

GINA PIMENTEL
RECORDER
STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2021-035525

9:21 AM 2021 May 5

**REAL ESTATE MORTGAGE, SECURITY AGREEMENT,
ASSIGNMENT OF LEASES AND RENTS AND FIXTURE FILING**

FOR PURPOSES OF THE SECURITY AGREEMENT AND FIXTURE FILING
CONTAINED IN THIS INSTRUMENT
THE "SECURED PARTY" AND THE "DEBTOR" AND THEIR RESPECTIVE
ADDRESSES ARE AS FOLLOWS:

SECURED PARTY: The Community Investment Fund of Indiana, Inc.
4181 East 96th Street, Suite 200
Indianapolis, IN 46240

DEBTOR: Divine Strategy Holding LLC
5358 Carolina Street
Merrillville, IN 46410

THE ADDRESS OF THE SECURED PARTY SHOWN ABOVE IS THE ADDRESS AT
WHICH INFORMATION CONCERNING THE SECURED PARTY'S SECURITY INTEREST
MAY BE OBTAINED.

THIS INDENTURE WITNESSETH, that DIVINE STRATEGY HOLDING LLC
("Mortgagor"), MORTGAGES AND WARRANTS UNTO THE COMMUNITY
INVESTMENT FUND OF INDIANA, INC. ("Mortgagee"), the real estate located in Lake
County, Indiana, generally described as 2611-1 and 2615 Broadway Avenue, Gary, Indiana
46407 and which is more particularly described in Exhibit A attached hereto and incorporated
herein (the "Real Estate"),

TOGETHER WITH all tenements, hereditaments, rights, privileges, interests, easements and
appurtenances belonging to or in any way appertaining to the Real Estate, and all rents, issues,
income and profits thereof, and all buildings and improvements now or hereafter situated on such
Real Estate, and all fixtures, appliances, apparatus, equipment or articles now or hereafter
situated on or used in connection with such Real Estate and owned by Mortgagor including, but
not in limitation of the preceding, all gas, water and electric fixtures, radiators, heaters, engines

3808423

First American Title
251 E. Ohio Street, Suite 555
Indianapolis, IN 46204
FILE NO: _____

→

9/18/21

55-5
ck. 126326/21
D

NOT AN OFFICIAL DOCUMENT

and machinery, boilers, ranges, elevators and motors, plumbing and heating fixtures, water heaters, air conditioning apparatus and units, refrigerating equipment, refrigerators, cooking apparatus, window screens, awnings, storm sash, doors and carpeting (which are or shall be attached to said building, structures or improvements), partitions, machinery, cranes, equipment, personal property of every kind and nature whatsoever now or hereafter owned by Mortgagor and located in, on or about or used in connection with the Real Estate, whether or not physically attached to the Real Estate, (hereinafter collectively referred to as the "Mortgaged Premises"), and it is agreed that all similar fixtures, appliances, apparatus, equipment or articles hereafter placed on such Mortgaged Premises by Mortgagor, and owned by Mortgagor, its successors or assigns, including all replacements or substitutions therefor, shall be considered as constituting part of such Mortgaged Premises, all to the use and benefit of Mortgagee, its successors and assigns, and Mortgagor transfers and grants to Mortgagee a security interest in all such equipment and fixtures now or hereafter owned by Mortgagor and located upon the Mortgaged Premises and all personal property of Mortgagor which is described in Section 13 hereof (hereinafter collectively referred to as the "Personal Property").

MORTGAGOR HEREBY COVENANTS AND AGREES AS FOLLOWS:

1. Security. This Mortgage secures the following: (a) Mortgagor's performance and observance of the covenants herein contained and contained in any other agreement executed by Mortgagor in favor of Mortgagee, and (b) all indebtedness and other obligations of Mortgagor to Mortgagee now existing or hereafter arising (the "Obligations"), including, but not limited to, such Obligations arising under the Promissory Note executed by Mortgagor in the principal amount of Two Hundred Twenty-Five Thousand Dollars and Zero Cents (\$225,000.00) dated as of the date hereof, as the same may be amended or renewed (the "Note"). **The current maturity date of the Note is March 31, 2031.**

All of the Obligations are secured as they now exist and as they may be revised or amended by any amendment to the Note or this Mortgage as agreed to by Mortgagor and Mortgagee. This Mortgage shall also secure the prompt repayment of any and all advances for expenses which shall be paid by Mortgagee with respect to the Mortgaged Premises as provided for herein, any interest and late charges due and payable under the Note or this Mortgage and any future advances of loan proceeds hereunder, whether or not such future loans shall indicate that repayment thereof are secured by this Mortgage, and all costs of collection including attorneys' fees.

2. Promise to Pay. Mortgagor agrees to pay the Obligations as and when due as provided in the Note.

3. Title to Mortgaged Premises and Lien of Mortgage. Mortgagor is the owner in fee simple of the Mortgaged Premises and has full power to mortgage the same; Mortgagor has good and valid title to the Personal Property free and clear of all security interests and encumbrances and has full power to grant a security interest in the same; and the Mortgaged Premises are free and clear of any and all liens and encumbrances, except liens and use restrictions of record, zoning ordinances, rights-of-way and easements of record, rights of tenants now in possession, which liens and encumbrances do not materially detract from the value of

NOT AN OFFICIAL DOCUMENT

delinquent. Mortgagor shall make any further assurances of title that Mortgagee may require and shall warrant and defend the Mortgaged Premises and the Personal Property against all adverse claims and demands whatsoever. This Mortgage creates a continuing lien to secure the full and final payment of the Obligations, including the Note, and the performance of other obligations of Mortgagor under this Mortgage and any and all other loan documents executed by Mortgagor in connection with the indebtedness secured hereby.

