortgagee, its successors and assigns upon the terms, provisions and conditions set forth herein.

Section 2.02 Condition of Grant. Provided always that if Mortgagor promptly shall pay the entire Indebtedness as and when the same shall become due and payable and shall observe, perform and discharge the Obligations, then the Security Documents and the estate and rights hereby granted shall cease, terminate and become void, and shall be released by Mortgagee, at the cost and expense of Mortgagor.

Section 2.03 Doctrine of Merger. Upon the foreclosure of this Mortgage, no assigned Lease shall be destroyed or terminated by application of the doctrine of merger or as a matter of law unless Mortgagee or any purchaser at such foreclosure sale so elects. No act by or on behalf of Mortgagee or any such purchaser shall constitute a termination of any assigned or subordinate Lease unless Mortgagee or such purchaser gives written notice thereof to the applicable tenant or subtenant.

Article 3

SECURITY INTEREST AND ASSIGNMENT OF LEASES AND RENTS

Section 3.01 Security Agreement. This Mortgage shall be construed as a mortgage of both real property and personal property and shall also constitute a "Security Agreement" within the meaning of, and shall create a security interest under, the Uniform Commercial Code as adopted in the state in which the Mortgaged Property is located (the "UCC"), in the Personalty, the Fixtures and the Leases and Rents.

Section 3.02 Security Interest. Mortgagor hereby grants to Mortgagee a security interest in the Personalty, the Fixtures and the Leases and Rents, and the proceeds thereof and Mortgagee shall have all rights with respect thereto afforded to it by the UCC, in addition to, but not in limitation of, the other rights afforded to Mortgagee by the Security Documents.

Section 3.03 Financing Statements. Mortgagor agrees that this Mortgage shall be effective as a financing statement filed as a fixture filing under the UCC. Mortgagor agrees to and authorizes Mortgagee to file an initial UCC Financing Statement and any amendments to such Financing Statements and to cause their issuance. Mortgagee may, from time to time, consider reasonably necessary to create, perfect and preserve Mortgagee's liens upon the Personalty, the Fixtures and the Leases and Rents, and Mortgagee, at the expense of Mortgagor, may or shall cause such statements and assurances to be recorded and re-recorded, filed and re-filed, at such times and places as may be required or permitted by law to so create, perfect and preserve such liens.

Section 3.04 Assignment of Leases and Rents. In order to further secure payment of the Indebtedness and the observance, performance and discharge of the Obligations, Mortgagor hereby absolutely and irrevocably assigns and transfers to Mortgagee, all of Mortgagor's right, title and interest in and to the Leases and the Rents, subject only to the Permitted Encumbrances. Mortgagor hereby appoints Mortgagee its true and lawful attorney-in-fact, with the right, at Mortgagee's option at any time, to demand, receive and enforce payment, to give receipts, releases and satisfactions, and to sue, either in Mortgagor's or Mortgagee's name, for all Rents. Notwithstanding the foregoing assignment of Leases and Rents, so long as no Event of Default has occurred which remains uncured, Mortgagor shall have a license (such license to be deemed revoked upon the occurrence of an Event of Default) to collect, retain and enjoy all Rents, provided that the existence or exercise of such right of Mortgagor shall not operate to subordinate this assignment to any subsequent assignment, in whole or in part, by Mortgagor, and any subsequent assignment by Mortgagor shall be subject to the rights of Mortgagee hereunder. This Assignment shall not be deemed or construed to constitute Mortgagee as a mortgagee in possession nor obligate Mortgagee to take any action or to incur expenses or perform or discharge any obligation, duty or liability. Exercise of any rights under this Section and the application of the Rents to the Indebtedness or the Obligations shall not cure or waive any Event of Default.

Article 4

COVENANTS

Until the entire Indebtedness shall have been paid in full, Mortgagor hereby covenants and agrees as follows:

Section 4.01 Compliance with Laws. Mortgagor will promptly and faithfully comply in all material respects with, conform to and obey all present and future laws, ordinances, rules, regulations and requirements of every duly constituted governmental authority or agency having jurisdiction, which may be applicable to it or to the Mortgaged Property, or any part thereof, or to the use or manner of use, occupancy, possession, operation, maintenance, alteration, repair or reconstruction of the Mortgaged Property, or any part thereof, whether or not such law, ordinance, rule, order, regulation or requirement shall necessitate structural changes or improvements or interfere with the use or enjoyment of the Mortgaged Property.

Section 4.02 Payment of Impositions. Mortgagor will duly pay and discharge, or cause to be paid and discharged, the Impositions, such Impositions or installments thereof to be paid and a copy of the bill reflecting such imposition shown as paid provided to Mortgagor, prior to the day before any fine, penalty, interest or cost may be added thereto or imposed by law for the non-payment thereof; provided, however, that if, by law, any Imposition may be paid in installments, Mortgagor may pay the same in such installments, except that Mortgagor may in good faith, by appropriate proceedings, contest the validity, applicability, or amount of any asserted tax or assessment, and pending such contest Mortgagor shall not be deemed in default hereunder if (i) prior to delinquency of the asserted tax or assessment Mortgagor establishes an escrow acceptable to Mortgagee adequate to cover the payment of such tax or assessment with interest, costs and penalties and a reasonable additional sum to cover possible costs, interest and penalties (which escrow shall be returned to Mortgagor upon payment of all such taxes, assessments, interest, costs and penalties); (ii) Mortgagor pays to Mortgagee promptly after demand therefore all costs and expenses incurred by Mortgagee in connection with such contest; and (iii) Mortgagor promptly causes to be paid any amount adjudged by a court of competent jurisdiction to be due, with all costs, penalties and interest thereon, promptly after such judgment becomes final; provided, however, that in any event each such contest shall be concluded and the tax, assessment, penalties, interest and costs shall be paid prior to the date any writ or order is issued under which the Mortgaged Property may be sold.

Section 4.03 Insurance. Mortgagor will maintain insurance for such risks as may be reasonably required by Mortgagee, from time to time, in amounts and with insurers acceptable to Mortgagee. Mortgagor shall maintain comprehensive general liability insurance in amounts not less than \$1,000,000.00 (combined single limit for bodily injury and property damage), and an umbrella excess liability coverage in an amount not less than \$1,000,000.00 shall be in effect with respect to Mortgagor. Mortgagor shall cause each insurance policy issued in connection therewith to provide (and the insurer issuing such policy to certify to Mortgagee) that (a) loss payments will be payable to Mortgagee as its interests may appear, which insurance proceeds shall be held by Mortgagee; (b) the interest of Mortgagee shall be insured regardless of any breach or violation by Mortgagor of any warranties, declarations or

conditions in such policy; (c) if any such insurance policy be subject to cancellation or be endorsed or sought to be endorsed to effect a change in coverage for any reason whatsoever; such insurer will promptly notify Mortgagee and such cancellation or change shall not be effective as to Mortgagee until thirty (30) days after receipt by Mortgagee of such notice; and (d) Mortgagee may, but shall not be obligated to, make premium payments to prevent such cancellation, and that such payments shall be accepted by the insurer. In addition, Mortgagor shall furnish to Mortgagee an insurance certificate evidencing each such policy at the time of execution hereof, and an insurance certificate evidencing each renewal policy not less than thirty (30) days prior to the expiration of the original policy or the preceding renewal policy (as the case may be), together with receipts or other evidence that the premiums thereon have been paid; and furnish to Mortgagee on or before one hundred twenty (120) days after the close of each fiscal year of Mortgagor a statement of Mortgagor of the amounts of insurance maintained in compliance with this Section, of the risks covered by such insurance and of the insurance company or companies which carry such insurance. If the Mortgaged Property is located in a flood prone area as designated by FEMA, Mortgagor shall obtain and maintain flood insurance in an amount equal to the greater of (i) full insurable value of the Improvements, (ii) the principal amount of the Note, or (iii) maximum amount under the NFIP.

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STOP
Section 4.04 Performance of Leases and Other Agreements. Mortgagor will duly and punctually perform all covenants and agreements expressed as binding upon it under the Leases and other agreements to which it is a party with respect to the Mortgaged Property or any part thereof, and will use its best efforts to enforce or secure the performance of each and every obligation and undertaking of the respective lessees under the Leases, and will appear and defend, at its cost and expense, any action or proceeding arising under or in any manner connected with the Leases or the obligations and undertakings of any lessee thereunder. Mortgagor will immediately notify Mortgagee in writing of any notice of default received by Mortgagor from any tenant thereunder.

Section 4.05 Payment of Rents. Mortgagor hereby agrees that the respective lessees under the Leases, upon notice from Mortgagee of the occurrence of an Event of Default, shall thereafter during the continuance of an Event of Default pay to Mortgagee the Rents due and to become due under the Leases without any obligation to determine whether or not such an Event of Default does in fact exist. Until the occurrence of an Event of Default, Mortgagor shall be entitled to collect the Rents as and when they become due and payable, but never more than one (1) month in advance.

