

2/29/2024 5:34:14
12/11/2023 1:06 PM
TOTAL FEES: \$5.00
BY: JAS
PG #: 14
RECORDED AS PRESENTED

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
GINA PIMENTEL
RECORDER

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

This MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS AND FIXTURE FILING ("**Mortgage**") is made as of December 17, 2024, by Hoosier Storage Merrillville, LLC, an Indiana limited liability company, having its principal office at 6440 Westfield Boulevard, Indianapolis, IN 46220 ("**Mortgagor**"), in favor of First Farmers Bank & Trust, having its principal office at 101 W. Sycamore, Kokomo, IN 46901 ("**Mortgagee**").

Mortgagor and Mortgagee are entering into a Construction Loan Agreement dated as of even date herewith (as the same may be amended or modified from time to time, the "**Loan Agreement**"). Mortgagor is entering into this Mortgage in order to induce Mortgagee to enter into and extend credit to Mortgagor under the Loan Agreement.

For good and valuable consideration, the receipt of which is hereby acknowledged, Mortgagor hereby MORTGAGES, GRANTS, ASSIGNS and WARRANTS to Mortgagee the real estate in Lake County, in the State of Indiana, described more particularly on Exhibit A attached hereto and incorporated herein for all purposes (the "**Real Estate**"), together with all rights, title and interests of Mortgagor, now existing or hereafter arising, in and to the Mortgaged Property.

This Mortgage is given to secure performance by Mortgagor of the covenants and agreements contained in this Mortgage and to secure the Indebtedness.

All parties who have, or may acquire, an interest in the Mortgaged Property shall be deemed to have notice of, and shall be bound by, the terms of the Notes, the Loan Agreement, this Mortgage, and any other instruments or documents secured hereby and the terms of the Indebtedness (including without limitation, notice that the rate of interest on some or all of the Indebtedness may vary from time to time).

The Indebtedness secured by this Mortgage shall not exceed a maximum obligation limit of \$17,450,000.00. Pursuant to Indiana Code § 32-29-1-10, the lien of this Mortgage with respect to any future advances, modifications, extensions, and renewals referred to herein and made from time to time shall have the same priority to which this Mortgage otherwise would be entitled as of the date this Mortgage is executed and recorded, without regard to the fact that any such future advance, modification, extension, or renewal may occur after this Mortgage is executed. The maximum amount stated in this paragraph is stated pursuant to and in accordance with Indiana Code § 32-29-1-10 and is not and shall not be deemed to be a commitment by Mortgagee to make future advances.

The final payment under the Notes is scheduled to become due on or before January 15, 2030.

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Mortgagor hereby further covenants and agrees as follows:

1. Warranties and Covenants, Taxes.

(a) Warranties. Mortgagor represents, warrants and covenants to, and agrees with, Mortgagee that Mortgagor (i) has good and marketable title to the Mortgaged Property, free and clear of all liens, claims, security interests, encumbrances and restrictions, except for Permitted Exceptions, and (ii) will at all times keep the Mortgaged Property free from any and all liens, security interests or encumbrances, except for Permitted Exceptions.

(b) Care and Condition of Mortgaged Property. Mortgagor shall (i) promptly repair, restore or rebuild any part of the Mortgaged Property which may become damaged or be destroyed if such damage or destruction materially and adversely affects the value of the Mortgaged Property; (ii) keep the Mortgaged Property in good condition and repair, without waste, and free from encroachments and mechanic's or materialman's lien or claims for lien not expressly subordinated to the lien of this Mortgage; (iii) complete, or cause to be completed, within a reasonable time and in a good and workmanlike manner, any Improvements now or at any time hereafter in the process of erection, construction or installation; (iv) comply, and cause any lessees and sublessees of the Mortgaged Property to comply with all requirements of law, municipal ordinances, restrictions of record or insurance covenants with respect to the Mortgaged Property and its use; (v) permit no removal or demolition of the Mortgaged Property (other than items of the Mortgaged Property which have become obsolete or are being replaced or in the ordinary course of business) without the prior written consent of Mortgagee; and (vi) observe and comply with all conditions and requirements necessary to preserve and extend any and all rights, licenses, permits (including without limitation all uses), privileges, franchises and concessions which are applicable to any part of the Mortgaged Property or which have been granted to or contracted for by Mortgagor in connection with any existing or contemplated use of any part of the Mortgaged Property.