4. Insurance. Mortgagor shall procure and maintain in effect at all times Fire, Extended Coverage, Vandalism, Malicious Mischief and other hazard insurance with respect to the Mortgaged Premises and the Personal Property and public liability insurance with such insurance companies and in forms and amounts as are acceptable to and approved by Mortgagee against loss or destruction on account of fire, windstorm or other such hazards, casualties and contingencies customarily insured against, and injury to the person or property, including, without limiting the generality thereof, rents loss insurance in an amount equal to one year of gross rental, business interruption insurance in an amount equal to one year's overhead and net profit, and such flood and/or earthquake insurance as may be reasonably required by Mortgagee. All insurance policies are to be held by and, to the extent of its interests, for the benefit of and first payable in case of loss to Mortgagee, and Mortgagor shall deliver to Mortgagee a new policy as replacement for any expiring policy at least ten (10) days before the date of such expiration.

All such policies of insurance shall contain waiver of subrogation clauses and shall have attached thereto the non-contributory New York Standard Mortgagee clause or its equivalent in favor of Mortgagee with cancellation only upon at least ten (10) days' prior written notice to Mortgagee. All amounts recoverable under any policy are hereby assigned to Mortgagee and, in the event of a loss, Mortgagor will give immediate notice by mail to Mortgagee, and Mortgagee may make proof of loss if not made promptly by Mortgagor. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Mortgagee rather than to Mortgagor and Mortgagee jointly. In the event of damage or destruction to the Mortgaged Premises or Personal Property, Mortgagee shall receive the entire proceeds of any insurance payable, provided, however, so long as no uncured Event of Default (as defined in Section 16 hereof) exists and such damage or destruction can be repaired prior to the maturity of the Note, such proceeds shall, at the option of Mortgagor, be made available to restore the Mortgaged Premises or Personal Property to the same condition as existed immediately prior to such casualty. In the event such proceeds are insufficient to effect such restoration, Mortgagee shall have no obligation to make such proceeds available to restore the Mortgaged Premises or Personal Property unless Mortgagor furnishes satisfactory evidence of the availability of funds to complete such restoration. In the event that Mortgagor elects to apply such insurance proceeds to restoration of the Mortgaged Premises or Personal Property and such insurance proceeds exceed the total cost of restoration, such excess proceeds shall be retained by Mortgagee and applied to reduce the then-outstanding indebtedness evidenced by the Note.

Mortgagor shall not do or suffer to be done anything which will increase the risk of fire or other hazard to the Mortgaged Premises or any part thereof without first causing such increased risk to be fully and adequately covered by insurance. Insurance as above-described shall also be obtained on all fixtures and personal property used by Mortgagor in connection with the Real Estate to the extent that the value thereof is not otherwise included in the insurance on the Real

NOT AN OFFICIAL DOCUMENT

Estate. In the event of foreclosure of this Mortgage, or other transfer of title of the Mortgaged Premises in extinguishment of the Obligations secured hereby, all right, title and interest of Mortgagor, in and to any insurance policies then in force, shall pass to the purchaser or grantee of the Mortgaged Premises.

In the event that, prior to the extinguishment of the Obligations, there exists any claim under any hazard insurance policies which shall not have been paid and distributed in accordance with the terms of this Mortgage, and any such claims shall be paid after the extinguishment of the Obligations secured hereby, and the foreclosure of this Mortgage, transfer of title to the Mortgaged Premises, or extinguishment of Obligations shall have resulted in extinguishment of the Obligations secured hereby for an amount less than the total of the unpaid principal balance together with accrued interest plus costs of litigation, reasonable attorneys' fees, title insurance and all other costs and expenses incurred by Mortgagee in any action involving such extinguishment then, without limitation, that portion of the payment in satisfaction of the claim which is equal to the difference between the total amount of the aforementioned amounts due Mortgagee and the amount in extinguishment of the Obligations secured hereby received by Mortgagee shall belong to and be the property of Mortgagee and shall be paid to said Mortgagee, and Mortgagor hereby assigns, transfers and sets over to Mortgagee all of Mortgagor's right, title and interest in and to said sum. The balance, if any, shall belong to Mortgagor. Notwithstanding the above, Mortgagor shall retain an interest in the insurance policies above-described during any redemption period.

5. Taxes. Mortgagor shall pay, before the same become delinquent or any penalty for non-payment attaches thereto, all taxes, assessments and charges of every nature now or hereafter levied or assessed against or upon the Mortgaged Premises or the Personal Property, or any part thereof or upon the rents, issues, income or profits therefrom, which by reason of non-payment could become a lien prior or junior to this Mortgage, whether any or all of said taxes, assessments or charges be levied directly or indirectly or as excise taxes or as income taxes, and will submit to Mortgagee such evidence of the timely payment of such taxes, assessments and charges as Mortgagee may require, and Mortgagor will also pay all taxes, assessments or charges which may be levied on this Mortgage or the Note secured hereby, excepting any state or federal income taxes, state intangibles taxes or franchise taxes. In default thereof, Mortgagee may pay such taxes, assessments and other similar charges, of which payment, amount and validity thereof the receipt of the proper officer shall be conclusive evidence, and all sums so paid shall bear interest at the highest rate set forth in the Note, shall be payable on demand and shall be fully secured by this Mortgage.

6. Care of Mortgaged Premises. Mortgagor will keep the Mortgaged Premises and the Personal Property in good order, repair and condition at all times and shall not commit waste or allow waste to be committed against the Mortgaged Premises or the Personal Property. Mortgagor shall not commit or allow the commission of any violation of any law, regulation, ordinance or contract affecting the Mortgaged Premises and shall not commit or allow any demolition, removal or material alteration of any of the buildings or improvements (including fixtures) constituting a part of the Mortgaged Premises and the Personal Property outside of the ordinary course of business without the prior written consent of Mortgagee, which consent shall not be unreasonably withheld, conditioned or delayed. Mortgagee shall at reasonable times during

NOT AN OFFICIAL DOCUMENT

normal business hours and upon prior notice to Mortgagor, have free access to the Mortgaged Premises for the purposes of inspection and the exercise of its rights hereunder.