Section 4.06 Inspection. Mortgagor will permit Mortgagee, at all reasonable times and upon reasonable notice, to inspect the Mortgaged Property. Mortgagee shall have the right to enter onto the Mortgaged Property, at all reasonable times and upon reasonable notice, to inspect the Mortgaged Property for the existence of Hazardous Materials on the Mortgaged Property and to determine the compliance of the Mortgaged Property and its use with any law, rule or regulation relating to industrial hygiene or environmental conditions, including without limitation, soil and ground water conditions and the compliance of Mortgagor and the Mortgaged Property with the conditions and covenants set forth herein with respect to Hazardous Materials.

Section 4.07 Hold Harmless. Mortgagor will defend and hold Mortgagee harmless from any action, proceeding or claim affecting or arising out of Mortgagor's use of the Mortgaged Property, or the value of the Note or the Security Documents. Mortgagor shall appear in and defend (or pay the expenses of Mortgagee to defend, if Mortgagee elects to handle such defense) any action or proceeding purporting to affect the security of this Mortgage and/or the rights and/or powers of Mortgagee hereunder, and Mortgagor shall pay all costs and expenses (including costs of evidence of title and attorneys' fees) in any action or proceeding in which Mortgagee may so appear and/or any suit brought by Mortgagee to foreclose this Mortgage, to enforce any obligations secured by this Mortgage, and/or to prevent the breach hereof. Mortgagor's obligations under this Section shall survive payment of the Indebtedness.

Section 4.08 Books and Records. Mortgagor will maintain full and complete books of account and other records reflecting the results of its operations (in conjunction with its other operations as well as its construction of the Mortgaged Property), in accordance with sound accounting principles consistently applied, and furnish or cause to be furnished to Mortgagee such financial data and other information, including, without limitation, copies of all Leases, as Mortgagee shall, from time to time, reasonably request with respect to Mortgagor and the ownership and operation of the Mortgaged Property, and Mortgagee shall have the right at reasonable times and upon reasonable notice, to inspect and audit Mortgagor's books of account and records.

Section 4.09 Awards. Mortgagor will file and prosecute its claim or claims for any Awards in good faith and with due diligence and cause the same to be collected and paid over to Mortgagee, and hereby irrevocably authorizes and empowers Mortgagee, if it so desires, to file such claim and collect any Awards and agrees that the proceeds of any Awards will be applied by Mortgagee in accordance with Article 7 hereof.

Section 4.10 Licenses. Mortgagor shall keep in full force and effect all licenses, permits and other governmental approvals which are necessary for the operation of the Mortgaged Property and related facilities, and furnish evidence satisfactory to Mortgagee as requested by Mortgagee from time to time, that the Mortgaged Property and the use thereof comply with all applicable zoning and building laws, regulations, ordinances and other applicable laws.

Section 4.11 Junior Financing. Mortgagor shall not, without the prior written consent of Mortgagee, incur any additional indebtedness or create or permit to be created or to remain, any deed of trust, mortgage, pledge, lien, lease, encumbrance or charge on, or conditional sale or other title retention agreement, with respect to the Mortgaged Property or any part thereof or income therefrom, other than the Permitted Encumbrances.

Section 4.12 Representations and Warranties of Mortgagor. Mortgagor hereby represents and warrants to Mortgagee that:

(a) Mortgagor is qualified to do business in Indiana and in every other jurisdiction in which the nature of its business or properties makes such qualification

necessary, and to the best actual knowledge of Mortgagor, Mortgagor is in material compliance with all laws, regulations, ordinances and orders of public authorities applicable to Mortgagor.

(b) The Loan Documents are duly authorized, are valid and enforceable, and will not violate any provision of law (including, but not limited to, any law relating to usury), any order of any court or other agency or government, or any indenture, agreement or other instrument to which Mortgagor is a party or by which Mortgagor or any of its property is bound, or be in conflict with, result in a breach of or constitute (with due notice and/or lapse of time) a default under any such indenture, agreement or other instrument, or violate the articles of incorporation or by-laws, the partnership agreement, the operating agreement or the trust agreement, as the case may be, of Mortgagor, or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of Mortgagor, except as contemplated by the Loan Documents, and no action with respect thereto by Mortgagor is required.

(c) No consent or approval of any regulatory body to the execution, delivery and performance of the Loan Documents or the transactions contemplated thereby is required by law.

(d) There are no suits, proceedings or investigations pending or threatened against or affecting Mortgagor, at law or in equity, or before or by any governmental or administrative agency or instrumentality which, if adversely determined, would have a material adverse effect on the business or condition of Mortgagor.

(e) No judgment, decree or order of any court or governmental or administrative agency or instrumentality has been issued against Mortgagor which has or may have any material adverse effect on the business or condition of Mortgagor.

(f) All information, reports, papers and data given to Mortgagee with respect to Mortgagor or others obligated under the terms of the Loan Documents are accurate and correct in all material respects and complete insofar as completeness may be necessary to give Mortgagee a true and accurate knowledge of the subject matter thereof.

(g) Mortgagor has good and marketable title in fee simple to the Land and the right to assign the Leases and Rents to Mortgagee free and clear of any prior assignment, liens, charges, encumbrances, security interests and adverse claims whatsoever, except the Permitted Encumbrances.

(h) Mortgagor has not executed any prior assignment of the Leases or of its right, title, interest therein or in the Rents to accrue thereunder.

(i) None of the Permitted Encumbrances have materially interfered with the operation of the Mortgaged Property, and Mortgagor does not reasonably foresee any material interference arising from the Permitted Encumbrances during the term of the Note.

(j) Mortgagor has filed all Federal, state, county and municipal income tax returns required to have been filed by Mortgagor, if any, and has paid all taxes which have become due, if any, pursuant to any assessments received by them, and Mortgagor does not know of any basis for additional assessment in respect to such taxes.

(k) The Mortgaged Property is being, and will continue to be, used for religious, educational and/or other charitable purposes.

(l) To the best of Mortgagor's actual knowledge, no release of Hazardous Material (a "Release") has occurred on the Land. Mortgagor has not received any notice from any governmental agency or from any tenant under a Lease or from any other party with respect to any such Release.

(m) As of the date hereof and throughout the term of this Mortgage, (i) Mortgagor is not and will not be an "employee benefit plan" as defined in Section 3(3) of ERISA, which is subject to Title I of ERISA; (ii) the assets of Mortgagor do not and will not constitute "plan assets" of one or more such plans for purposes of Title I of ERISA; (iii) Mortgagor is not and will not be a "governmental plan" within the meaning of Section 3(32) of ERISA, and (iv) transactions by or with Mortgagor are not and will not be subject to state statutes applicable to Mortgagor regulating investments of and fiduciary obligations with respect to governmental plans. Mortgagor shall deliver to Mortgagee such certifications or other evidence as requested by Mortgagee from time to time of Mortgagor's compliance with the foregoing covenant.

(n) There is no financing statement covering all or any part of the Mortgaged Property or the Personality or its proceeds on file in any public office.

(o) All tangible Personality is located on the Land.

(p) No portion of the Mortgaged Property is being used as a residential homestead.

(q) Mortgagor is not a "foreign person" within the meaning of the Internal Revenue Code of 1986, as amended (hereinafter called the "Code"), Section 1445 and 7701 (i.e., Mortgagor is not a non-resident alien, foreign corporation, foreign partnership, foreign trust or foreign estate as those terms are defined in the Code and regulations promulgated thereunder).

Section 4.13 Mechanics' Lien. Mortgagor shall not permit or suffer any mechanics', materialmen's or other lien to be created or to remain a lien upon any of the Mortgaged Property, provided, however, so long as Mortgagor has bonded or otherwise caused to release thereof, Mortgagor shall have the right to contest in good faith and by appropriate proceedings any such liens on the Mortgaged Property.

Section 4.14 Hazardous Materials.

(a) Without limiting the generality of Section 4.01 hereof, Mortgagor shall not

cause or permit the violation of any law relating to industrial hygiene or environmental conditions in connection with the Mortgaged Property, including without limitation, soil and ground water conditions; or use, generate, manufacture, store or dispose of any Hazardous Materials on, under or about the Mortgaged Property, except in accordance with all applicable laws.

(b) Mortgagor shall indemnify and hold Mortgagee harmless from any loss, damage, liability, cost, expense and/or claim (including without limitation the cost of any fines, remedial action, damage to the environment and cleanup, court related costs and the fees of attorneys and other experts) arising from (i) the use, Release or disposal of any Hazardous Materials on, under or about the Mortgaged Property or the transport of any Hazardous Materials to or from the Mortgaged Property; and (ii) the violation of any law relating to industrial hygiene or environmental conditions in connection with the Mortgaged Property, including soil and ground water conditions; and (iii) the breach of any of the representations, warranties and covenants of Mortgagor with respect to Hazardous Materials set forth in this Section and Section 4.12 hereof; provided, however, that Mortgagor's obligations under this Section shall not apply to any loss, damage, liability, cost, expense and/or claim or involving Hazardous Materials first introduced to the Mortgaged Property after (i) the repayment of the Loan and release of the Mortgage or (ii) the appointment of a receiver as contemplated by this Mortgage, or if no receiver is appointed, after the transfer of title to the Mortgaged Property as a result of foreclosure of this Mortgage or a deed-in-lieu of foreclosure.

Section 4.15 Waste. Mortgagor agrees not to abandon the Mortgaged Property, or any part thereof, or leave the Mortgaged Property, or any part thereof, unprotected, unguarded or deserted and not to cause or permit waste to the Mortgaged Property, or any part thereof.