(c) Transfer of Mortgaged Property. Mortgagor shall not without the prior written consent of Mortgagee, directly or indirectly (whether voluntarily, involuntarily or by operation of law) sell (whether outright or by land contract, conditional sales contract or any other such agreement), lease, convey, transfer or in any way further encumber, mortgage, pledge or assign the Mortgaged Property or any of Mortgagor's rights, title or interests therein or grant a security interest therein (each of such actions or events being hereinafter called a "Transfer"), except transfers expressly that either are expressly permitted or not restricted by the Loan Agreement.

(d) Taxes. Mortgagor will pay and discharge or cause to be paid and discharged when due, and before any penalty attaches, all taxes of every kind and nature (including real and personal property taxes), general and special assessments, water rates and sewer rents, and all other governmental, municipal and public dues, charges, fines and impositions whether of a like or different nature, imposed upon or assessed against Mortgagor or the Mortgaged Property or arising in respect of the occupancy, use or possession thereof except as such taxes are being contested in good faith by appropriate proceedings. Upon Mortgagee's request, Mortgagor will deliver to Mortgagee, not later than 30 days after the delinquency date, duplicate receipts evidencing the payment of all such taxes, charges and assessments.

2. Insurance Proceeds.

(a) Mortgagor, at its sole cost and expense, shall obtain and keep in full force and effect such policies of insurance as Mortgagee shall from time to time require in such amounts and covering such risks as is industry norm in the same general area in which the Mortgaged Property is located, including, without limitation, the following:

(i) To the extent there are improvements on the Real Estate, insurance against loss or damage to any of the Mortgaged Property by fire and any of the risks covered by

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insurance commonly known as "fire and extended coverage" and, if consistent with industry norm in the general area in which the Mortgaged Property is located, against loss or damage by flood;

(ii) Commercial public liability insurance, including, without limitation, against claims for personal injury, bodily injury, death or property damage occurring on, in or about the Mortgaged Property and the adjoining streets, sidewalks and passageways; and

(iii) During the course of all construction or repair, (A) workers' compensation insurance (including employer's liability insurance) for all persons engaged on or with respect to the Mortgaged Property in such amounts as are reasonably satisfactory to Mortgagee or, if such limits are established by law, in such amounts, and (B) builder's completed value risk insurance (special coverage) against "all risks of physical loss" during construction, covering the total value of work performed and equipment, supplies and materials furnished.

(b) All insurance required to be obtained and maintained by Mortgagor by the terms of this Mortgage (the "**Required Insurance**") shall be provided by policies written in terms, amounts and by companies satisfactory to the Mortgagee. Mortgagee shall be named as an additional insured on all liability policies; and losses under all policies other than liability policies shall be payable to Mortgagee pursuant to a standard mortgagee endorsement satisfactory to Mortgagee. Mortgagor shall deliver to Mortgagee certificates for all policies of insurance (including but not limited to all policies of Required Insurance) acquired by Mortgagor to insure against any loss or damage to the Mortgaged Property.

(c) Mortgagor hereby authorizes Mortgagee to obtain and/or maintain in effect any and all policies of Required Insurance in the event Mortgagor fails to do so after notice from Mortgagee, and Mortgagor agrees to reimburse Mortgagee for any premiums or other costs associated with obtaining Required Insurance which Mortgagee may pay.

(d) At least thirty (30) days prior to the expiration of each policy of Required Insurance, Mortgagor shall furnish Mortgagee with evidence satisfactory to Mortgagee of the issuance of a renewal or replacement policy continuing such insurance in force as required by this Mortgage. All policies of Required Insurance shall contain a provision that such policies may not be canceled or amended (including any reduction of the scope or limits of coverage) without at least thirty (30) days' prior written notice to Mortgagee. Upon Mortgagee's request, Mortgagor shall cause all bills, statements or other documents relating to the Required Insurance to be sent or mailed directly to Mortgagee.

(e) In the event of a foreclosure sale of all or any part of the Mortgaged Property pursuant to the enforcement of this Mortgage, the purchaser of the Mortgaged Property shall succeed to all rights of Mortgagor, including any rights to the proceeds of insurance and to unearned premiums, in and to all of the policies of Required Insurance. In the event of foreclosure sale, Mortgagee is hereby authorized, without the further consent of Mortgagor, to assign any and all policies of Required Insurance to the purchaser at the sale, or to take such other steps as Mortgagee may deem advisable to cause the interest of such purchaser to be protected by any of such policies.