7. Advancements to Protect Security. If Mortgagor shall neglect or refuse to keep the Mortgaged Premises and the Personal Property in good repair, to maintain and to pay the premiums for insurance which may be required, or to pay and discharge all taxes, assessments and charges of every nature assessed against Mortgagor, the Mortgaged Premises or the Personal Property, so as to protect and preserve the security intended by this Mortgage, all as provided for under the terms of this Mortgage, or to pay all liens and encumbrances when due, whether such liens or encumbrances are permitted by Mortgagee or not, or if Mortgagor shall permit any lien or encumbrance on the Mortgaged Premises or Personal Property to be in default, Mortgagee may, at its option, cause such repairs or replacements to be made, obtain such insurance or pay said taxes, assessments, charges and pay such liens and encumbrances and cure such defaults thereunder. Any amounts paid as a result thereof, together with interest at the per annum rate equal to the default rate of interest under the Note from the date of payment, shall be immediately due and payable by Mortgagor to Mortgagee, and until paid shall be added to the Obligations secured hereby. Further, the same may be collected by Mortgagee in any suit hereon, Mortgagee, by payment of any tax, assessment or charge, may, in its discretion, be subrogated to the rights of the governmental subdivision levying such tax, assessment or charge. No such advances shall be deemed to relieve Mortgagor from any default hereunder or impair any rights or remedy of Mortgagee and the exercise by Mortgagee of the right to make advances shall be optional with Mortgagee and not be obligatory and Mortgagee shall not in any case be liable to Mortgagor for a failure to exercise any such right. To the extent permitted by law, any and all such advances shall, without exception, be superior and prior to any other claims against the Mortgaged Premises unless such claimant shall have provided to Mortgagee written notice at least ten (10) business days prior to such advancement by Mortgagee of such claimant's intent that its claim or claims shall be superior to the claims of Mortgagee with respect to Mortgagee's future advances.

8. Condemnation. All awards made by any public or quasi-public authority for damages to the Mortgaged Premises by virtue of an exercise of the right or threat of eminent domain by such authority, including any award for a taking of title, possession or right of access to a public way, or for any change of grade of streets affecting the Mortgaged Premises, are hereby assigned to Mortgagee; and Mortgagee, at its option, is hereby authorized, directed and empowered to collect and receive the proceeds of any such award to the extent of the Obligations secured by or payable under this Mortgage from the authorities making the same and to give proper receipts and acquittances therefor; provided, however, as long as no uncured Event of Default exists and the portion of the Mortgaged Premises condemned may be replaced or restored to a condition satisfactory to Mortgagee prior to the maturity of the Note, such condemnation proceeds shall, at the option of Mortgagor, be available to restore the Mortgaged Premises to the same condition as existed immediately prior to such condemnation proceeding. In the event such proceeds are insufficient to effect such restoration, Mortgagee shall have no obligation to make such proceeds available to restore the Mortgaged Premises unless Mortgagor furnishes satisfactory evidence of the availability of funds to complete such restoration. In the event that Mortgagor elects to apply such condemnation proceeds to the restoration of the Mortgaged Premises and such condemnation proceeds exceed the total cost of restoration, such excess proceeds shall be retained by Mortgagee and applied to reduce the then-outstanding indebtedness evidenced by the Note. Mortgagee is

NOT AN OFFICIAL DOCUMENT

authorized, at its option, to appear in and prosecute in its own name any action or proceeding or to make any compromise or settlement in connection with such taking or damage to the extent of Mortgagee's interest and, with consent and joinder of Mortgagor, to make any compromise or settlement in connection with such taking or damage. Mortgagor will, upon request by Mortgagee, execute and deliver any and all assignments and other instruments sufficient for the purpose of assigning all proceeds from such awards to Mortgagee free and clear and discharged of any and all encumbrances or claims of any kind or nature whatsoever.

9. Covenant Against Sale, Other Liens and Other Security Interests, Violation of Laws and Environmental Matters and Indemnification.

A. Unless and until the Note is paid in full and Mortgagee has released the Mortgage, Mortgagor shall not sell or transfer all or any part of the legal or equitable title or ownership of the Mortgaged Premises in any manner.

B. Mortgagor hereby covenants that no lien of any mechanics or materialmen has attached, or may validly attach, to the Mortgaged Premises or any part thereof; that Mortgagor will pay all sums when due which if not paid may result in the acquisition or creation of a lien prior to or of equal priority with or junior to the lien of this Mortgage, or which may result in conferring upon a tenant of any part of the Mortgaged Premises a right to recover such sums as prepaid rent or as a credit or offset against any future rental obligation; that Mortgagor will not use the Mortgaged Premises for any purpose which violates any federal or state law, governmental regulation or local ordinance; and, that Mortgagor will not grant any other lien or security interest on any part of the Mortgaged Premises or Personal Property without full disclosure to and prior written consent by Mortgagee. Mortgagor shall not, outside of the ordinary course of business, acquire any equipment or fixtures covered by this Mortgage subject to any security interest or other charge or lien having priority over the lien or security interest granted under this Mortgage without the prior written consent of Mortgagee.

C. Mortgagor covenants and agrees that in the ownership, operation and management of the Mortgaged Premises, Mortgagor shall observe and comply with all applicable federal, state and local statutes, ordinances, regulations, orders and restrictions, including, without limitation, all zoning, building, code, environmental protection, equal employment opportunities and disabilities statutes, ordinances, regulations, orders and restrictions. Mortgagor represents and covenants that it and any tenant of space in the Mortgaged Premises will not generate, store, handle, dispose of or otherwise deal with hazardous substances on the Mortgaged Premises which conduct shall violate any applicable laws, statutes, rules or regulations, both federal and local.