Section 4.16 Patriot Act. On the date hereof and during the term of this Mortgage:

(a) None of the funds or other assets of Mortgagor or of any affiliate of Mortgagor constitute property of, or are beneficially owned, directly or indirectly, by, any person subject to trade restrictions under the laws of the United States, including those who are covered by the International Emergency Economic Powers Act, 50 U.S.C. §§1701 et seq., The Trading with the Enemy Act, 50 U.S.C. App. 1 et seq., and any executive orders or regulations promulgated thereunder (an "Embargoed Person") with the result that Mortgagee Exposure (as hereinafter defined) will occur; (ii) no Embargoed Person has any interest of any nature whatsoever (whether directly or indirectly) in Mortgagor with the result that Mortgagee Exposure will occur; and (iii) none of the funds of Mortgagor have been derived from any unlawful activity with the result that Mortgagee Exposure will occur. For the purposes hereof, "Mortgagee Exposure" shall mean any one or more of the following: (w) the Loan is in violation of applicable law, or (x) the Mortgaged Property, the Personalty, or any other collateral for the Loan or any portion thereof (including, without limitation, the Rents or other income to be derived therefrom) is subject to forfeiture or to being frozen, seized, sequestered or otherwise impaired by any governmental authority, or (y) the Loan or any payments made or to be made in respect thereof (including, without limitation, principal and interest) is subject to

forfeiture or to being frozen, seized, sequestered or otherwise impaired by a governmental authority or Mortgagee or any of Mortgagee's collateral for the Loan or the lien priority thereof or any of Mortgagee's rights or remedies in respect of the Loan or the collateral therefor is otherwise impaired or adversely affected, or (z) Mortgagee is subject to criminal or civil liability or penalty.

(b) Neither Mortgagor nor any of its direct or indirect owners is in violation of the U.S. Federal Bank Secrecy Act, as amended, and its implementing regulations (31 CFR part 103), the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, Public Law 107-56 and the regulations promulgated thereunder (collectively, the "Patriot Act"), any order issued with respect to anti-money laundering by the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC"), or any other anti-money laundering law with the result that Mortgagee Exposure will occur.

(c) Neither Mortgagor nor any of its direct or indirect owners is a person with whom people of the United States are restricted from doing business with under (a) regulations issued by OFAC (including those persons and entities named on OFAC's Specially Designated Nationals and Blocked persons list) or under any law of the United States (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism) or (b) any other law, if, with respect to either clause (a) or (b), Mortgagee Exposure will occur. Without limiting the foregoing, Mortgagor is not presently funding Mortgagor's obligations hereunder with funds from any of the persons referred to in this paragraph (c) if Mortgagee Exposure will occur.

Article 5

EVENTS OF DEFAULT

The term "Event(s) of Default" as used in the Loan Documents, shall mean the occurrence or happening, from time to time, of any of the Events of Default set forth in Section 7.1 of the Loan Agreement and any of the following:

Section 5.01 Laws Affecting Obligations and Indebtedness. If subsequent to the date of this Mortgage, any governmental entity in which the Mortgaged Property is located passes any law (a) which renders payment of the Indebtedness and/or performance of the Obligations by Mortgagor unlawful, or (b) which prohibits Mortgagee from exercising any of its rights and remedies under the Security Documents.

Section 5.02 Breach of Representation or Warranty. If any representation or warranty made by Mortgagor or any other person or entity to Mortgagee in connection with the loan evidenced by the Note is false or misleading in any material respect.

Section 5.03 Default Under Other Mortgage. If the holder of any junior mortgage or any other lien on the Mortgaged Property, or any part thereof (without hereby implying Mortgagee's consent to any such junior mortgage or lien) institutes foreclosure or other

proceedings for the enforcement of its remedies thereunder, or if a default exists under any other mortgage or lien on the Mortgaged Property, or any part thereof, and such default shall continue for a period of five (5) days for monetary defaults and thirty (30) days for other defaults after written notice thereof by Mortgagee to Mortgagor.

Section 5.04 Due On Sale. If, without the prior written consent of Mortgagee, there is (a) any sale, transfer, agreement for deed, conveyance, assignment, hypothecation or encumbrance, whether voluntary or involuntary, of all or part of the Mortgaged Property or any interest therein, or (b) the seizure of the Mortgaged Property, Personalty or Fixtures or attachment of any lien thereon, whether voluntary or involuntary, which has not been removed or bonded off to Mortgagee's satisfaction within thirty (30) days of such attachment.

Section 5.05 Judgment. If a judgment for the payment of money in excess of One Hundred Thousand and No/Dollars (\$100,000.00) shall be rendered against Mortgagor and the same shall remain unpaid or not bonded for a period of thirty (30) consecutive days during which period execution shall not be effectively stayed.

Section 5.06 Default Under Loan Documents. A Default or Event of Default occurs under any other instrument securing the payment of the indebtedness or any part thereof.

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Article 6

STOP
DEFAULT AND FORECLOSURE

Section 6.01 Remedies. If an Event of Default shall occur, Mortgagee may, at its option, subject to the applicable notice and cure periods contained in the Note, exercise any one, more or all of the following remedies:

(a) Acceleration. Declare the unpaid portion of the Indebtedness to be immediately due and payable, without further notice or demand (each of which hereby is expressly waived by Mortgagor), whereupon the same shall become immediately due and payable.

(b) Entry on Mortgaged Property. Enter upon the Mortgaged Property and take possession thereof and of all books, records, and accounts relating thereto.

(c) Operation of Mortgaged Property. Hold, lease, operate or otherwise use or permit the use of the Mortgaged Property, or any portion thereof, in such manner, for such time and upon such terms as Mortgagee may deem to be in its best interest (making such repairs, alterations, additions and improvements thereto, from time to time, as Mortgagee shall deem necessary or desirable) and collect and retain all earnings, rents, profits or other amounts payable in connection therewith. Mortgagee, with or without entry, personally or by its agents or attorneys, insofar as applicable, may, at its (their) option (after any applicable contractual cure period has expired without such default being cured) declare the whole amount of the Indebtedness secured by this Mortgage remaining unpaid, immediately due and payable without notice, and proceed by suit or suits in equity or at law to foreclose this Mortgage. The Mortgaged Property

may be sold as one parcel or in such parcels as Mortgagee may elect unless otherwise provided by law.

(d) Receiver. Without regard to the value or occupancy of the security, or the solvency of Mortgagor or the adequacy of the Mortgaged Property as security for the Note, Mortgagee shall be entitled, as a matter of strict right, to appointment of a receiver by any court of competent jurisdiction to enter upon and take possession of the Mortgaged Property, collect the Rents and profits therefrom and apply the same as the court may direct, such receiver to have all the rights and powers permitted under the laws of the jurisdiction where the Mortgaged Property is located. Mortgagor hereby waives any requirements on the receiver or Mortgagee to post any surety or other bond. Mortgagee or the receiver may also take possession of, and for these purposes use, any and all Personalty which is a part of the Mortgaged Property and used by Mortgagor in the rental or leasing thereof or any part thereof. The expense (including the receiver's fees, counsel fees, costs and agents compensation) incurred pursuant to the powers herein contained shall be secured by this Mortgage. Mortgagee shall (after payment of all costs and expenses incurred) apply such Rents, issues and profits received by it on the Indebtedness in the order set forth in Section 6.07 hereof. The right to enter and take possession of the Mortgaged Property, to manage and operate the same, and to collect the Rents, issues and profits thereof, whether by receiver or otherwise, shall be cumulative to any other right or remedy hereunder or afforded by law, and may be exercised concurrently therewith or independently thereof. Mortgagee shall be liable to account only for such Rents, issues and profits actually received by Mortgagee.

(e) Additional Rights and Remedies. With or without notice, and without releasing Mortgagor from any Indebtedness or Obligations, and without becoming a mortgagee in possession, Mortgagee shall have the right, but not the obligation, to cure any breach or default of Mortgagor and, in connection therewith, by itself or its agents or through a receiver appointed by a court of competent jurisdiction, to enter upon the Mortgaged Property and to do such acts and things as Mortgagee deems necessary or desirable to protect the security hereof including, but without limitation, to appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Mortgagee hereunder; to pay, purchase, contest or compromise any encumbrance, charge, lien or claim of lien which, in the judgment of Mortgagee, is prior or superior hereto, the judgment of Mortgagee being conclusive as between the parties hereto; to obtain insurance to pay any premiums or charges with respect to insurance required to be carried hereunder; and to employ counsel, accountants, contractors and other appropriate persons to assist them.

(f) Other. Exercise any other remedy specifically granted under the Security Documents or now or hereafter existing in equity, at law, by virtue of statute or otherwise, including the rights described below.

Section 6.02 Separate Sales. Any real estate or any interest or estate therein sold pursuant to any non-judicial proceedings or any writ of execution issued on a judgment obtained by virtue of the Note, this Mortgage or the other Security Documents, or pursuant to

any other judicial proceedings under this Mortgage or the other Security Documents, may be sold in one parcel, as an entirety, or in such parcels, and in such manner or order as Mortgagee, in its sole discretion, may elect.