(f) Mortgagor shall give Mortgagee prompt notice of any loss or damage covered by any Required Insurance, and:

(i) In the event such loss or damage does not constitute a Major Loss and provided that no Event of Default (as hereinafter defined) shall then exist, Mortgagor shall have the right to adjust such loss or damage and receive any monies paid for such loss or damage under any of the Required Insurance. Any such monies received by Mortgagor shall be used only for the purpose of restoring and/or replacing the Mortgaged Property which has been lost, damaged or destroyed.

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(ii) In the event such loss or damage constitutes a Major Loss (as hereinafter defined), Mortgagor may adjust such loss or damage, but only with the written consent of Mortgagee. If a Major Loss has occurred and Mortgagee has consented to allow Mortgagor to adjust such loss or damage, any monies paid for such loss or damage under any of the Required Insurance shall be paid jointly to Mortgagor and Mortgagee and shall be used for the sole purpose of restoring and/or replacing the Mortgaged Property which has been lost, damaged or destroyed, provided, however, that no Event of Default shall have occurred and be continuing.

(iii) In the event Mortgagee does not provide its written consent under Section 2(f)(ii) or such loss or damage shall occur at the time an Event of Default has occurred and is continuing: (a) Mortgagee shall have the right to adjust such loss or damage and to execute and deliver on behalf of Mortgagor all proofs of loss, receipts, vouchers and acquittances in connection therewith and Mortgagor agrees to execute all of the foregoing on demand made by Mortgagee; and (b) any monies received as payment of any loss under any of the Required Insurance paid over to Mortgagee, at the option of the Mortgagee, may be applied either to the prepayment of any portion, as Mortgagee may select, of the Indebtedness or to the reimbursement of Mortgagor for expenses incurred by Mortgagor in the restoration, repair or replacement of the Mortgaged Property which has been lost, damaged or destroyed or held by Mortgagee as additional collateral. If such proceeds are applied to the Indebtedness, Mortgagor is not obligated to restore, repair or rebuild. Each insuring company concerned is hereby authorized and directed to make payment for any such loss directly to Mortgagee rather than jointly to Mortgagee and any other party or parties. Such rights shall also apply if: (i) replacement property is not acquired or repair of the Mortgaged Property is not commenced within ninety (90) days after receipt of the proceeds of Required Insurance; (ii) any Event of Default occurs after such loss or damage but before replacement or completion of repairs; or (iii) any requisite consent has not been obtained from Mortgagee. No such application of insurance proceeds described herein shall have the effect of reducing or otherwise affecting the obligation of Mortgagor to make any payments as and when the same become due and payable in accordance with the terms of the Notes, until payment in full of all of the Indebtedness. Any balance of such proceeds remaining after payment in full of said charges and expenses, and of the Indebtedness shall be paid by Mortgagee to Mortgagor. Application of all or any portion of such proceeds, or the release thereof, shall not cure or waive any Event of Default or notice thereof or invalidate any acts done pursuant to such notice.

In no event shall proceeds of the Required Insurance paid or payable to Mortgagor fail to be applied to restoration of the Mortgaged Property which has been lost, damaged or destroyed in such fashion as Mortgagee reasonably may require and in no event shall Mortgagor do or permit any action with respect to the Mortgaged Property which will increase the risk of hazard to the Mortgaged Property without first causing such increased risk to be fully insured.

3. Condemnation Proceeds. Mortgagor shall cause all awards of damages and all other compensation payable directly or indirectly by reason of a condemnation for public or private use affecting any interest in the Mortgaged Property to be paid to Mortgagee. Mortgagee shall hold such proceeds from condemnation and make the same available for acquisition of property in replacement of the portion of the Mortgaged Property which was taken or for the repair or rebuilding of the portion of the Mortgaged Property which suffered damage or loss, as the case may be, provided each and all of the following conditions are met: (i) there shall exist no Event of Default under this Mortgage, and no event shall here have occurred which with notice or passage of time or both could or might become an Event of Default hereunder; (ii) Mortgagee shall have approved, in writing, the acquisition of any such replacement property (as being similar to and having at least equal value as the property being replaced and at least equal utility to Mortgagor) or if a Major Loss, shall have approved the use of such proceeds by Mortgagor for repair or restoration; and (iii) this Mortgage (or, at Mortgagee's option, another mortgage upon like terms and conditions) shall constitute a lien upon such replacement property, subject to no other liens or encumbrances and Mortgagee shall have received, at Mortgagor's expense, one or more policies of title insurance covering such replacement property in amounts satisfactory to Mortgagee and insuring that such lien is subject only to such exceptions as Mortgagee may accept. If such replacement property is not acquired, or if such repair or rebuilding of damaged Mortgaged Property is not begun within ninety (90) days after the receipt of the

