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STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

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MICHAEL B. BROWN  
RECORDER

### REAL ESTATE MORTGAGE AND SECURITY AGREEMENT

WHEN RECORDED RETURN TO: 1ST SOURCE BANK  
Commercial Loan Services  
P.O. Box 1602  
South Bend, Indiana 46634

THIS REAL ESTATE MORTGAGE AND SECURITY AGREEMENT is dated July 28, 2017.

1. GFA INVESTMENTS LLC as vested to GFA INVESTMENTS, L.L.C., whose address is 1842 45th Ave, Munster, IN 46321, ("Mortgagor") hereby

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MORTGAGES AND WARRANTS TO 1ST SOURCE BANK  
the Lake County Recorder!

a financial institution with principal offices located at 100 North Michigan Street, South Bend, Indiana 46601, its successors and assigns ("Bank"), the real estate more particularly described on Exhibit A which is attached to and incorporated into this Mortgage located in Lake County, State of Indiana including the buildings, structures, improvements, easements, appurtenances, accessions and fixtures now or hereafter attached to or used in connection with that real estate together with all rents, income, profits and proceeds therefrom, including without limitation insurance proceeds and proceeds from any condemnation or eminent domain actions, and together with all mineral, oil and gas rights (all called the "Property").

2. Mortgagor grants to Bank a security interest in and mortgages and warrants to Bank, all fixtures and all other personal property of every kind, nature and description located upon the Property and owned by the Mortgagor. All of the fixtures are deemed to be part of the real estate.

3. Mortgagor grants this Mortgage in consideration and to secure payment and performance of the Obligations, which Mortgagor promises to pay. The term "Obligations" means all existing and future indebtedness, liabilities and obligations of every kind, nature and description which are at any time owed to Bank by Mortgagor, as Borrower, including but not limited to future advances up to a maximum of \$390,000.00, whether direct or indirect, absolute or contingent, and whether now due and owing or hereafter due and owing from time to time, including all existing and future indebtedness under the instrument(s) and/or agreement(s) more particularly described on attached Exhibit B or evidenced by any promissory note(s), loan agreement(s) or lease(s) now or hereafter executed and delivered by Mortgagor to Bank and any and all amendments, renewals, extensions or modifications thereof (collectively, the "Agreement"). Any provision for future advances contained herein shall not be interpreted as a commitment to lend such amount by Bank. Bank will base future lending decisions on many factors, including but not limited to Mortgagor's financial condition at the time of any such future advance request.

4. The terms, provisions and conditions of the Agreement shall govern this Mortgage in all respects, except as specifically otherwise provided in this Mortgage. In addition, all capitalized terms in this Mortgage which are not defined in this Mortgage shall bear the meanings ascribed to them in the Agreement. This Mortgage is, by its terms, made a part of the Agreement.

5. The Property shall constitute Collateral under the Agreement.

6. As additional security for the payment of the Obligations and the performance of the covenants, terms and conditions contained herein and in any other instrument securing or evidencing the Obligations, Mortgagor does hereby assign, mortgage and warrant to Bank, all rents, income and profits of the Property and all present and future leases

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pertaining thereto and all guarantees of the tenant's obligations thereunder, together with the right in Bank to take possession of the Property and every part thereof, and to collect the rents and profits and to apply the same, as hereinafter provided. However, notwithstanding the assignment and until a default under this Mortgage (but not thereafter), Mortgagor shall have the right to collect the rents, profit and income of the Property. In addition:

- (a) Mortgagor shall not, without the prior written consent of Bank, accept any prepaid rent under any lease of the Property except for the then current month; nor shall Mortgagor enter into any new lease of the Property or any part thereof except in accordance with a form of lease approved in advance by Bank. Mortgagor shall not take or suffer any actions which would effectuate a merger of a lease with a fee so as to terminate the lessee's obligations. Any act in violation of this paragraph shall be void and of no effect.
- (b) Mortgagor shall perform all of the material obligations of the lessor under all leases of the Property or any part thereof in accordance with the terms and provisions thereof and shall not suffer or permit any impairment of the security thereof. Mortgagor shall manage the Property and every part thereof in accordance with sound business practices. Mortgagor shall promptly take such actions as are reasonable and prudent to enforce the lessee's obligations under any lease. Bank shall have no obligation, responsibility or liability of lessor under any lease assigned hereby, and shall have no obligation to account for any security deposit unless the same has been actually deposited with Bank. If because of Mortgagor's default under any lease Bank cures the same, Mortgagor shall reimburse Bank on demand with interest at the Default Rate.
- (c) Mortgagor shall deliver to Bank within ten (10) days after written request from Bank a statement in writing setting forth the names of the tenants of the Property, the expiration dates of the leases, and the amounts of rents and any other sums due thereunder. Mortgagor shall also furnish to Bank copies of all such leases. Mortgagor shall, upon written request, execute and deliver to Bank such other and further documents as may be reasonably appropriate to confirm the assignment of rents, profits, and leases made hereby.
- (d) Upon a default under this Mortgage, Bank may, pursuant to the assignment herein contained, and in addition to exercising any and all other rights and remedies provided by this Mortgage or by law, including the appointment of a receiver (to which appointment Mortgagor consents), or by any other document or instrument now or hereafter executed in connection with the transaction contemplated hereby, with or without foreclosure or entry upon the Property, demand, collect, sue for, receive, compromise, and compound all rents, income and arrears of rent as may then or thereafter be due and owing from the tenants, occupiers, lessees or assignees of any lessees of the Property and Mortgagor hereby authorizes and directs the tenants, occupiers, lessees or assignees of any lessees of the Property to make payment to Bank of rent and any other sums then due and to become due under the leases upon receipt of written demand therefor by Bank, without liability for the determination of Bank's rights thereon. In such event, Bank shall have the power, either directly or through a rental agent selected by Bank, to operate, maintain and repair the Property, and to amend any lease and to exercise any and all rights of Mortgagor with respect to any lease; and out of the rents and income thus received, after the payment of all costs and expenses of Bank, to retain all sums then or thereafter due hereunder, and also a commission of six (6%) percent upon all such rents and income thus collected as compensation for its services in making such collections. The rights and powers of Bank under this paragraph are contractual in nature and shall survive foreclosure of this Mortgage and shall continue and remain in full force and effect until all amounts due Bank hereunder, including any deficiency resulting from foreclosure sale, are paid in full, and shall continue after commencement of foreclosure and after foreclosure sale and until expiration of any applicable period of redemption, notwithstanding the sale of the Property to a purchaser other than Bank. Bank shall not be liable to Mortgagor or anyone claiming under or through Mortgagor by reason of anything done or left undone by Bank hereunder, except for damage resulting from willful misconduct of Bank.
- (e) Mortgagor covenants and warrants to Bank that Mortgagor has not executed any prior assignment of the leases of the Property, or of the rents, profits and income of the Property which have not been released except to Bank and Mortgagor covenants it will not hereafter execute any assignment in connection with the loan until such time as all Obligations secured hereby is fully paid and satisfied.
- (f) Upon the occurrence of an event of default hereunder or in the Obligations then the rents, profits and income of the Property shall not be available to pay the costs of the defense of any action, proceeding or claim brought by Bank against the Borrower, the Mortgagor, its partners or members or the Property (including the fees and expenses of the Borrower's, the Mortgagor's or its general partner's attorney in defending against such action, proceeding or claim) and upon the occurrence of a voluntary or involuntary bankruptcy or other

proceeding with respect to the Borrower, the Mortgagor or its partners or members under the Bankruptcy Code, the rents, profits and income from the Property shall not be available to pay administrative expenses of the bankruptcy estate where such administrative expenses constitute fees and expenses of the Borrower's, the Mortgagor's or its partners or members attorneys, representatives or agents.