Section 6.03 Remedies Cumulative and Concurrent. The rights and remedies of Mortgagee as provided in the Note, this Mortgage and in the Loan Documents shall be cumulative and concurrent and may be pursued separately, successively or together against Mortgagor or against other obligors or against the Mortgaged Property, or any one or more of them, at the sole discretion of Mortgagee, and may be exercised as often as occasion therefor shall arise. The failure to exercise any such right or remedy shall in no event be construed as a waiver or release thereof, nor shall the choice of one remedy be deemed an election of remedies to the exclusion of other remedies.

Section 6.04 No Cure or Waiver. Neither Mortgagee's nor any receiver's entry upon and taking possession of all or any part of the Mortgaged Property, nor any collection of rents, issues, profits, insurance proceeds, condemnation proceeds or damages, other security or proceeds of other security, or other sums, nor the application of any collected sum to any Indebtedness and Obligations, nor the exercise of any other right or remedy by Mortgagee or any receiver shall impair the status of the security, or cure or waive any default or notice of default under this Mortgage, or nullify the effect of any notice of default or sale or prejudice Mortgagee in the exercise of any right or remedy, or be construed as an affirmation by Mortgagee of any tenancy, lease or option or a subordination of the lien of this Mortgage.

Section 6.05 Payment of Costs, Expenses and Attorneys' Fees. Mortgagor agrees to pay to Mortgagee immediately and without demand all reasonable costs and expenses incurred by Mortgagee in exercising the remedies under the Note and Security Documents (including but without limitation, court costs and reasonable attorneys' fees at all trial and appellate levels, whether incurred in litigation or not) with interest at the Defaulted Interest Rate, from the date of expenditure until said sums have been paid. Mortgagee shall be entitled to bid, at the sale of the Mortgaged Property held pursuant to any judicial foreclosure of this instrument, the amount of said costs, expenses and interest in addition to the amount of the other Indebtedness and Obligations as a credit bid, the equivalent of cash.

Section 6.06 Waiver of Notice, Marshaling. Mortgagor hereby waives and releases (a) all benefit that might accrue to Mortgagor by virtue of any present or future law exempting the Mortgaged Property, or any part of the proceeds arising from any sale thereof, from attachment, levy or sale on execution, or providing for any stay of execution, exemption from civil process or extension of time for payment; (b) unless specifically required herein, all notices of Mortgagor's default or of Mortgagee's election to exercise, or Mortgagee's actual exercise, of any option or remedy under the Note or the Security Documents; and (c) any right to have the liens against the Mortgaged Property marshaled.

Section 6.07 Application of Proceeds. The proceeds of any sale of all or any portion of the Mortgaged Property and the amounts generated by any holding, leasing, operation or other use of the Mortgaged Property shall be applied by Mortgagee in the following order:

(a) first, to the payment of the costs and expenses of taking possession of the Mortgaged Property (which are expressly secured hereby) and of holding, using, leasing, repairing, improving and selling the same (including, without limitation, payment of any Impositions or other taxes);

(b) second, to the extent allowed by law, to the payment of attorneys' fees and other legal expenses at all trial and appellate levels, including expenses and fees incurred on appeals and legal expenses and fees of a receiver;

(c) third, to the payment of accrued and unpaid interest on the Indebtedness; and

(d) fourth, to the payment of the balance of the Indebtedness.

The balance, if any, shall be paid to the parties entitled to receive it, including, as applicable, Mortgagor.

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Section 6.08 Strict Performance. Any failure by Mortgagee to insist upon strict performance by Mortgagor of any of the terms and provisions of the Security Documents or of the Note shall not be deemed to be a waiver of any of the terms or provisions of the Security Documents or the Note and Mortgagee shall have the right thereafter to insist upon strict performance by Mortgagor.

Section 6.09 No Conditions Precedent to Exercise of Remedies. Neither Mortgagor nor any other person now or hereafter obligated for payment of all or any part of the Indebtedness shall be relieved of such obligation by reason of the failure of Mortgagee to comply with any request of Mortgagor or of any other person so obligated to take action to foreclose on this Mortgage or otherwise enforce any provisions of the Security Documents or the Note, or by reason of the release, regardless of consideration, of all or any part of the security held for the Indebtedness, or by reason of any agreement or stipulation between any subsequent owner of the Mortgaged Property and Mortgagee extending the time of payment or modifying the terms of the Security Documents or Note without first having obtained the consent of Mortgagor or such other person; and in the latter event Mortgagor and all such other persons shall continue to be liable to make payment according to the terms of any such extension or modification agreement, unless expressly released and discharged in writing by Mortgagee.

Section 6.10 Release of Collateral. Mortgagee may release, regardless of consideration, any part of the security held for the Indebtedness or Obligations without, as to the remainder of the security, in any way impairing or affecting the liens of the Security Documents or their priority over any subordinate lien. Without affecting the liability of Mortgagor or any other person (except any person expressly released in writing) for payment of any Indebtedness secured hereby or for performance of any Obligations, and without affecting the rights of Mortgagee with respect to any security not expressly released in writing, Mortgagee may, at any time and from time to time, either before or after maturity of said Note, and without notice or consent: (a) release any person liable for payment of all or any part of the Indebtedness or for performance of any Obligations; (b) make any agreement extending the time or otherwise altering terms of payment of all or any part of the Indebtedness, or modifying or waiving any

Obligation, or subordinating, modifying or otherwise dealing with the lien or charge hereof; (c) exercise or refrain from exercising or waive any right Mortgagee may have; (d) accept additional security of any kind; and (e) release or otherwise deal with any property, real or personal, securing the Indebtedness, including all or any part of the Mortgaged Property.

Section 6.11 Other Collateral. For payment of the Indebtedness, Mortgagee may resort to any other security therefor held by Mortgagee in such order and manner as Mortgagee may elect.

Section 6.12 Discontinuance of Proceedings. In the event Mortgagee shall have proceeded to enforce any right under the Note or the Security Documents and such proceedings shall have been discontinued or abandoned for any reason, then in every such case Mortgagor and Mortgagee shall be restored to their former positions and the rights, remedies and powers of Mortgagee shall continue as if no such proceedings had been taken.

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CONDEMNATION**

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Section 7.01 Condemnation. Mortgagor hereby assigns, transfers and sets over to Mortgagee all rights of Mortgagor to any Awards in respect of (a) any taking of all or a portion of the Mortgaged Property as a result of, or by agreement in anticipation of, the exercise of the right of condemnation or eminent domain; (b) any such taking of any appurtenances to the Mortgaged Property or of vaults, areas or projections outside the boundaries of the Mortgaged Property, or rights in, under or above the alleys, streets or avenues adjoining the Mortgaged Property, or rights and benefits of light, air, view or access to said alleys, streets, or avenues or for the taking of space or rights therein, below the level of, or above the Mortgaged Property; and (c) any damage to the Mortgaged Property or any part thereof due to governmental action, but not resulting in, a taking of any portion of the Mortgaged Property, such as, without limitation, the changing of the grade of any street adjacent to the Mortgaged Property. Mortgagor hereby agrees to file and prosecute its claim or claims for any such Awards in good faith and with due diligence and cause the same to be collected and paid over to Mortgagee, and hereby irrevocably authorizes and empowers Mortgagee, in the name of Mortgagor or otherwise, to collect and receipt for any such Awards and, in the event Mortgagor fails to act, or in the event that an Event of Default has occurred and is continuing, to file and prosecute such claim or claims.

Section 7.02 Application of Proceeds. All Awards received by Mortgagee with respect to a taking of all or any part of the Mortgaged Property or with respect to damage to all or any part of the Mortgaged Property from governmental action not resulting in a taking of the Mortgaged Property, shall be applied as follows, in the order of priority indicated:

(a) first, to reimburse Mortgagee for all costs and expenses, including reasonable attorneys' fees incurred in connection with collecting the said proceeds;

(b) second, if (i) all of the Mortgaged Property is taken, or (ii) so much of the Mortgaged Property is taken, or the Mortgaged Property is so diminished in value that the

remainder thereof cannot, in the reasonable judgment of Mortgagee, continue to be operated profitably for the purpose for which it was being used immediately prior to such taking or diminution, or (iii) an Event of Default shall have been declared hereunder and be continuing at the time of said taking or (iv) the Mortgaged Property is partially taken or diminished in value and, in the reasonable judgment of Mortgagee, cannot be rebuilt, restored or repaired in any manner, then in any such event, the remainder of said proceeds shall be applied to the payment of interest and principal on the Note (without premium or penalty) in the order determined by Mortgagee in its sole discretion; and any balance thereafter remaining shall be paid to Mortgagor; and

(c) third, if none of the facts described in (i) through (iv) of subsection (b) above exist (or if Mortgagee waives the matters described in (iii) of subsection (b) above), the remainder of such proceeds shall be applied to the repair, restoration or replacement of the Mortgaged Property so affected by such condemnation, injury or damage and any amounts not thus paid over shall be paid to Mortgagor; provided that, any such proceeds held by Mortgagee to be applied to the repair, restoration or replacement of the Mortgaged Property as provided above shall be so held with payment or allowance of interest thereon and shall be paid out from time to time upon compliance by Mortgagor with such terms, conditions and requirements as may be imposed by Mortgagee.