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amount of such award, as the case may be, or if any of the foregoing conditions are not met at the time when such condemnation proceeds are to be applied to pay the price of such replacement property or of such repair or rebuilding, then Mortgagee shall have the option, exercisable in its absolute discretion and without regard to the adequacy of the security hereunder, to apply the amount of such proceeds or any portion thereof, after deducting Mortgagee's charges and expenses, on account of principal and accrued and unpaid interest under the Notes and payment of the other Indebtedness or to hold such amount as additional collateral. No such application shall have the effect of reducing or otherwise affecting the obligation of Mortgagor to make any payments as and when the same become due and payable in accordance with the terms of the Notes, until payment in full of all of the Indebtedness. Any balance of such proceeds remaining after payment in full of said charges and expenses, and of the Indebtedness shall be paid by Mortgagee to Mortgagor. Application of all or any portion of such proceeds, or the release thereof, shall not cure or waive any Event of Default or notice thereof or invalidate any acts done pursuant to such notice.

4. Protection of Security by Mortgagee. Each and every covenant in this Mortgage shall be performed and kept by Mortgagor solely at Mortgagor's expense. At its option, but without any duty or obligation to do so and without in any way waiving or relieving any default by Mortgagor under this Mortgage, Mortgagee may make any payment and perform any obligation required of Mortgagor to be performed under this Mortgage, in the event Mortgagor fails to make such payment when due or timely perform any such obligation (including without limitation, (a) payment of insurance premiums, taxes, charges and assessments, (b) payment of prior encumbrances and (c) purchase, discharge, compromise or settlement of any tax lien or other lien or title, prior to or on a parity with, the lien of this Mortgage). As between Mortgagor and Mortgagee, all such liens and taxes shall be deemed valid. All amounts so paid and all expenses incurred in connection therewith (including without limitation, reasonable attorney fees) and any other amounts advanced and costs and expenses incurred by Mortgagee to protect the Mortgaged Property, and the security intended to be given by this Mortgage (including without limitation, all costs, expenses and reasonable attorney fees incurred by Mortgagee in respect of any and all legal or equitable proceedings which relate to this Mortgage or to the Mortgaged Property) shall (a) constitute Indebtedness secured by this Mortgage and (b) be immediately due and payable by Mortgagor, without notice and with interest thereon at a per annum rate equal to the Default Rate.

5. Security Agreement-Financing Statement. This Mortgage is intended to be a security agreement pursuant to the UCC for (i) any Personal Property, and (ii) any and all items of property that are a part of the Mortgaged Property which, under applicable law, constitute fixtures and may be subject to a security interest under Chapter 9.1 of the UCC. Mortgagor hereby grants Mortgagee a security interest in said property, and in all additions thereto, substitutions therefor and proceeds thereof, for the purpose of securing all Indebtedness. This Mortgage constitutes a financing statement filed as a fixture filing under the UCC in the real estate records of the county in which the Mortgaged Property is located with respect to any and all fixtures included within the term "Mortgaged Property" and with respect to any goods or other personal property that may now be or hereafter become such a fixture. For purposes of the UCC, the addresses of Mortgagor, as Debtor, and Mortgagee, as Secured Party, are as set forth in the first paragraph of this Mortgage.

6. Default and Acceleration. The occurrence of each of the following shall constitute an "Event of Default" for purposes of this Mortgage:

(a) Any representation or warranty made in this Mortgage or in any other Loan Document that is false in any material respect at the time made or deemed to be made or any failure of Mortgagor to comply with or perform any covenant or other provision of this Mortgage.

(b) Any Event of Default under the Loan Agreement.

(c) Mortgagor's title to the Mortgaged Property, or any material portion thereof, becomes the subject matter of litigation which, as determined by Mortgagee with due consideration of any policy or policies of title insurance insuring the same, will result in substantial impairment or loss of the security intended to be provided by the lien of this Mortgage.