(g) Mortgagor hereby unconditionally assigns, transfers and sets over to Bank all of Mortgagor's claims and rights to the payment of damages arising from any rejection by any lessee of any lease of the Property under the Bankruptcy Code, 11 U.S.C. §101 et seq (the "Bankruptcy Code"). Bank shall have the right to proceed in its own name or in the name of Mortgagor in respect of any claim, suit, action or proceeding relating to the rejection of such lease, including, without limitation, the right to file and prosecute, to the exclusion of Mortgagor, any proofs of claim, complaints, motions, applications, notices and other documents, in any case, in respect of such lessee under the Bankruptcy Code. This assignment constitutes a present, irrevocable and unconditional assignment of the foregoing claims, rights and remedies, and shall continue in effect until all of the Obligations shall have been satisfied and discharged in full. Any amounts received by Bank as damages arising out of rejection of a lease shall be applied first to all costs and expenses of Bank (including, without limitation, attorneys' fees) incurred in connection with the exercise of any of its rights or remedies under this Section and then as provided in the Note.

(h) If a petition under the Bankruptcy Code is filed by or against the Mortgagor, and the Mortgagor, as lessor under the leases of the Property, determines to reject the leases of the Property (or any of them) pursuant to Section 365(a) of the Bankruptcy Code, the Mortgagor shall give Bank not less than ten (10) days prior notice of the date during which Bank shall have the right, but not the obligation, to serve upon the Mortgagor, within such 10-day period, a notice stating that (i) Bank demands that the Mortgagor assume and assign the leases to Bank pursuant to Section 365 of the Bankruptcy Code and (ii) Bank covenants to cure or provide adequate assurance of future performance under the lease. If Bank serves upon the Mortgagor the notice described in the preceding sentence, the Mortgagor shall not seek to reject the leases (or any of them) and shall comply with the demand provided for in clause (i) of the preceding sentence within thirty (30) days after the notice shall have been given, subject to the performance by Bank of the covenant provided for in clause (ii) of the preceding sentence.

7. Mortgagor represents that:

(a) Mortgagor owns the Property and has good and marketable title to the Property free and clear of all liens and encumbrances except liens and encumbrances granted to Bank, the lien of non-delinquent real estate taxes, utility easements and restrictive covenants acceptable to Bank, and those liens and encumbrances otherwise acceptable to and accepted by Bank.

(b) (i) there have not been, and will not be, released into, or deposited upon or below the surface of or into any water systems on or below the surface of, the Property any toxic or hazardous substance, waste, or material or any pollutant (collectively called "Hazardous Substance"), and no building, structure or improvement, including storage tanks of any sort, on the Property or any appurtenance, accession, or fixture thereto contains or will contain any Hazardous Substance in excess of any limit allowed under federal or state law or is constructed or will be constructed of any material which is a Hazardous Substance; (ii) no enforcement actions have been commenced or threatened and no notices have been received by Mortgagor in any way relating to the environment or discharges into the environment, and Mortgagor has forwarded and will promptly forward to Bank copies of all notices and documents with respect to the Property sent to or received from federal or state environmental agencies; (iii) Mortgagor shall defend, indemnify and hold Bank harmless from any and all loss, cost, expense, damage or claim, of whatever nature, including but not limited to, attorneys' fees, legal assistants' fees, legal expenses and cleanup costs paid or incurred by Bank, or its directors, officers, employees or agents, which arise out of any misrepresentation or inaccuracy contained in or breach of this Section 7(b) or out of any environmental claim brought against Mortgagor or Bank pertaining to the Property, and including, but not limited to, all costs of realizing upon and enforcing this indemnification; and (iv) this indemnification and hold harmless agreement shall include, but not be limited to, any liability arising out of environmental impairment, pollution or contamination of or to the Property or the soils or groundwater thereof, the disposition of any Hazardous Substances on or off the Property, any claims in the nature of toxic tort, fear of illness or other health related claims and any claim relating to potentially responsible party status at any disposal, storage, recycling or reclamation site to which soils or other materials were taken during or after operations conducted on the Property, and any expenses of



clean-up, disposition of any hazardous waste or hazardous substance, removal of any underground storage tanks and the disposition of the same whether such expenses are incurred prior to or after an order is entered against the Property or Mortgagor by any administrative agency or court. The indemnification contained herein is contractual and shall survive payment and discharge of this Mortgage and shall be a continuing indemnity of Mortgagor for the benefit of Bank as to all damage and loss sustained by Bank if the representations of this paragraph are not true and correct or because Mortgagor has permitted or suffered Hazardous Substances on this Property.