Article 8

MISCELLANEOUS

Section 8.01 Further Assurances. Mortgagor, upon the reasonable request of Mortgagee, will execute, acknowledge and deliver such further instruments (including, without limitation, financing statements, estoppel certificates and declarations of no set-off) and do such further acts as may be necessary, desirable or proper to carry out more effectively the purpose of the Security Documents, to facilitate the assignment or transfer of the Note and the Security Documents, and to subject to the liens of the Security Documents, any property intended by the terms thereof to be covered thereby, and any renewals, additions, substitutions, replacements or betterments thereto. Upon any failure by Mortgagor to execute and deliver such instruments, certificates and other documents on or before ten (10) days after receipt of written request therefor, Mortgagee may make, execute and record any and all such instruments, certificates, and other documents, and Mortgagor irrevocably appoints Mortgagee the agent and attorney-in-fact of Mortgagor to do so.

Section 8.02 Recording and Filing. Mortgagor, at its expense, will cause the Security Documents, all supplements thereto and any financing statements at all times to be recorded and filed and re-recorded and re-filed in such manner and in such places as Mortgagee shall reasonably request, and will pay all such recording, filing, re-recording and re-filing taxes, fees and other charges, including, without limitation, all applicable recording costs, documentary stamps, mortgage taxes and/or intangible taxes.

Section 8.03 Notice. Any notices, demands, requests or other communications required

or permitted hereunder shall be sufficiently given if (i) delivered personally, (ii) sent by registered or certified mail, postage prepaid, return receipt requested and addressed as listed below or to such other address as the party concerned may substitute by written notice to the other, or (iii) by facsimile transmission. All notices shall be deemed received on the earlier to occur of three days (excluding Saturdays, Sundays and holidays recognized by national banking associations) after being mailed or upon actual receipt.

To the Mortgagor: Living Stones Fellowship Church, Inc.
909 Pratt Street
Crown Point, Indiana 46307
Attention: Ronald Johnson, Jr., Pastor and President

To the Mortgagee: First Bank of Owasso
P.O. Box 1800
Owasso, Oklahoma 74055
Attention: Mr. Scott Anderson,
Vice President

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Section 8.04 Mortgagee's Right to Perform the Obligations. If Mortgagor shall fail to make any payment or perform any act required by the Note or the Security Documents, then, at any time after the expiration of the applicable notice period, if any, without notice to or demand upon Mortgagor and without waiving or releasing any obligation or default, Mortgagee may make such payment or perform such act for the account of and at the expense of Mortgagor, and shall have the right to enter the Mortgaged Property for such purpose and to take all such action thereon and with respect to the Mortgaged Property as may be necessary or appropriate for such purpose. All sums so paid by Mortgagee, and all costs and expenses, including, without limitation, reasonable attorneys' fees and expenses so incurred together with interest thereon at the Defaulted Interest Rate, from the date of payment or incurring, shall constitute additions to the Indebtedness secured by the Security Documents, and shall be paid by Mortgagor to Mortgagee, on demand. If Mortgagee shall elect to pay any Imposition, Mortgagee may do so in reliance on any bill, statement or assessment procured from the appropriate public office, without inquiring into the accuracy thereof or into the validity of such Imposition. Mortgagor shall indemnify Mortgagee for all losses and expenses, including reasonable attorneys' fees, incurred by reason of any acts performed by Mortgagee pursuant to the provisions of this Section and any funds expended by Mortgagee to which it shall be entitled to be indemnified, together with interest thereon at the Defaulted Interest Rate from the date of such expenditures, shall constitute additions to the Indebtedness and shall be secured by the Security Documents and shall be paid by Mortgagor to Mortgagee upon demand.

Section 8.05 Covenants Running with the Land. All covenants contained in the Security Documents shall run with the Mortgaged Property.

Section 8.06 Severability. In case any one or more of the Obligations shall be invalid, illegal or unenforceable in any respect, the validity of the Note, Security Documents and

remaining Obligations shall be in no way affected, prejudiced or disturbed thereby.

Section 8.07 Modification. The Security Documents and the terms of each of them may not be changed, waived, discharged or terminated orally, but only by an instrument or instruments in writing signed by the party against which enforcement of the change, waiver, discharge or termination is asserted.

Section 8.08 Due on Sale. The loan evidenced by the Note and secured by this Mortgage is personal to Mortgagor, and Mortgagee made such loan to Mortgagor based upon the credit of Mortgagor and Mortgagee's judgment of the ability of Mortgagor to repay the entire Indebtedness and therefore this Mortgage may not be assumed by any subsequent holder of an interest in the Mortgaged Property without Mortgagee's prior written consent. This Section does not limit the effect and generality of Section 5.04 hereof. Mortgagor shall notify Mortgagee promptly in writing of any transaction or event described in Section 5.04 hereof.

Section 8.09 Tax on Indebtedness or Mortgage. In the event of the passage, after the date of this Mortgage, of any law deducting from the value of land for the purposes of taxation, any lien thereon, or imposing upon Mortgagee the obligation to pay the whole, or any part, of the taxes or assessments or charges or liens herein required to be paid by Mortgagor, or changing in any way the laws relating to the taxation of mortgages or debts as to affect this Mortgage or the Indebtedness, the entire unpaid balance of the Indebtedness shall, at the option of Mortgagee, after twenty (20) days written notice to Mortgagor, become due and payable; provided, however, that if, in the opinion of Mortgagee's counsel, it shall be lawful for Mortgagor to pay such taxes, assessments, or charges, or to reimburse Mortgagee therefor, then there shall be no such acceleration of the time for payment of the unpaid balance of the Indebtedness if a mutually satisfactory agreement for reimbursement, in writing, is executed by Mortgagor and delivered to Mortgagee within the aforesaid period.

Section 8.10 Maximum Rate of Interest. Notwithstanding any provision in this Mortgage, or in any instrument now or hereafter relating to or securing the Indebtedness evidenced by the Note, the total liability for payments of interest and payments in the nature of interest, including, without limitation, all charges, fees, exactions, or other sums which may at any time be deemed to be interest, shall not exceed the limit imposed by applicable usury laws. In the event the total liability for payments of interest and payments in the nature of interest, including without limitation, all charges, fees, exactions or other sums which may at any time be deemed to be interest, shall, for any reason whatsoever, result in an effective rate of interest, which for any month or other interest payment period exceeds the limit imposed by the applicable usury laws, all sums in excess of those lawfully collectible as interest for the period in question shall, without further agreement or notice by, between, or to any party hereto, be applied to the reduction of the Indebtedness immediately upon receipt of such sums by Mortgagee, with the same force and effect as though Mortgagor had specifically designated such excess sums to be so applied to the reduction of the Indebtedness and Mortgagee had agreed to accept such sums as a premium-free payment of the Indebtedness, provided, however, that Mortgagee may, at any time and from time to time, elect, by notice in writing to Mortgagor, to waive, reduce, or limit the collection of any sums (or refund to Mortgagor any sums collected) in excess of those lawfully collectible as interest rather than accept such sums

as a prepayment of the Indebtedness.

Section 8.11 Survival of Warranties and Covenants. The warranties, representations, covenants and agreements set forth in the Security Documents shall survive the making of the loan and the execution and delivery of the Note, and shall continue in full force and effect until the Indebtedness shall have been paid in full, except such obligations as specified in Section 4.14 hereof and the obligations contained in the Environmental Indemnification Agreement, of even date herewith, which shall survive.

Section 8.12 Applicable Law. The Security Documents shall be governed by and construed according to the laws of the State of Oklahoma, provided however, the procedural law of the State of Indiana shall govern the enforcement of any of the remedies contained in this Mortgage.

Section 8.13 Loan Expenses. Mortgagor shall pay all costs and expenses in connection with the preparation, execution, delivery, administration and performance of the Note and the Security Documents, including (but not limited to) reasonable fees and disbursements of its and Mortgagee's counsel, broker's fees, recording costs and expenses, conveyance fee, documentary stamp, mortgage registration taxes, mortgage recordation fees and certification fees, intangible and other taxes, surveys, appraisals and policies of title insurance, physical damage insurance, and liability insurance.