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7. Remedies. Mortgagor expressly agrees that time is of the essence of this Mortgage. If there is an Event of Default, then, immediately and at any time thereafter Mortgagee shall have the right to (i) foreclose the lien of this Mortgage against all or any part of the Mortgaged Property; (ii) enforce in whole or in part every security interest granted by this Mortgage and any other Loan Document; (iii) subsequently foreclose the lien of this Mortgage against all or any part of the remaining Mortgaged Property; (iv) enforce in whole or in part any remaining security interest granted by this Mortgage or any other Loan Document; (v) institute any proceeding that Mortgagee may deem to be necessary or appropriate for the protection of its interests (including, without limitation, a proceeding for injunction or for specific performance with respect to the terms and conditions of this Mortgage and any other Loan Document); (vi) withhold any further disbursements of the proceeds of the loans; (vii) cure the Event of Default for the account of Mortgagor (including, without limitation, paying any delinquent taxes, assessments, and premiums for the policies of insurance required to be maintained by Mortgagor under the Loan Agreement); (viii) exercise any other right or remedy granted under any of the other Loan Documents or available to Mortgagee under the law; and/or (ix) terminate the Loan Agreement.

8. Foreclosure Proceedings and Receiver. Immediately upon receiving actual notice of the commencement of any action, suit or other legal proceeding by Mortgagee to obtain judgment for any part of the indebtedness or of any other nature in aid of the enforcement of the Loan Documents or this Mortgage, Mortgagor will waive the issuance and service of process and enter its voluntary appearance in such action, suit or proceeding, and hereby (a) agrees and consents to the appointment of a receiver or receivers of the Mortgaged Property in any such action, suit or legal proceeding and (b) covenants that, at Mortgagee's request, Mortgagor will execute a written consent or agreed order to be filed in such action, suit or legal proceeding for the purpose of obtaining the appointment of a receiver or receivers. Subject to the rights of tenants or occupants in possession, upon (a) the commencement of any proceedings to foreclose this Mortgage or to enforce the specific performance hereof or in aid thereof or (b) the commencement of any other judicial proceeding to enforce any right of Mortgagee, Mortgagee shall be entitled forthwith, as a matter of right, if it shall so elect, without the giving of notice to any other party, without regard to the adequacy or inadequacy of any security for the Indebtedness and without the requirement of any bond, to the appointment of such a receiver or receivers. To the extent it lawfully may do so, Mortgagor will not at any time insist upon, plead or in any other manner whatever claim or take any benefit or advantage of any valuation or appraisal law now or hereafter in force, or of any exemption from execution or sale of the Mortgaged Property now or at any time hereafter in force. Mortgagor hereby expressly waives, to the extent allowed by law, all right to have the Mortgaged Property marshaled upon any foreclosure of this Mortgage. Mortgagee shall be entitled to recover judgment as aforesaid either before, after or during the pendency of any proceedings for the enforcement of this Mortgage. The right of Mortgagee to recover such judgment shall not be affected by (a) any entry or sale hereunder, (b) the exercise of any other right, power or remedy for the enforcement of this Mortgage or (c) the foreclosure of the lien of this Mortgage. Upon any sale made under or by virtue of this Mortgage, Mortgagee may bid for and acquire the Mortgaged Property, or any part thereof, and, in lieu of paying cash therefor, may make settlement for the purchase price by crediting the net sales price upon the Indebtedness.

9. No Exclusive Remedy. Each and every right, power and remedy herein conferred upon, or reserved to, Mortgagee (a) is cumulative and is not intended to be exclusive of any other remedy or remedies and (b) shall be in addition to every other right, power and remedy given hereunder or now or hereafter existing at law or in equity or by statute. No delay or omission of Mortgagee in the exercise of any right, power or remedy or any other right, power or remedy then or thereafter existing, shall constitute or shall be construed to be a waiver of any Event of Default or any acquiescence therein, and every right, power and remedy given by this Mortgage to Mortgagee may be exercised from time to time as often as and in such order as may be deemed expedient by Mortgagee.

10. Assignment of Leases and Rents.

(a) To secure payment and performance by Mortgagor of the Indebtedness, Mortgagor hereby grants, transfers and assigns to Mortgagee all of Mortgagor's rights, title and interests in, to and under all Leases now existing or hereafter entered into, and all Rents (including

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without limitation, all rentals reserved in any of the Leases now or hereafter due and any amendments, modifications, extensions and renewals thereof).