8. Mortgagor will, at its own cost and expense as applicable:

- (a) maintain full and complete books of account and other records reflecting the results of its operations of the Property, in accordance with its normal accounting policies and practices consistently applied;
- (b) on Bank's request, provide a written statement identifying any leases on the Property then in effect including, without limitation and with respect to each, the term, the space occupied, the rental and any security deposit paid;
- (c) pay, when due, all taxes, assessments, insurance premiums and other charges (all called the "Charges") relating to the Property including all water and sewer charges before the same become delinquent and will deliver to Bank satisfactory evidence of payment;
- (d) upon request by Bank, each month, in addition to any payments required to be paid by Borrower or Mortgagor on the Obligations, pay a sum equal to one-twelfth of the amount estimated by Bank from time to time to be sufficient to enable Bank to pay the Charges (calculated on an annual basis);
- (e) pay, when due and before delinquency, all water and sewer charges relating to the Property;
- (f) at least thirty (30) days before they shall become due and upon demand by Bank, Mortgagor will pay such additional sums required to make up any deficiency in the amount necessary to enable Bank to fully pay such Charges when due;
- (g) maintain the Property in good condition and repair; not commit or suffer any waste; not remove, demolish, or substantially alter any building, structure, improvement, or fixture without the prior written consent of Bank; comply with all laws and regulations of any authority applicable to the Property; and promptly pay when due all charges for utilities and other services to the Property; and
- (h) cause all buildings, structures, improvements, fixtures and other insurable parts of the Property including, if requested by Bank the rents of the Property, to be insured at all times against loss or damage by fire, windstorm and such other hazards in accordance with the provisions of the Agreement; and cause each renewal of each such policy to be delivered to Bank at least fifteen (15) days prior to its expiration. Upon foreclosure of this Mortgage, or other transfer of the Property in full satisfaction of the Obligations, all right, title and interest of Mortgagor in and to any insurance policies then in force, including the right to any premium refund thereon, shall vest in the purchaser or grantee.

9. Any funds paid to Bank under Section 8(d) above may be commingled with the general funds of Bank, and no interest shall be payable to Mortgagor with respect thereto. Bank shall have rights in respect of such funds as provided in the Agreement.

10. In the event of any loss of or damage to the Property, Mortgagor will give immediate notice to Bank and Bank shall have the right to make proof of such loss or damage, if Mortgagor does not promptly do so. All proceeds payable under any insurance policy, whether or not endorsed payable to Bank, shall be payable directly to Bank. Bank is authorized to settle, adjust, or compromise any claims for loss or damage under any such policy.

11. In addition to the other insurance coverage required under the provisions of the Agreement or this Mortgage, Mortgagor agrees that if Bank determines at any time that any portion of the Property is located in an area designated as a flood hazard area under the National Flood Insurance Program of the U.S. Department of Housing and Urban Development's Federal Insurance Administration, then Bank may require at any time that flood insurance be obtained and thereafter kept in force and maintained by Mortgagor in accordance with the National Flood Insurance Act of 1968, as amended by the Flood Disaster Protection Act of 1973. Mortgagor agrees to immediately purchase and thereafter keep in force, pay for and maintain such insurance during the term of this Mortgage upon request of Bank in an amount equal to the unpaid principal balance of the Obligations secured hereby or the maximum amount of coverage available, whichever is less. Mortgagor shall immediately give to Bank written notice of any notice that

it receives that the Property is in any way affected by the National Flood Insurance Program of the Department of Housing and Urban Development's Federal Insurance Administration, or such similar program as may hereafter exist.