Section 8.14 Protection and Defense of Lien. If the validity or priority of this Mortgage or of any rights, titles, liens or security interests created or evidenced hereby with respect to the Mortgaged Property or any part thereof shall be endangered or questioned or shall be attacked directly or indirectly or if any legal proceedings are instituted against Mortgagor with respect thereto, Mortgagor will give prompt written notice thereof to the Mortgagee and at Mortgagor's own cost and expense will diligently endeavor to cure any defect that may be developed or claimed, and will take all necessary and proper steps for the defense of such legal proceedings, including but not limited to the employment of counsel, the prosecution or defense of litigation and the release or discharge of all adverse claims, and the Mortgagee, or either of them (whether or not named as parties to legal proceedings with respect thereto) are hereby authorized and empowered to take such additional steps as in their judgment and discretion may be necessary or proper for the defense of any such legal proceedings or the protection of the validity or priority of this Mortgage and the rights, titles, liens and security interests created or evidenced hereby, including but not limited to the employment of counsel, the prosecution or defense of litigation, the compromise or discharge of any adverse claims made with respect to the Mortgaged Property, the purchase of any tax title and the removal of prior liens or security interests (including but not limited to the payment of debts as they mature or the payment in full of matured or non-matured debts, which are secured by these prior liens or security interests), and all expenses so incurred of every kind and character shall be a demand obligation owing by Mortgagor and the party incurring such expenses shall be subrogated to all rights of the person receiving such payment

Section 8.15 Tax and Insurance Escrow. Following an Event of Default, Mortgagee shall have the option upon fifteen (15) days' prior written notice to Mortgagor to require

Mortgagor to pay to Mortgagee, on each of the monthly due dates of interest payments, as set forth in the Note, an amount equal to one-twelfth (1/12) of the annual (a) Impositions and (b) insurance premiums for such insurance as is required hereunder. Mortgagor shall also pay into such account such additional amounts, to be determined by Mortgagee from time to time, as will provide a sufficient fund, at least thirty (30) days prior to the due dates of the next installment of such Impositions and premiums, for payment of such Impositions and premiums so as to realize the maximum discounts permitted by law. Amounts held hereunder by Mortgagee shall be non-interest bearing and may be commingled with Mortgagee's other funds. Upon assignment of this Mortgage, Mortgagee shall have the right to pay over the balance of such amounts then in its possession to the assignee and Mortgagee shall thereupon be completely released from all liability with respect to such amounts. Upon full payment of the Indebtedness, or, at the election of Mortgagee at any prior time, the balance of such amounts shall be paid over to Mortgagor and no other party shall have any right or claim thereto. Amounts held by Mortgagee pursuant to this Section shall (a) be made available to Mortgagor in sufficient time to allow Mortgagor to satisfy Mortgagor's obligations under the Security Documents to pay Impositions and required insurance premiums, within the maximum discount period, where applicable and (b) not bear interest.

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Section 8.16 No Representations by Mortgagee. By accepting or approving anything required to be observed, performed or fulfilled or to be given to Mortgagee, pursuant to the Security Documents, including (but not limited to) any officer's certificate, survey, appraisal or insurance policy, Mortgagee shall not be deemed to have warranted or represented the sufficiency, legality, effectiveness or legal effect of the same, or of any term, provision or condition thereof, and such acceptance or approval thereof shall not be or constitute any warranty or representation with respect thereto by Mortgagee.

Section 8.17 Future Advances. This Mortgage secures such future or additional advances (in addition to the principal amount of the Note) as may be made by the Mortgagee or the holder hereof, at its exclusive option, to the Mortgagor or its successors or assigns in title, for any purpose, provided that all such advances are made within twenty three (23) years from the date of this Mortgage or within such lesser period of time as may be provided hereafter by law as a prerequisite for the sufficiency of actual notice or record notice of such optional future or additional advances as against the rights of creditors or subsequent purchasers for valuable consideration to the same extent as if such future or additional advances were made on the date of the execution of this Mortgage. The total amount of indebtedness secured by this Mortgage may be increased or decreased from time to time, but the total unpaid balance so secured at any one time shall not exceed the maximum principal amount equal to twice the original principal sum evidenced by the Note plus interest thereon and any disbursements made under this Mortgage or the Security Documents made for the payment of Impositions, levies, insurance, or otherwise, with interest on such disbursements.

Section 8.18 Headings. The article headings and the section and subsection captions are inserted for convenience of reference only and shall in no way alter or modify the text of such articles, sections and subsections.

[Signature Page Follows.]

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

"Mortgagor"

LIVING STONES FELLOWSHIP CHURCH, INC.,
an Indiana not-for-profit corporation

By Ronald Johnson, Jr.
Ronald Johnson, Jr., Pastor and President

"Mortgagor"

~~ACKNOWLEDGMENT~~
Document is NOT OFFICIAL!

STATE OF INDIANA
COUNTY OF LAKE

This Document is the property of the Lake County Recorder!

I HEREBY CERTIFY, that on this 14th day of July, 2017, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Ronald Johnson, Jr., President of LIVING STONES FELLOWSHIP CHURCH, INC., an Indiana not-for-profit corporation, who provided to me satisfactory evidence of his identity in the form of a Indiana driver's license and executed the foregoing instrument and acknowledged the same as his free and voluntary act and deed and the free and voluntary act and deed of the corporation.

JOLENE A KRATOCHVIL
Notary Public - Seal
State of Indiana
Lake County
My Commission Expires Nov 13, 2021



Jolene Kratochvil
Notary Public
My Commission Expires: 11-13-21

(Seal)

EXHIBIT A

Legal Description of the Land

The land referred to in this Commitment is described as follows:

PARCEL 1

Lot 13 except the following described parcel: Commencing at the Southeast corner of said Lot 13 and running thence West 132 feet; thence North 106.66 feet; thence East 132 feet; thence South 106.66 feet to the place of beginning and also Lot 14 in Pratt & Ruschli's, a Subdivision as recorded in Plat Book 1, page 8 in the Office of the Recorder of Lake County, Indiana.

Tax Key No. 45-16-05-301-001.000-042

PARCEL 2

The Southwest Quarter of the Northwest Quarter of the Southwest Quarter of Section 5, Township 34 North, Range 8 West of the 2nd P.M. in Lake County, Indiana except that parcel described as follows: Part of the West 1/2, Northwest 1/4, Southwest 1/4, Section 5, Township 34 North, Range 8 West of the 2nd P.M., in Crown Point, Lake County, Indiana, described as follows: Beginning at a point on the East line of the West 1/2, Northwest 1/4, Southwest 1/4 of Section 5 and 976.0 feet South of the Northeast corner thereof; thence West parallel to the North line of the Southwest 1/4 of said Section 5 a distance of 160.0 feet; thence South parallel to the East line of the West 1/2, Northwest 1/4, Southwest 1/4 of said Section 5 a distance of 216.22 feet to the center of Beaver Dam Ditch; thence Northeasterly along the center of said ditch to a point on the East line of the West 1/2, Northwest 1/4, Southwest 1/4 of said Section 5 and 162.15 feet South of the point of beginning; thence North 162.15 feet to the point of beginning.

EXCEPTING

Part of the Southwest 1/4 of the Northwest 1/4 of the Southwest 1/4 of Section 5, Township 34 North, Range 8 West of the 2nd Principal Meridian more particularly described as follows: Beginning at an iron pipe on the West right-of-way line of Pratt Street in the City of Crown Point, Indiana, said pipe being located 661.77 feet South and 30 feet West from the Northeast corner of said 1/4 1/4 1/4 said point also being on the Southeast corner of Lot 13 of Pratt and Ruschli's Subdivision, as shown on Plat Book 1 page 8 in the Recorder's Office, of Lake County, Indiana; thence North 89 degrees 11 minutes 58 seconds West, along the south line of said Lot 13 a distance of 107 feet; thence South 0 degree 05 minutes 15 seconds West, a distance of 135 feet; thence South 89 degrees 11 minutes 58 seconds East a distance of 107 feet to the West right-of-way line of Pratt Street; thence North 0 degree 05 minutes 15 seconds East along said West right-of-way line a distance of 135 feet to the point of beginning.

ALSO EXCEPTING

Part of the Northwest 1/4 of the Southwest 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: Commencing at the Southwest corner of said Northwest 1/4 of the Southwest 1/4; thence South 89 degrees 17 minutes 00 seconds East, along the South line of said Northwest 1/4 of the Southwest 1/4, 388.86 feet to a point in Beaver Dam Ditch said point being the point of

beginning; thence North 40 degrees 15 minutes 09 seconds East with said Beaver Dam Ditch, 173.99 feet to a point; thence continuing with said Beaver Dam Ditch, North 72 degrees 03 minutes 24 seconds East and the South property line of Daniel O. and Maria L. Crosby (W.D. #2206) 168.25 feet to a point in the pavement of Pratt Street; thence South 00 degrees 05 minutes 15 seconds West, with said Pratt Street 188.03 feet to a point on the South line of said Northwest 1/4 of the Southwest 1/4 of Section 5; thence North 89 degrees 17 minutes 00 seconds West with said South line 272.23 feet to the point of beginning.

ALSO EXCEPTING

A parcel of land in the West half of the Northwest Quarter of the Southwest Quarter of Section 5, Township 34 North, Range 8 West of the Second Principal Meridian, Lake County, Indiana, being more particularly described as follows: Commencing at the Northeast corner of the West Half of the Northwest Quarter of the Southwest Quarter of said Section 5; thence South 00 degrees 05 minutes 15 seconds West along the East line of said West 1/2 (Assumed Basis of Bearings), a distance of 796.77 feet to the Point of Beginning; thence continuing South 00 degrees 05 minutes 15 seconds West 120.00 feet; thence North 89 degrees 11 minutes 58 seconds West parallel with the South line of Lots 13 and 14 in Pratt and Ruschli's Subdivision, as per plat thereof Recorded in Plat Book 1, Page 8 in the Office of the Lake County Recorder, a distance of 160.00 feet; thence North 00 degrees 05 minutes 15 seconds East parallel with the East line of said West Half, a distance of 120.00 feet; thence South 89 degrees 11 minutes 58 seconds East parallel with the South line of said Lots 13 and 14, a distance of 160.00 feet to the Point of Beginning.