D. Mortgagor covenants and agrees that Mortgagor shall not grant, consent to, or allow to remain unpaid any liens, encumbrances, judgments, taxes or other claims against the Mortgaged Premises, whether prior or subordinate to the rights of Mortgagee therein, without the prior written consent of Mortgagee.

E. Mortgagor covenants, warrants and represents that:

(i) Mortgagor has not used Hazardous Materials (as defined below) on, from or affecting the Real Estate or the Mortgaged Premises in any manner which violates federal, state or local laws, ordinances, rules, regulations or policies governing the use, storage, treatment, transportation, manufacture, refinement, handling, production or disposal of Hazardous Material and, to the best of Mortgagor's knowledge, no prior owner of the Real Estate or any existing or prior tenant or occupant has used Hazardous Materials on, from or affecting the Real Estate in any manner which violates federal, state or local laws, ordinances, rules, regulations or policies governing the use, storage, treatment, transportation, manufacture, refinement, handling, production or disposal of Hazardous Materials;

(ii) Mortgagor has never received any notice of any violations (and is not aware of any existing violations) of federal, state or local laws, ordinances, rules, regulations or policies governing the use, storage, treatment, transportation, manufacture, refinement, handling, production or disposal of Hazardous Materials at the Real Estate or the Mortgaged Premises and, to the best of Mortgagor's knowledge, there have been no actions commenced or threatened by any party for noncompliance which affects the Real Estate.

(iii) Mortgagor shall keep or cause the Real Estate and the Mortgaged Premises to be kept free of Hazardous Materials except to the extent that such Hazardous Materials are stored and/or used in compliance with all applicable federal, state and local laws and regulations; and, without limiting the foregoing, Mortgagor shall not cause or permit the Real Estate and the Mortgaged Premises to be used to generate, manufacture, refine, transport, treat, store, handle, dispose of, transfer, produce, or process Hazardous Materials, except in compliance with all applicable federal, state and local laws and regulations, nor shall Mortgagor cause or permit, as result of any intentional or unintentional act or omission on the part of Mortgagor or any tenant, subtenant or occupant, a release, spill, leak or emission of Hazardous Materials onto the Real Estate, the Mortgaged Premises or onto any other contiguous property;

(iv) Mortgagor shall conduct and complete all investigations including a comprehensive environmental audit, studies, sampling and testing, and all remedial, removal and other actions necessary to clean up and remove all Hazardous Materials on, under, from or affecting the Real Estate and the Mortgaged Premises as required by all applicable federal, state and local laws, ordinances, rules, regulations and policies, to the satisfaction of Mortgagee, and in accordance with the orders and directives of all federal, state and local governmental authorities. If Mortgagor fails to conduct an environmental audit required by Mortgagee, then Mortgagee may at its option and at the expense of Mortgagor, conduct such audit.

Subject to the limitations set forth below, Mortgagor shall defend, indemnify and hold harmless Mortgagee, its employees, agents, officers and directors, from and against any claims, demands, penalties, fines, liabilities, settlements, damages, costs or expenses, including, without limitation, attorney's and consultant's fees, investigation and laboratory fees, court costs and

NOT AN OFFICIAL DOCUMENT

litigation expenses, known or unknown, contingent or otherwise, arising out of or in any way related to (1) the presence, disposal, release or threatened release of any Hazardous Materials on, over, under, from or affecting the Real Estate or the soil, water, vegetation, buildings, personal property, persons or animals, (2) any personal injury (including wrongful death) or property damage (real or personal arising out of or related to such Hazardous Materials on the Real Estate and the Mortgaged Premises, (3) any lawsuit brought or threatened, settlement, reached or government order relating to such Hazardous Materials with respect to the Real Estate and the Mortgaged Premises, and/or (4) any violation of laws, orders, regulations, requirements or demands of government authorities or any policies or requirements of Mortgagee, which are based upon or in any way related to such Hazardous Materials used upon the Real Estate or the Mortgaged Premises. The indemnity obligations under this paragraph are specifically limited as follows:

A. Mortgagor shall have no indemnity obligation with respect to Hazardous Materials that are first introduced to the Real Estate and the Mortgaged Premises or any part of the Real Estate subsequent to the date that Mortgagor's interest in and possession of the Real Estate or any part of the Real Estate shall have fully terminated by foreclosure of this Mortgage or acceptance of the deed in lieu of foreclosure;

B. Mortgagor shall have no indemnity obligation with respect to any Hazardous Materials introduced to the Real Estate and the Mortgaged Premises or any part of the Real Estate by Mortgagee, its successors or assigns.

Mortgagor agrees that in the event this Mortgage is foreclosed or Mortgagor tenders a deed in lieu of foreclosure, Mortgagor shall deliver the Real Estate and the Mortgaged Premises to Mortgagee free of any and all Hazardous Materials which are then required to be removed (whether over time or immediately) pursuant to applicable federal, state and local laws, ordinances, rules or regulations affecting the Real Estate and the Mortgaged Premises.

For purposes of this Mortgage, "Hazardous Materials" includes, without limitation, any flammable explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances or related materials defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. § 9601, *et seq.*), the Hazardous Materials Transportation Act, as amended (49 U.S.C. § 1801, *et seq.*), the Resource Conservation and Recovery Act, as amended (42 U.S.C. § 6901, *et seq.*) and in the regulations adopted and publications promulgated pursuant thereto, or any other federal, state or local governmental law, ordinance, rule or regulation.