(b) Unless an Event of Default has occurred and is continuing, Mortgagor shall have the right to collect and receive, upon but not prior to accrual, all Rents with respect to the Mortgaged Property. Subject to the rights of tenants and occupants in possession, upon or at any time after the occurrence of an Event of Default and during the continuance, Mortgagee, at its option and without notice or demand, may (i) enter upon, take possession of and operate the Mortgaged Property, as lessor, (ii) enforce, amend, modify, change, renew, extend, cancel, terminate, release and accept the surrender of any or all of the Leases, (iii) obtain and evict any of the tenants or occupants, (iv) fix or modify rents, (v) do any acts which Mortgagee reasonably deems proper to protect the security hereof, and (vi) in its own name, sue for or otherwise collect and receive all Rents (including without limitation, those past due and unpaid). Such rights may be exercised by Mortgagee without regard to other security, if any, for payment of the Indebtedness and without releasing Mortgagor or any Guarantor. Mortgagor hereby irrevocably appoints and constitutes Mortgagee as its true and lawful attorney-in-fact with full power of substitution for and on behalf of Mortgagor to, from and after the occurrence and during the continuance of any Event of Default, (i) request, demand, enforce payment of, collect and receive the Rent, (ii) amend, modify, change, renew, extend, cancel, terminate and release any of the Leases or any of the terms or conditions thereof (including without limitation, the Rents thereunder), (iii) endorse any checks, drafts or orders evidencing payment of Rents and (iv) do and perform any acts which Mortgagor might do for and on Mortgagor's own behalf.

(c) All Rents collected by Mortgagee or a receiver pursuant to this Section shall be applied, in such amounts and in such order as Mortgagee shall determine in its sole discretion, against the outstanding Indebtedness secured hereby, and if Mortgagee so elects (without any obligation to do so), against the costs of taking control of, and managing and operating, the Mortgaged Property and collecting the Rents (including without limitation, reasonable attorney fees, receiver's fees, premiums on receiver's bonds, costs of repairs to the Mortgaged Property, premiums on insurance policies, taxes, assessments and other charges on the Mortgaged Property, and the costs of discharging any obligation or liability of Mortgagor as lessor or landlord of the Mortgaged Property) ("**Operating Expenses**"). Any and all Rents applied against Operating Expenses shall not reduce, or be deemed to reduce, the amount of outstanding Indebtedness secured hereby. Mortgagee shall (i) have access to the books and records used in the operation and maintenance of the Mortgaged Property and (ii) be liable to account only for those Rents actually received. Mortgagee shall not be liable to anyone claiming under or through Mortgagor or anyone having an interest in the Mortgaged Property by reason of any act or omission by Mortgagee under the assignment made by this Section, excepting for Mortgagee's gross negligence or willful, wanton or reckless misconduct.

(d) If the Rents collected by Mortgagee are not sufficient to meet the costs of taking control of, and managing, the Mortgaged Property and collecting the Rents in the event Mortgagee elects to take such action, (i) any funds expended by Mortgagee for such purposes shall become Indebtedness of Mortgagor to Mortgagee secured by this Mortgage, and (ii) such amounts shall be payable upon notice from Mortgagee to Mortgagor requesting payment thereof and shall bear interest from the date of such notice until repaid at the Default Rate.

(e) The entering upon, and taking and maintaining of control of, the Mortgaged Property by Mortgagee or a receiver and the application of rents as provided herein shall not cure or waive any Event of Default or invalidate any other right or remedy of Mortgagee hereunder or under any other Loan Document.

(f) Mortgagor hereby covenants and warrants to Mortgagee that (i) Mortgagor is and will remain the lawful owner of the Leases and the Rents and has not made any prior assignment of Mortgagor's right, title and interest in, to and under any of the Leases or the Rents, (ii) Mortgagor has not accepted any advance payments of Rents other than one month's advance rentals and

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security deposits, (iii) Mortgagor has not executed or granted, and will not execute or grant, any modification or amendment of any of the Leases, and (iv) Mortgagor has not done, and will not do, anything which impairs the validity or security of this assignment.