ALSO EXCEPTING

A parcel of land in the West Half of the Northwest Quarter of the Southwest Quarter of Section 5, Township 34 North, Range 8 West of the Second Principal Meridian, Lake County, Indiana, being more particularly described as follows: Commencing at an iron pipe on the West right-of-way line of Pratt Street in the City of Crown Point, Indiana, said pipe being located 661.77 feet South and 30 feet West from the Northeast corner of said West Half, said point also being on the Southeast corner of Lot 13 of Pratt and Ruschli's Subdivision, as shown on Plat Book 1, page 8 in the Recorder's Office of Lake County, Indiana; thence North 89°11'58" West, along the South line of said Lot 13, a distance of 107 feet to the Point of Beginning; thence South 00°05'15" West, parallel with the East line of said West Half, a distance of 135.00 feet to the North line of Lot 1 in Pressel's Addition to the City of Crown Point, as recorded in Plat Book 100, page 51 in the Office of the Recorder of Lake County, Indiana; thence North 89°11'58" West along the North line of said Pressel's Addition, a distance of 23.00 feet; thence North 00°05'15" East, parallel with the East line of said West Half, a distance of 135.00 feet to the South line of said Lot 13; thence South 89°11'58" East, along the South line of said Lot 13, a distance of 23.00 feet to the Point of Beginning. Containing 0.07 acres, more or less.

Tax Key No. 45-16-05-301-009.000-042

Commonly known as 909 Pratt Street, Crown Point, IN 46307

EXHIBIT B

Permitted Encumbrances

1. Ad valorem property taxes, if any, for 2017 and subsequent years.
2. Title Exceptions number 12, 13 and 14 in Schedule B-Section II of that certain commitment for title insurance issued by First American Title Insurance Company on commitment date 04/21/17 under file no. 2017-59319-01.



EXHIBIT C

Description of Collateral

The Collateral consists of the property, rights, interests and estates described below which are now owned, or are hereafter acquired by Mortgagor. Unless otherwise defined herein or unless otherwise required by the context hereof, capitalized terms used herein will have the meanings ascribed to those terms in a certain Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing Financing Statement dated effective as of July __, 2017 (the "Mortgage"), executed by Mortgagor in favor of Mortgagee.

The Collateral consists of the following:

All equipment, machinery, fixtures, goods, inventory, accounts, deposit accounts, money, general intangibles, documents, documents of title, instruments and chattel paper, as those terms are defined in the Uniform Commercial Code, and all other personal property of every kind and description, whether now existing or hereafter acquired, now or at any time hereafter attached to, erected upon, situated in or upon, forming a part of, appurtenant to, used in the construction of or in connection with, or arising from the use or enjoyment of all or any portion of, or from any lease or agreement pertaining to the real property described in Exhibit A attached to the Mortgage (the "Property"), but excluding the personal property of tenants or owners of an portion or parcel of the Property, unless Mortgagor has acquired an interest therein, and including, without limitation:

- A) All income, rents, royalties, revenue, issues, profits, proceeds and other benefits from any and all of the Property;
- B) All deposits made with or other security given to utility companies by Mortgagor with respect to the Property and the improvements thereon, and all advance payments of insurance premiums made by Mortgagor with respect thereto and all claims or demands relating to such deposits, other security and/or such insurance;
- C) All fixtures now or hereafter affixed to the Property, including all buildings, structures and improvements of every kind and description now or hereafter erected or placed thereon and any and all machinery, motors, elevators, boilers, equipment (including, without limitation, all equipment for the generation or distribution of air, water, heat, electricity, light, fuel or refrigeration or for ventilating or air conditioning purposes or for sanitary or drainage purposes or for the removal of dust, refuse or garbage), partitions, appliances, furniture, furnishing, building service equipment, building materials, supplies, ranges, refrigerators, cabinets, laundry equipment, computers and software, radios, television, awnings, window shades, Venetian blinds, drapes and drapery rods and brackets, screens, carpeting and other floor coverings, lobby furnishings, central courtyard water fixture fountain, filter and circulating equipment, elevators, cleaning and sprinkler systems, fire extinguishing apparatus and equipment, incinerators and other property of every kind and description now or hereafter placed, attached, affixed or installed in such buildings, structures, or

improvements (all of such fixtures being referred to hereinafter as the "Improvements");

- D) All damages, royalties and revenue of every kind, nature and description whatsoever that Mortgagor may be entitled to receive, either before or after any default under any of the loan documents secured by the security interest evidenced hereby, from any person or entity owning or having or hereafter acquiring a right to the oil, gas or mineral rights and reservations of the Property;
- E) All proceeds and claims arising on account of any damages to or taking of the Property or the Improvements thereon or any part thereof, and all causes of action and recoveries for any loss or diminution in the value of the Property or the Improvements;
- F) All licenses (including, but not limited to, any operating licenses or similar licenses), contracts, management contracts or agreements, franchise agreements, permits, authorities or certificates required or used in connection with the construction, ownership, operation or maintenance of the Improvements;
- G) All present and future accounts, general intangibles, chattel paper, contract rights, deposit accounts, instruments and documents as those terms are defined in the Uniform Commercial Code, now or hereafter relating or arising with respect to the Property and for the use thereof or any improvements thereto, including without limitation; (i) all rights to the payment of money, including escrow proceeds arising out of the sale or other disposition of all or any portion of the Property; (ii) all plans, specification and drawings relating to the development of the Property and/or any construction thereon; (iii) all use permits, occupancy permits, development agreements, construction and building permits and all other permits and approvals required by any governmental or quasi-governmental authority in connection with the development, construction, use, occupancy or operation of the Property; (iv) any and all agreements relating to the development, construction, use, occupancy and for operation of the Property between Mortgagor and any contractor, subcontractor, project manager or supervisor, architect, engineer, laborer or supplier of materials; (v) all lease or rental agreements; (vi) all names under which the property is now or hereafter known and all rights to carry on business under any such names or any variant thereof; (vii) all goodwill relating to the Property and for the development, construction, use, occupancy or operation thereof; (viii) all insurance proceeds and condemnation awards arising out of or incidental to the ownership, development, construction, use, occupancy or operation of the Property; (ix) all reserves, deferred payments, deposits, refunds, cost savings, bonds, insurance policies and payments of any kind relating to the Property; (x) all loan commitments issued to Mortgagor in connection with any sale or financing of the Property; and (xi) all supplements, modifications and amendments to the foregoing;
- H) All water rights appurtenant to the Property together with all pumping plants, pipes, flumes and ditches, all rights to the use of water as well as the rights in

ditches for irrigation of the Property, all water stock relating to the Property, shares of stock or other evidence of ownership of any part of the Property that is owned by Mortgagor in common with others, and all documents of membership in any owners' or members' association or similar group having responsibility for managing or operating any part of the Property;

- I) All landscaping, trees and other plants and crops growing on the Property, all crops harvested and all net sale proceeds from crops harvested, packed and sold, all maintenance buildings and agricultural equipment located on the Property, and any and all other property now or hereafter located on or at the Property and used in connection with any farming operations conducted upon the Property.
- J) All replacements, repairs and substitutions of, and accessories, attachments and additions to, any of the foregoing.
- K) All proceeds of any of the foregoing, including, without limitation, proceeds of any voluntary or involuntary disposition or claim respecting any thereof (pursuant to judgment, condemnation award or otherwise) and all goods, documents, instruments, general intangibles, chattel paper and accounts, wherever located, acquired with the proceeds of any of the foregoing or proceeds thereof.

The Collateral also consists of the following:

All the estate, right, title, interest, claim or demand whatsoever of Mortgagor, either at law or in equity, in and to the Personalty, Fixtures, Leases and Rents (as those capitalized terms are defined below), and all the estate, right, title, interest, claim or demand whatsoever of Mortgagor, either at law or in equity, in and to the Awards (as hereinafter defined), or payments with respect to casualties to the Property or Improvements.

As used herein the following terms will have the meanings stated below:

"Awards" - means all awards and payments made or hereafter to be made by any municipal, township, county, state, Federal or other governmental agencies, authorities or boards or any other entity having the power of eminent domain to Mortgagor, including any awards and payments for (i) any taking of all or a portion of the Mortgaged Property (as that term is defined in the Mortgage), as a result of, or by agreement in anticipation of, the exercise of the right of condemnation or eminent domain; (ii) any such taking of any appurtenances to the Mortgaged Property or of vaults, areas or projections outside the boundaries of the Mortgaged Property, or rights in, under or above the alleys, streets or avenues adjoining the Mortgaged Property, or rights and benefits of light, air, view or access to said alleys, streets, or avenues or for the taking of space or rights therein, below the level of, or above the Mortgaged Property; and (iii) any damage to the Mortgaged Property or any part thereof due to governmental action, but not resulting in, a taking of any portion of the Mortgaged Property, such as, without limitation, the changing of the grade of any street adjacent to the Mortgaged Property.