The provisions of this Section 9 shall be in addition to any and all other obligations and liabilities Mortgagor may have to Mortgagee at common law, and shall survive (1) the extinguishment of the Obligations, (2) the satisfaction of all of the other obligations of Mortgagor in the Mortgage, (3) the discharge of this Mortgage, and (4) the foreclosure of this Mortgage or acceptance of a deed in lieu of foreclosure. Notwithstanding anything to the contrary contained in this Mortgage, it is the intention of Mortgagor and Mortgagee that the indemnity provisions of this Section 9 shall only apply to an action commenced against any owner or operator of the Real Estate and the Mortgaged Premises in which any interest of Mortgagee is threatened or any claim is made against Mortgagee for the payment of money.

10. **Escrow Deposits.** Following the occurrence of an Event of Default, Mortgagor shall pay to Mortgagee, on dates upon which interest is payable, such amounts as Mortgagee from time to time estimates as necessary to create and maintain a reserve fund from which to pay at least thirty (30) days before the same become due all real property taxes, personal property taxes, assessments, liens and charges on or against the Mortgaged Premises and the Personal Property and premiums for insurance as herein covenanted to be furnished by Mortgagor. Payments from such reserve fund for such purposes may be made by Mortgagee at its discretion and any deficiency in said fund shall be immediately due and payable to Mortgagee by Mortgagor. Such payments shall not be, nor deemed to be, trust funds and no interest shall be payable in respect thereof. Mortgagor shall furnish Mortgagee with all bills, statements and invoices with respect to such taxes, insurance premiums and other items for the payment of which the escrow is created, at least ten (10) days prior to the due date thereof. In the event of any default under the terms of the Note or this Mortgage, any part or all of said reserve fund may be applied to the Obligations secured hereby and, in refunding any part of said reserve fund, Mortgagee may deal with any person or party represented to be the owner of the Mortgaged Premises at that time.

11. **Assignment of Leases and Rents.** Mortgagor hereby assigns and transfers to Mortgagee all the rents and revenues of the Mortgaged Premises, including those now due, or to become due by virtue of any lease or other agreement for the occupancy or use of all or any part of Mortgagee Premises, regardless of to whom the rents and revenues of the Mortgaged Premises are payable. Mortgagor hereby authorizes Mortgagee or Mortgagee's agents to collect the aforesaid rents and revenues and hereby directs each tenant of the Mortgaged Premises to pay such rents to Mortgagee or Mortgagee's agents; provided, however, that prior to written notice given by Mortgagee to Mortgagor of the breach by Mortgagor of any covenant or agreement of Mortgagor in this Mortgage, Mortgagor may collect and receive and use for its benefit all rents and revenues of the Mortgaged Premises. Upon delivery of written notice by Mortgagee to Mortgagor of the breach by Mortgagor of any covenant or agreement of Mortgagor in this Mortgage, and without the necessity of Mortgagee entering upon and taking and maintaining full control of the Mortgaged Premises in person, by agent or by a court-appointed receiver, Mortgagee shall immediately be entitled to possession of all rents and revenues of the Mortgaged Premises as specified in this Section 11 as the same become due and payable, including but not limited to rents then due and unpaid, and all such rents shall immediately upon delivery of such notice be held by Mortgagor as trustee for the benefit of Mortgagee only; provided, however, that the written notice by Mortgagee to Mortgagor of the breach by Mortgagor shall contain a statement that Mortgagee exercises its rights to such rents. Mortgagor agrees that commencing upon delivery of such written notice of Mortgagor's breach by Mortgagee to Mortgagor, each tenant of the Mortgaged Premises shall make such rents payable to and pay such rents to Mortgagee or Mortgagee's agents on Mortgagee's written demand to each tenant therefor, delivered to each tenant personally or by mail, without any liability on the part of said tenant to inquire further as to the existence of a default by Mortgagor.

Upon request by Mortgagee, Mortgagor will assign to Mortgagee, as further security for the Obligations secured hereby, its interest, as lessor, in any or all leases of all or any portion of the Mortgaged Premises and in any licenses, permits, agreements or contracts pertaining to the Mortgaged Premises. Such assignments are to be made by instruments in form satisfactory to

NOT AN OFFICIAL DOCUMENT

Mortgagee, but no such assignment shall be construed as a consent by Mortgagee to any lease, license, permit, agreement or contract so assigned or impose upon Mortgagee any obligations with respect thereto. Except for dealings in the ordinary course of business which are in the best interests of both Mortgagor and Mortgagee, Mortgagor shall not cancel any of the leases now or hereafter assigned to Mortgagee nor terminate or accept a surrender thereof or reduce the payment of the rent thereunder or modify any of the said leases or accept any prepayment of rent (except any amount which may be required to be prepaid by the terms of any such lease) without first obtaining, on each occasion, the prior written consent of Mortgagee. Mortgagor shall perform all of its obligations as lessor under all of the leases now or hereafter assigned to Mortgagee.

12. **Subrogation.** If the proceeds of the Obligations secured hereby, or any part thereof, or any amount paid out or advanced by Mortgagee, be used directly, or indirectly to pay off, discharge or satisfy, in whole or in part, any prior lien or encumbrance upon the Mortgaged Premises or any part thereof, then Mortgagee shall be subrogated to the rights of the holder of such lien or encumbrance, although such lien or encumbrance may have been released of record.