12. Mortgagor's failure to pay the Charges when due, or to procure and maintain insurance, or to perform any other applicable obligations under the Agreement or this Mortgage, shall constitute waste and shall entitle Bank to the appointment by a court of competent jurisdiction of a receiver of the Property for the purpose of preventing such waste, which receiver, subject to the order of the court, may collect the rents, income and profits from the Property and exercise such control over the Property as the court shall order.
13. If all or any part of the Property is taken, whether temporarily or permanently, under power of eminent domain or by condemnation, the entire proceeds of the award or other payment in relief therefor shall be paid directly to Bank. In the event of the payment to Bank, of any rents, income, profits, proceeds of insurance, condemnation or eminent domain awards, or from sale of the Property at foreclosure, or otherwise coming to Bank under the provisions of this Mortgage, Bank shall have the right to apply such payment in such amounts and proportions as Bank shall in its sole discretion determine, to full or partial satisfaction of any or all of the Obligations, including any contingent or secondary obligations, whether or not the same shall then be due and payable by the primary obligor. In lieu of such application to the Obligations, Bank shall have the right, but not the obligation, to require all or part of the proceeds of insurance or condemnation or eminent domain award to be used to repair, restore or rebuild any part of the Property damaged or destroyed by reasons of the occurrence which gave rise to such payment.
14. Mortgagor will be in default under this Mortgage if any one or more of the following events takes place:
  - (a) Mortgagor fails to perform any obligation under this Mortgage, provided, however, that, to the extent any such obligation, other than a payment or insurance obligation, can still be performed, such failure continues for more than ten (10) business days after delivery by Bank of a written demand to perform;
  - (b) a default exists under the Agreement, or there is a failure to pay any of the Obligations as agreed;
  - (c) Mortgagor, without the written consent of Bank, sells, conveys, or transfers the Property, or any portion of the Property, or any interest in the Property, or any rents, income or profits from the Property, or creates or suffers to exist any lien or other encumbrance or any writ of attachment, garnishment, execution, or other legal process to be placed upon the Property, or any portion of the Property, or any interest in the Property, or any rents, income or profits from the Property, except in favor of Bank, or if any part of the Property shall be transferred by operation of law;
  - (d) all or any material part of the Property is damaged or destroyed by fire or other casualty, regardless of insurance coverage therefor, or is taken by condemnation or power of eminent domain; or
  - (e) any enforcement action or other proceeding is commenced or notice is received by Mortgagor in any way relating to the environment or discharges into the environment, or any claim is instituted against Mortgagor in the nature of torts in any way relating to the environment or discharges into the environment, including but not limited to toxic torts, fear of illness or other health related claim or claim relating to potentially responsible party status at any disposal, storage, recycling or reclamation site to which soils or other materials were taken during or after operations conducted on the Property, or any order in any way relating to the environment or discharges into the environment is entered against the Mortgagor or the Property by any administrative agency or court.
15. After a default under this Mortgage, Bank shall have all rights and remedies provided for in the Agreement, this Mortgage or otherwise permitted by law or in equity, including without limitation all of the rights and remedies of a secured party under the applicable Uniform Commercial Code statutes to the extent such statutes are applicable. In addition, without limiting the foregoing, upon the occurrence of an event of default defined above, Bank shall have the right, and is hereby authorized:
  - (a) To take possession of the Property, and, to the extent permitted by law, to have a receiver appointed (to which appointment Mortgagor consents) with such powers as the court shall confer, to collect and receive all rents, income and profits, and other amounts that are due or shall hereafter become due under the terms of any leases, or other agreements, now or hereafter in effect, by which Mortgagor is, or shall be, leasing or selling the Property or any portion thereof or any interest therein, and to exercise any other right or remedy of Mortgagor under any such lease, or other agreement, provided, that Bank shall have no obligation to make any demand or inquiry as to the nature or sufficiency of any payment received, or to present or file

any claim, or take any other action to collect or enforce the payment of any amounts to which Bank may become entitled hereunder, nor shall Bank be liable for any of the Mortgagor's obligations under any such lease or other agreement.