(g) The assignment made in this Section shall not operate to release or relieve Mortgagor, as lessor under the Leases, from the full performance of all of Mortgagor's obligations, covenants and agreements under the Leases. Mortgagor shall (i) faithfully abide by, perform and discharge each and every material obligation, covenant and agreement to be performed by Mortgagor under the Leases, (ii) give prompt notice to Mortgagee of any notice of default on the part of Mortgagor given or made by any tenant or occupant under any of the Leases, and (iii) at the sole cost and expense of Mortgagor, enforce or secure the performance of, each and every material obligation, covenant, condition and agreement to be performed by the tenants and occupants under the Leases. Mortgagor shall not further encumber its rights, title and interest in and to the Leases or the Rents. Mortgagor shall not (i) anticipate Rents under the Leases or (ii) waive, excuse, condone or in any manner release or discharge any tenant or occupant of or from the material obligations, covenants, conditions and agreements to be performed by such tenant or occupant (including without limitation, the obligation to pay Rents in the manner and at the place and time specified in the Leases).

(h) Mortgagor shall, at Mortgagor's sole cost and expense, (i) appear in and defend any action or proceeding arising under, growing out of, or in any manner connected with, the Leases, the Rents or the obligations, duties or liabilities of Mortgagor or the tenants or occupants under the Leases and (ii) pay all costs and expenses, with interest thereon at the Default Rate (including without limitation, reasonable attorney fees incurred by Mortgagee in any such action or proceeding in which Mortgagee may appear), all such expenses being Indebtedness secured by this Mortgage.

(i) During the existence of an Event of Default, Mortgagee, at its option but without the assumption of any of Mortgagor's obligations as lessor and without notice to, or demand on, Mortgagor, and without releasing Mortgagor from any obligation under the Leases or this Mortgage, may perform any obligation of Mortgagor under any of the Leases. In the exercise of such power, Mortgagee shall be entitled to reimbursement by Mortgagor for all of Mortgagee's costs and expenses (including without limitations, reasonable attorney fees), and the same shall be (i) payable upon demand, with interest thereon from the date paid or incurred at the Default Rate, and (ii) Indebtedness secured by this Mortgage.

(j) Mortgagee shall not be obligated to perform or discharge, nor does it hereby undertake to perform or discharge, any obligation, duty or liability of Mortgagor under the Leases or otherwise. Mortgagee shall not be liable for any loss sustained by the Mortgagor resulting from Mortgagee's failure to let the Mortgaged Property after any Event of Default or from any other act or omission of the Mortgagee in taking, maintaining control of, or managing the Mortgaged Property after any Event of Default, unless such loss is caused by the gross negligence or the willful, wanton or reckless misconduct or bad faith of Mortgagee. This assignment shall not operate to place responsibility for the control, care, management or repair of the Mortgaged Property or any improvements thereon upon Mortgagee, nor shall it operate to make the Mortgagee responsible or liable for any waste committed on the Mortgaged Property or for any dangerous or defective condition of the property, unless and until Mortgagee, in person or by agent, assumes actual possession of the Mortgaged Property.

(k) Mortgagor hereby authorizes and directs each and every tenant and occupant of the Mortgaged Property, or any part thereof, to (i) pay directly to Mortgagee all Rents upon receipt by such tenant or occupant from Mortgagee of a written notice which states that an Event of Default exists under this Mortgage ("Default Notice") and (ii) continue to pay all Rents directly to Mortgagee after receipt of such Default Notice, until otherwise notified by the Mortgagee. Mortgagor agrees to facilitate in all reasonable ways Mortgagee's collection of the Rents, and upon request, will execute a written notice to each tenant and occupant directing payment to the

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Mortgagee. Mortgagor hereby waives any and all claims against such tenants and occupants for any such Rents paid to Mortgagee after receipt of a Default Notice.

11. Provisions Severable. In the event any one or more of the terms or conditions of this Mortgage shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall, at the option of Mortgagee, not affect any other provision of this Mortgage, but this Mortgage shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein or therein. The invalidity of any provision of this Mortgage in any jurisdiction shall not affect the validity or enforceability of such provision in any other jurisdiction.

12. Applicable Law. This Mortgage shall be governed by the laws of the State of Indiana.

13. Successors and Assigns. The grants, terms and conditions of this Mortgage shall (a) run with the land, (b) apply and extend to, be binding upon, and inure to the benefit of, Mortgagor and its successors and assigns and all parties claiming under or through Mortgagor, with the word "Mortgagor," when used herein, including all such parties, and (c) apply and extend to, be binding upon, and inure to the benefit of, Mortgagee and its successors and assigns, with the word "Mortgagee," when used herein, including the successors and assigns of Mortgagee.