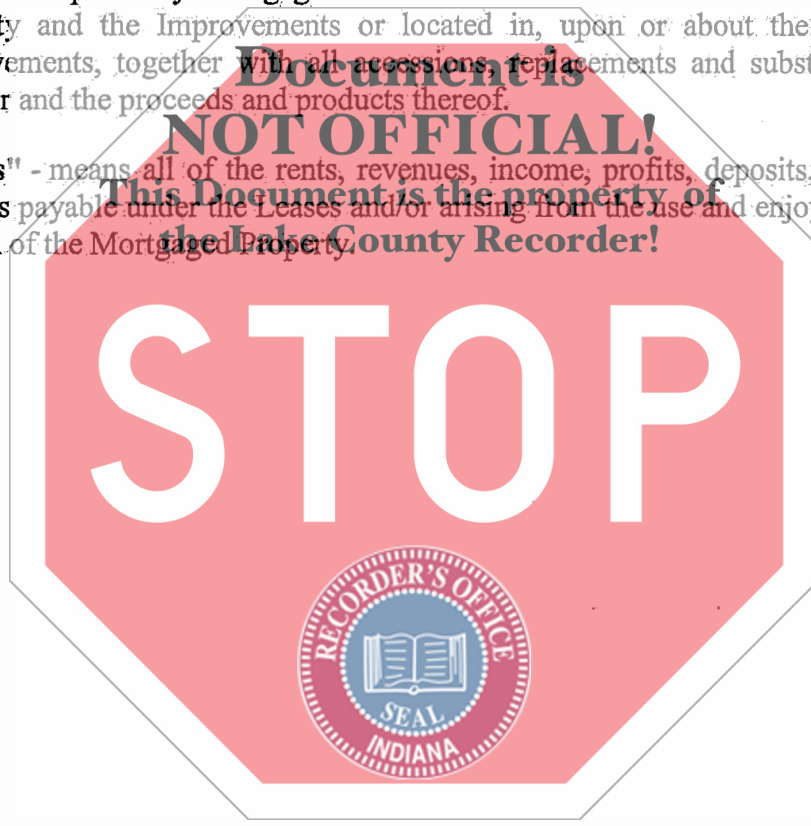
"Fixtures" - means all fixtures located upon or within the Property or Improvements or now or hereafter attached to, or installed in, or used in connection with, any of the

Property or Improvements whether or not permanently affixed to the Mortgaged Property, but specifically excluding trade fixtures and personal property to the extent of the right, title and interest therein of any tenant under any of the Leases.

"Leases" - means any and all leases, subleases, licenses, concessions or grants of other possessory interests now or hereafter in force, oral or written, and all amendments thereto covering or affecting the Mortgaged Property, or any part thereof, together with all rights, powers, privileges, options and other benefits of Mortgagor thereunder.

"Personalty" - means all furniture, supplies, motor vehicles, tractors, trailers, implements, service parts, inventory, equipment, accounts, contract rights, chattel paper, general intangibles and all other personal property (other than Fixtures) now owned or hereafter acquired by Mortgagor which is now or hereafter used in connection with the Property and the Improvements or located in, upon or about the Property and the Improvements, together with all accessions, replacements and substitutions thereto or therefor and the proceeds and products thereof.

"Rents" - means all of the rents, revenues, income, profits, deposits, tenders and other benefits payable under the Leases and/or arising from the use and enjoyment of all or any portion of the Mortgaged Property.



LEGAL DESCRIPTION

PARCEL 1

Lot 13 except the following described parcel: Commencing at the Southeast corner of said Lot 13 and running thence West 132 feet; thence North 106.66 feet; thence East 132 feet; thence South 106.66 feet to the place of beginning and also Lot 14 in Pratt & Ruschli's, a Subdivision as recorded in Plat Book 1, page 8 in the Office of the Recorder of Lake County, Indiana.

Tax Key No. 45-16-05-301-001.000-042

PARCEL 2

The Southwest Quarter of the Northwest Quarter of the Southwest Quarter of Section 5, Township 34 North, Range 8 West of the 2nd P.M. in Lake County, Indiana except that parcel described as follows: Part of the West 1/2, Northwest 1/4, Southwest 1/4, Section 5, Township 34 North, Range 8 West of the 2nd P.M., in Crown Point, Lake County, Indiana, described as follows: Beginning at a point on the East line of the West 1/2, Northwest 1/4, Southwest 1/4 of Section 5 and 976.0 feet South of the Northeast corner thereof; thence West parallel to the North line of the Southwest 1/4 of said Section 5 a distance of 160.0 feet; thence South parallel to the East line of the West 1/2, Northwest 1/4, Southwest 1/4 of said Section 5 a distance of 216.22 feet to the center of Beaver Dam Ditch; thence Northeasterly along the center of said ditch to a point on the East line of the West 1/2, Northwest 1/4, Southwest 1/4 of said Section 5 and 162.15 feet South of the point of beginning; thence North 162.15 feet to the point of beginning.

EXCEPTING

Part of the Southwest 1/4 of the Northwest 1/4 of the Southwest 1/4 of Section 5, Township 34 North, Range 8 West of the 2nd Principal Meridian more particularly described as follows: Beginning at an iron pipe on the West right-of-way line of Pratt Street in the City of Crown Point, Indiana, said pipe being located 661.77 feet South and 30 feet West from the Northeast corner of said 1/4 1/4 1/4 said point also being on the Southeast corner of Lot 13 of Pratt and Ruschli's Subdivision, as shown on Plat Book 1 page 8 in the Recorder's Office, of Lake County, Indiana; thence North 89 degrees 11 minutes 58 seconds West, along the south line of said Lot 13 a distance of 107 feet; thence South 0 degree 05 minutes 15 seconds West, a distance of 135 feet; thence South 89 degrees 11 minutes 58 seconds East a distance of 107 feet to the West right-of-way line of Pratt Street; thence North 0 degree 05 minutes 15 seconds East along said West right-of-way line a distance of 135 feet to the point of beginning.

ALSO EXCEPTING

Part of the Northwest 1/4 of the Southwest 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: Commencing at the Southwest corner of said Northwest 1/4 of the Southwest 1/4; thence South 89 degrees 17 minutes 00 seconds East, along the South line of said Northwest 1/4 of the Southwest 1/4, 388.86 feet to a point in Beaver Dam Ditch said point being the point of beginning; thence North 40 degrees 15 minutes 09 seconds East with said Beaver Dam Ditch, 173.99 feet to a point; thence continuing with said Beaver Dam Ditch, North 72 degrees 03 minutes 24 seconds East and the South property line of Daniel O. and Maria L. Crosby (W.D. #2206) 168.25 feet to a point in the pavement of Pratt Street; thence South 00 degrees 05 minutes 15 seconds West, with said Pratt Street 188.03 feet to a point on the South line of said Northwest 1/4 of the Southwest 1/4 of Section 5; thence North 89 degrees 17 minutes 00 seconds West with said South line 272.23 feet to the point of beginning.

ALSO EXCEPTING

A parcel of land in the West half of the Northwest Quarter of the Southwest Quarter of Section 5, Township 34 North, Range 8 West of the Second Principal Meridian, Lake County, Indiana, being more particularly described as follows: Commencing at the Northeast corner of the West Half of the Northwest Quarter of the Southwest Quarter of said Section 5; thence South 00 degrees 05 minutes 15 seconds West along the East line of said West 1/2 (Assumed Basis of Bearings), a distance of 796.77 feet to the Point of Beginning; thence continuing South 00 degrees 05 minutes 15 seconds West 120.00 feet; thence North 89 degrees 11 minutes 58 seconds West parallel with the South line of Lots 13 and 14 in Pratt and Ruschli's Subdivision, as per plat thereof Recorded in Plat Book 1, Page 8, in the Office of the Lake County Recorder, a distance of 160.00 feet; thence North 00 degrees 05 minutes 15 seconds East parallel with the East line of said West Half, a distance of 120.00 feet; thence South 89 degrees 11 minutes 58 seconds East parallel with the South line of said Lots 13 and 14, a distance of 160.00 feet to the Point of Beginning.

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A parcel of land in the West Half of the Northwest Quarter of the Southwest Quarter of Section 5, Township 34 North, Range 8 West of the Second Principal Meridian, Lake County, Indiana, being more particularly described as follows: Commencing at an iron pipe on the West right-of-way line of Pratt Street in the City of Crown Point, Indiana, said pipe being located 661.77 feet South and 30 feet West from the Northeast corner of said West Half, said point also being on the Southeast corner of Lot 13 of Pratt and Ruschli's Subdivision, as shown on Plat Book 1, page 8 in the Recorder's Office of Lake County, Indiana; thence North 89°11'58" West, along the South line of said Lot 13, a distance of 107 feet to the Point of Beginning; thence South 00°05'15" West, parallel with the East line of said West Half, a distance of 135.00 feet to the North line of Lot 1 in Pressel's Addition to the City of Crown Point, as recorded in Plat Book 100, page 51 in the Office of the Recorder of Lake County, Indiana; thence North 89°11'58" West along the North line of said Pressel's Addition, a distance of 23.00 feet; thence North 00°05'15" East, parallel with the East line of said West Half, a distance of 135.00 feet to the South line of said Lot 13; thence South 89°11'58" East, along the South line of said Lot 13, a distance of 23.00 feet to the Point of Beginning. Containing 0.07 acres, more or less.

Tax Key No. 45-16-05-301-009.000-042

Commonly known as 909 Pratt Street, Crown Point, IN 46307

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