- (b) To cause the abstract of title, lien searches, tax histories, and federal tax lien and bankruptcy and judgment searches with respect to the Property to be certified to current date, or to procure new searches in case none was furnished to Bank, or to procure title insurance in the event that title insurance was furnished to Bank, and all sums expended therefor shall be part of the Obligations and shall bear interest per annum at the Default Rate.
- (c) To foreclose this Mortgage by action pursuant to applicable laws, and all expenses including attorneys' and legal assistants' fees and legal expenses of foreclosure shall be additional Obligations secured hereby. Bank shall also have all remedies of a secured party under the Indiana Uniform Commercial Code including, without limitation the right to take possession of the fixtures and of any other personal property and Bank may enter upon the Property or any part thereof for such purposes and hold the fixtures and personal property upon the Property without charge. Bank also has the right to display the fixtures or personal property either upon the Property or to remove the same to such other place or places as Bank shall determine. Upon demand by Bank, Mortgagor shall assemble the fixtures and personal property and make them available to Bank at the Property. Any requirement of notice under the Indiana Uniform Commercial Code shall be met as such notice is given to Mortgagor at least ten (10) days before the event with respect to which the notice is required. Bank shall be entitled to recover all expenses incurred by it and retaking holding, preparing for sale, selling and/or collecting the fixtures or personal property together with attorneys' fees and other expenses in protecting and enforcing its rights and remedies.
- (d) In the event of a sheriff sale of the Property, to petition the Court for the sale of the Property in one parcel.
- (e) To visit the Property and perform or cause to be performed environmental site investigations and assessments ("Site Assessments") on the Property for the purpose of determining whether there exists on the Property any environmental condition which could result in any liability, cost or expense to the owner or occupier of the Property. Such Site Assessments may include both above and below the ground testing as may be necessary to properly conduct the Site Assessments in the opinion of the persons conducting the Site Assessments (the "Site Reviewers"). Mortgagor hereby covenants to supply to the Site Reviewers such historical and operational information regarding the Property as may be requested by the Site Reviewers to facilitate the Site Assessments and will make available for meetings with the Site Reviewers appropriate personnel having knowledge of such matters. The cost of performing all Site Assessments shall become part of the Obligations and shall be paid by Mortgagor within five days after demand by Bank, and thereafter shall bear interest at the Default Rate.
- (f) To take possession of the rents and proceeds of the Property, as more specifically provided in Section 6.
16. Bank, at its option, may extend the time for the payment of the Obligations, or reduce the payment thereon, or accept a renewal note or notes therefor, without the consent of any junior lien holder and without the consent of Mortgagor if Mortgagor has conveyed title to the Property. Any such extension, reduction or renewal shall not affect the priority of this Mortgage or impair the security hereof in any manner. Any part of the Property may be released by Bank without affecting the lien and security interest hereby granted as to the remainder, and the security of this Mortgage shall not affect or be affected by any other security for the Obligations nor shall the taking of additional security release or impair the security hereof or the liability of Borrower or Mortgagor for the Obligations.
17. Mortgagor waives any and all right to have the Property and estates comprising the Property marshalled upon any foreclosure of the lien hereof, and agrees that any court having jurisdiction to foreclose such lien may order the Property sold as an entirety or in parcels.
18. If any part of this Agreement is determined to be contrary to any law or otherwise defective, then the other provisions of this Agreement shall not be affected thereby, but shall continue in full force and effect.
19. This Mortgage shall run with the Property and inure to the benefit and bind Bank and Mortgagor, their successors, assigns, heirs, and personal representatives. This Mortgage constitutes and is effective as a Uniform Commercial Code fixture filing.





**EXHIBIT A**

Legal Description of Real Estate

The land referred to in this Real Estate Mortgage is located in the County of Lake, State of Indiana and described as follows:

The South 30 feet of Lot 4, Original Town (now City) of Hobart, as shown in Deed Record "D", page 423, in Lake County, Indiana.

Commonly known as: 128 N Main St, Hobart, IN 46342

Customer Name: GUTIERREZ FAMILY AGENCY INC. AND GFA INVESTMENTS LLC  
621241





**EXHIBIT B**

Indebtedness

Date	Original Principal Amount	Due Date of Last Installment
July, 2017	\$390,000.00	August, 2022