13. **Security Interest.** (a) To secure the Obligations, including the Note, and any other liabilities of Mortgagor in favor of Mortgagee, direct or indirect, absolute or contingent, now existing or hereafter arising, all of which Mortgagor agrees to pay without relief from valuation or appraisal laws and with attorneys' fees, Mortgagor hereby grants and transfers to Mortgagee a security interest in all assets of Mortgagor, wherever located, now owned or hereafter acquired, including without limitation the following: all furnishings, equipment, fixtures, goods, computer and data processing systems, software and hardware, inventory (including, without limitation, raw materials, work in process, parts, supplies, finished goods, and materials used or consumed in Mortgagor's business) and other articles of personal property of Mortgagor; all contracts, leases now or hereafter entered into by and between Mortgagor and any party; all accounts (as defined in the Indiana Uniform Commercial Code as presently or hereafter in effect ("UCC")), deposit accounts, credit card receivables, funds, instruments, documents, promissory notes, letter of credit rights, chattel paper (whether electronic or tangible), payables arising out of leases, licenses and/or assignments; all intangibles and general intangibles, investment property and payment intangibles of Mortgagor, now acquired or hereafter arising, including, but not limited to, all customer lists, logos, good will, permits, licenses, operating rights, franchises, inventions, processes, formulae, patents and patent rights, copyrights, trademark rights, trademarks, trademark rights, service marks, service mark rights, trade names, trade name rights, franchises, franchise rights and other like business property rights, and all applications to acquire such rights, for which application may at any time be made by Mortgagor; all refunds, payments, repayments, deposits, supporting obligations and monies received or to be received and all claims therefor, arising from or relating to the ownership, sale, lease or other disposition of any of the Personal Property, irrespective of the time period to which such refunds, payments, repayments, deposits or monies relate, including property tax or other tax refunds and utility refunds, rebates or deposits; all additions and accessions thereto, all replacements and renewals of any part thereof, and the proceeds (including, without limitation, insurance, indemnity, warranty and guaranty proceeds) of any of the foregoing Personal Property; and the proceeds of any other assets, even if such assets are not Personal Property; and any tangible personal property now owned or hereafter acquired by Mortgagor and attached to, located on, or forming a part of the Real Estate and all property of like kind or type hereafter acquired by Mortgagor in substitution or replacement thereof, together with all tools,

NOT AN OFFICIAL DOCUMENT

accessories, parts, equipment and accessions now in, attached to or which may hereafter at any time be placed in or added to such property, including all after-acquired property, replacements and proceeds thereof (including tort claims and insurance); and all rents, royalties, income, security deposits, funds, proceeds and/or profits received or receivable by Mortgagor from all leases and rental agreements (collectively referred to as the "Personal Property").

Mortgagor now has or will acquire clear and unencumbered title to the Personal Property now in its possession or to be acquired and, except for the security interest granted herein, Mortgagor shall at all times keep the Personal Property free from any adverse lien, security interest, or encumbrance. The security interest hereby granted shall continue until full performance by Mortgagor of all conditions and obligations of the Note and this Mortgage. Mortgagor shall be entitled to possession of the Personal Property until default, but shall use the Personal Property in a careful and prudent manner, maintain the Personal Property in good repair, pay all taxes and other charges thereon when due, and defend the Personal Property at all times against any claims during the duration of this Mortgage. Except for replacement of Personal Property equal or greater value or removal to repair the Personal Property, Mortgagor shall not permit the Personal Property to be removed from the Mortgaged Premises without the prior written consent of Mortgagee. Upon any default, Mortgagee, at its option and without notice or demand, shall be entitled to enter upon the Mortgaged Premises to take immediate possession of the Personal Property or to render the same unusable. Upon request, Mortgagor shall assemble and make the Personal Property available to Mortgagee at a place to be designated by Mortgagee which is reasonably convenient to both parties. Upon repossession, Mortgagee may propose to retain the Personal Property in partial satisfaction of the Obligations of Mortgagor secured hereby or sell all or any portion of the Personal Property at public or private sale in accordance with the UCC or any other applicable statute. In the further event that Mortgagee shall dispose of any or all of the Personal Property after default, the proceeds of disposition shall be first applied in the following order: (a) to the reasonable expenses of retaking, holding, preparing for sale, selling and the like, (b) to the reasonable attorneys' fees and legal expenses incurred by Mortgagee, and (c) to the satisfaction of the Obligations secured hereby. Mortgagor hereby authorizes Mortgagee to execute and file financing statements covering the security interest of Mortgagee in the Personal Property.

(b) As further security for payment and performance of the Obligations, Mortgagor hereby grants to Mortgagee a security interest in all building materials and all other personal property (including but not limited to carpeting, appliances and equipment) placed upon the Mortgaged Premises prior and subsequent to its incorporation into the improvements, together with the proceeds thereof. All such building materials shall be free and clear of any liens or security interests of any other party. Upon the default by Mortgagor under the terms of this Mortgage, such personal property may be used for the completion of the improvements to be constructed upon the Mortgaged Premises without further notice to or consent by Mortgagor.

14. Expenses of Mortgagee. Mortgagor hereby indemnifies Mortgagee and agrees to save it harmless from any and all loss, damage or expense, including reasonable attorneys' fees, resulting from or arising out of the execution and delivery of this Mortgage and the terms hereof and the same is made a part of the Obligations secured hereby. All sums paid by Mortgagee, including attorneys' fees, to cure default by Mortgagor hereunder, for the expense of any litigation to prosecute or defend the rights and lien created hereby in any action or proceeding to which

Mortgagee is made a party by reason of this Mortgage, or in which it becomes necessary to defend or uphold the lien of this Mortgage, shall be paid by Mortgagor to Mortgagee, together with interest thereon from date of payment at a per annum rate equal to the default rate of interest under the Note, and any such sums and interest thereon shall be immediately due and payable and secured hereby, having the benefit of the lien hereby created as a part thereof and with its priority, all without relief from valuation or appraisal laws.

15. Change of Laws. In the event of the enactment after the date hereof of any law of the State in which the Mortgaged Premises are located imposing upon Mortgagee the payment of the whole or any part of the taxes or assessments for charges and liens herein required to be paid by Mortgagor, or the passing or creation of any law deducting from the value of the Mortgaged Premises any lien thereon for the purpose of taxation of Mortgagee, or changing in any way the laws now in force for the taxation of mortgages, or the Obligations secured hereby, or changing the manner of collection of any such taxation from Mortgagor so as to affect this Mortgage or the Obligations secured hereby, then in such event Mortgagor, upon demand by Mortgagee, shall pay such taxes or assessments or reimburse Mortgagee therefor; provided, however, that if it is unlawful for Mortgagor to make such payment, or the making of such payment would impose a rate of interest beyond the maximum permitted by law, then and in such event, such payments by Mortgagor shall be delayed until the earliest interest payment dates under the Note on which the receipt thereof would be permissible under the laws applicable to Mortgagee limiting rates of interest which may be charged or collected by Mortgagee.

16. Events of Default. The occurrence of any one or more of the following events shall be deemed to be an event of default ("Event of Default") under this Mortgage:

- (a) Mortgagor's failure to pay the Note according to its terms;
- (b) Failure of Mortgagor to make payment on the Obligations secured hereby;
- (c) Breach of any covenant or agreement contained in or any other writing executed by Mortgagor in connection with the Obligations secured hereby;
- (d) The filing by Mortgagor or Divine Strategy LLC ("DS") of a petition in voluntary bankruptcy or under any chapter of the Federal Bankruptcy Law or other similar law, state or federal, whether now or hereafter existing, or an answer admitting insolvency or inability to pay its debts, or failure to obtain a vacation or stay of involuntary bankruptcy or insolvency proceedings within sixty (60) days;
- (e) The adjudication of Mortgagor or DS as a bankrupt, or the appointment of a trustee or receiver for Mortgagor or DS or for all or a major portion of its property in any involuntary proceeding, or the taking of jurisdiction by any court over the property of Mortgagor or DS and the failure to discharge such trustee or receiver or relinquish such jurisdiction or vacate or stay on appeal or otherwise stay such proceedings within sixty (60) days;

- (f) The making by Mortgagor or DS of an assignment for the benefit of creditors or the admitting by Mortgagor or DS in writing of its inability to pay its debts generally as they become due, or the consent by Mortgagor or DS to the appointment of a receiver or trustee or liquidator of all of its properties or the major part thereof;
- (g) Default, including foreclosure and/or sale of collateral, under any other obligations secured by all or any part of the Mortgaged Premises or the Personal Property, whether or not such obligation has been consented to by Mortgagee prior to such default; or
- (h) Abandonment of the Mortgaged Premises or the Personal Property by Mortgagor.

17. Remedies Following an Event of Default. In the event of the occurrence of one or more of the above Events of Default, Mortgagee may, in its sole discretion:

- (a) Withhold disbursement of any undisbursed loan proceeds and declare all of the Obligations secured hereby to be immediately due and payable, without notice or demand; and/or
- (b) Foreclose this Mortgage without relief under valuation and appraisal laws; and/or
- (c) Apply for and be entitled to the appointment of a receiver over the Mortgaged Premises, the appointment of which is hereby consented to by Mortgagor without notice thereof, and such receiver is hereby authorized to take possession of the Mortgaged Premises, collect any rental, accrued, or to accrue, whether in money or in kind, for the use or occupancy of the Mortgaged Premises by any persons, firm or corporation, and may let or lease the Mortgaged Premises or any part thereof, receive the rents, income and profits therefrom, and hold the proceeds subject to the orders of the court, or the judge thereof, for the benefit of Mortgagee, pending the final decree in the proceedings pursuant to which the receiver has been appointed, and during any period allowed by law for the redemption from any sale ordered in foreclosure proceedings, and said receiver may be appointed irrespective of the value of the Mortgaged Premises or its adequacy to secure or discharge the Obligations due or to become due or the solvency of Mortgagor; and/or
- (d) Take possession of and hold the Mortgaged Premises with or without process of law and collect the rents and profits therefrom, applying same to the charges and payments due under the conditions of this Mortgage so long as default shall continue, which such taking of possession shall in no way waive the right of Mortgagee to exercise the other remedies set forth herein because of a default.

NOT AN OFFICIAL DOCUMENT

In the event Mortgagee elects one or more of the above remedies upon default, Mortgagor agrees to pay (a) all of the costs and expenses of Mortgagee incurred in pursuance of such remedy or remedies, including without limiting the generality thereof, attorneys' fees, all costs of collection, late payment penalties, abstracts of title or title insurance, hazard insurance on the Mortgaged Premises and Personal Property, real property taxes on the Mortgaged Premises when due and personal property taxes on the Personal Property which are paid or incurred by Mortgagee, repairs, maintenance, and replacements of the Mortgaged Premises and Personal Property which are paid or incurred by Mortgagee, repairs, maintenance and replacements of the Mortgaged Premises and Personal Property which are advanced by Mortgagee, payments by Mortgagee to holders of liens or encumbrances on the Mortgaged Premises and/or Personal Property which are then due and payable, and interest commencing with the date of default, calculated at the highest rate provided under the Note on the sum of the above costs and expenses, (b) plus the unpaid principal balance of the Obligations secured hereby, and interest unpaid prior to the date of default, which shall become a part of the Obligations secured hereby and collectible as such. In the event of the foreclosure of this Mortgage, the abstracts of title or title insurance policies and the policies of hazard insurance shall become the absolute property of Mortgagee.

In the event the Mortgaged Premises and/or Personal Property are sold under foreclosure and the proceeds together with the rents, issues, income and profits collected by Mortgagee are insufficient to pay the total Obligations evidenced and secured by this Mortgage, Mortgagee shall be entitled to a deficiency judgment against Mortgagor.

18. Non-Waiver of Default. No failure by Mortgagee in the exercise of any of its rights under this Mortgage shall preclude Mortgagee from the exercise thereof in the event of subsequent default by Mortgagor hereunder, and no delay by Mortgagee in the exercise of its rights under this Mortgage shall preclude Mortgagee from the exercise thereof so long as Mortgagor is in default hereunder. Mortgagee may enforce any one or more of its rights or remedies hereunder successively or concurrently.

19. Modification of Obligations and Release of Collateral. Mortgagee at its option may extend the time for the payment of the Obligations or reduce the payments thereon or accept a renewal note or notes therefor or release all or part of the Mortgaged Premises and Personal Property without the consent of any junior lienholder or Mortgagor if Mortgagor has then parted with title to said Mortgaged Premises and no sale of the Mortgaged Premises or forbearance on the part of Mortgagee or its assigns, or extension of the time for the payment of the Obligations hereby secured or reduction in payments, or acceptance of renewals or release of all or part of the Mortgaged Premises and Personal Property shall affect the priority of this Mortgage or the security hereof or shall operate to release, modify, change or affect the original liability of Mortgagor herein or a subsequent mortgagor, surety or guarantor, either in whole or in part, nor shall the full force and effect of the security of this Mortgage be altered thereby.

20. Rights of Successors. The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto.

21. Interpretation. In the event this Mortgage is executed by more than one person, firm or corporation, the liability of the undersigned parties shall be joint and several. Whenever used,

NOT AN OFFICIAL DOCUMENT

the singular shall include the plural, the plural the singular, and the use of any gender shall include all genders. The term "Mortgagee" shall include any payee of the Obligations hereby secured or any transferee thereof whether by operation of law or otherwise. Descriptive headings are for convenience only and shall be deemed to not affect the meaning of or construction of any provision hereof.

22. **Fixture Filing.** From the date of its recording, this Mortgage shall be effective as a financing statement with respect to all goods constituting part of the Mortgaged Premises which are or are to become fixtures related to the Real Estate described herein. This document covers goods which are or are to become fixtures. The Real Estate to which such fixtures are or are to be attached is that described in Exhibit A attached hereto, the record owner of which is Mortgagor.

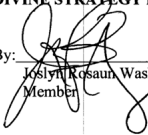
23. **Extent of Obligations.** Mortgagor and Mortgagee intend and agree that this Mortgage will secure unpaid balances of any existing or future loan advances from Mortgagee to Mortgagor, whether obligatory or not, and whether made pursuant to the Note, or otherwise, and whether made before or after this Mortgage is delivered to the appropriate county recorder's office for record, up to the total unpaid principal amount outstanding at any time, exclusive of interest, of Two Hundred Thousand Dollars and Zero Cents (\$200,000.00), provided that this Mortgage shall also secure unpaid balances of interest and advances made for the payment of taxes, assessments, insurance, costs, attorneys' fees or other reimbursable expenses incurred or advanced for the protection of the Mortgaged Premises. Mortgagor further covenants and agrees to repay all such loan advances with interest at the rate provided in the Note, and that the covenants contained in this Mortgage shall apply to such loan advances and other obligations and advances.

24. **Applicable Law: Jury Waiver.** THE VALIDITY OF THIS MORTGAGE, ITS CONSTRUCTION, INTERPRETATION AND ENFORCEMENT AND THE RIGHTS OF THE PARTIES HERETO SHALL BE DETERMINED UNDER, GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF INDIANA, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW. MORTGAGOR AND MORTGAGEE WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE RIGHT TO A TRIAL BY JURY OVER ANY ISSUES OR CLAIMS RELATING TO THE NOTE OR THIS MORTGAGE.

25. **Release Upon Payment and Discharge of Mortgagor's Obligations.** Mortgagee shall release this Mortgage and the lien hereof by proper instrument upon payment and discharge of the Obligations including the Note.

IN WITNESS WHEREOF, Mortgagor has executed this instrument as of the 31st day of March, 2021.

DIVINE STRATEGY HOLDING LLC

By: 

Joselyn Rosaun, Washington Kelly, Sole
Member

NOT AN OFFICIAL DOCUMENT

STATE OF INDIANA)
) SS:
COUNTY OF Marion)



Before me, a Notary Public in and for said county and state, personally appeared Joslyn Washington Kelly, as Sole Member of Divine Strategy Holding LLC, who, being first duly sworn, acknowledged execution of the foregoing Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing (Fee Simple), for and on behalf of said company.

WITNESS my hand and Notarial seal this 31 day of March, 2021.

Notary Public: Rita Hutcheson
Printed Name: _____
Commission No. _____

My Commission Expires: _____

My County of Residence: _____

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

This Instrument prepared by and after recording return to: James P. Moloy, Bose McKinney & Evans LLP, 111 Monument Circle, Suite 2700, Indianapolis, IN 46204.

The mailing address to which statements should be mailed under Indiana Code 6-1.1-22-8.1 is 358 Carolina Street, Merrillville, IN 46410. The mailing address of the Mortgagor, 2611 Broadway Avenue, Gary, Indiana 46407.

Property of Lake County Recorder

NOT AN OFFICIAL DOCUMENT

EXHIBIT A

Legal Description

(Divine Strategy Holding, LLC)

That certain real estate situated in Lake County, Indiana, more particularly described as follows:

Parcel 1

Lot 45 in Block 29 in Chicago-Tolleston Land and Investment Company's Oak Park Addition to Tolleston, in the City of Gary, as shown in Plat Book 2, page 35, in Lake County, Indiana.

(For Reference Only) Property Address: 2615 Broadway, Gary, IN

(For Reference Only) Tax Parcel ID No.: 45-08-15-305-002.000-004

Parcel 2

Lots 46, 47 and 48 in Block 29 in Chicago-Tolleston Land and Investment Company's Oak Park Addition to Tolleston, in the City of Gary, as shown in Plat Book 2, page 35, in Lake County, Indiana.

(For Reference Only) Property Address: 2611-1 Broadway, Gary, IN

(For Reference Only) Tax Parcel ID No.: 45-08-15-305-001.000-004

3808423

Property of Lake County Recorder