14. Miscellaneous. The captions used in this Mortgage are for convenience only and are not to be construed as defining or limiting the provisions of this Mortgage. Any and all covenants and agreements in this Mortgage from time to time may by instrument in writing signed by Mortgagee be waived to such extent and in such manner as Mortgagee may desire, but no such waiver shall affect or impair Mortgagee's rights hereunder, except to the extent specifically stated in such written instrument. No waiver by Mortgagee of any Event of Default shall constitute a waiver of, or consent to, any subsequent Event of Default. All changes to, or amendments or modifications of, this Mortgage must be in writing signed by Mortgagee and Mortgagor and, if this Mortgage is recorded, shall not be effective until being recorded. Nothing herein contained shall be construed as constituting Mortgagee a mortgagee in possession of the Mortgaged Property in the absence of a taking of actual possession of the Mortgaged Property by Mortgagee. All notices given pursuant to this Mortgage shall be given in accordance with the Loan Agreement.

15. Defined Terms. Capitalized terms used in this Mortgage and not otherwise defined shall have the same meanings in this Mortgage as ascribed to them in the Loan Agreement. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders. Unless otherwise specifically stated, all references in this Mortgage (a) to a statute, regulation or other law shall refer to any successor or replacement statute, regulation or law; (b) to an agreement, instrument or other document shall refer to the most current effective version of that agreement, instrument or document, after giving effect to any and all amendments, restatements, extensions or supplements; and (c) to a Person shall refer to any permitted successor of that Person. Each of the following terms has the meaning ascribed to it below:

"Additions" means all extensions, improvements, betterments, substitutes, replacements, renewals, additions and appurtenances of or to the Appurtenances or the Improvements.

"Appurtenances" means all rights, privileges, interests, tenements, hereditaments, easements and appurtenances in any way now or hereafter benefiting, belonging or appertaining to all or any of the Real Estate (including without limitation, all land lying within any roadway and strips of land adjoining all or any part of the Real Estate, all minerals, oil, gas and other hydrocarbon substances thereon or therein and all air rights and water rights).

"Bonds" means any completion bond, performance bond, labor and material payment bond and any other bond (and the proceeds therefrom) relating to the Real Estate or the Improvements, or any part thereof, or to any contract providing for development, construction or operation of any of the Real Estate or the Improvements, or any part thereof.

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"Book and Records" means all of the books and records pertaining to the Real Estate and the Improvements, or any part thereof, or to the development, construction or operation of the Real Estate and the Improvements, or any part thereof.

"Commitments" means, to the extent permitted by any such commitment, any commitment (and the proceeds therefrom) issued by any lender or investor to finance or invest in the Real Estate or the Improvements, or any part thereof, or in Mortgage.

"Contracts" means all contracts and agreements with any party and relating to the development, construction, or operation of the Real Estate and the Improvements, or any part thereof (including without limitation, all contracts and agreements now or hereafter entered into with any party for architectural, engineering, management, maintenance, brokerage, promotional, marketing or consulting services rendered, or to be rendered, with respect to the planning, design, inspection, development, construction, operation, management, maintenance, marketing, promotion, leasing, occupancy or sale of the Real Estate or the Improvements, or any part thereof, and all other agreements relating to the operation of the Real Estate or the Improvements or the provision of services thereon), and all contract rights, warranties and representations, now or hereafter issued by, entered into with, or made by, any governmental authority or other third party.

"Expenses" means costs, expenses and other liabilities (including without limitation, reasonable attorney fees) which Mortgagee may incur (a) in enforcing, defending, construing or administering this Mortgage (or its priority), (b) for any inspection, evaluation, appraisal, survey or other service in connection with any of the Mortgaged Property, (c) for any title examination or title insurance policy relating to the title to any of the Mortgaged Property, (d) in connection with any environmental cleanup or decontamination, or any other cost, expense, fines, penalties or other liability incurred by Mortgagee with respect to the Mortgaged Property under or pursuant to any state or federal environmental law, statute, ordinance, rule or regulation or in an attempt to comply with the same or (e) in the exercise by Mortgagee of any rights or remedies granted by this Mortgage, in any and every such case.

"Improvements" means all buildings, structures and other improvements of every kind and description now or hereafter erected, constructed or placed on the Real Estate, together with all goods, inventory, equipment, furnishings, fixtures and articles of personalty and chattel personal property which now or hereafter constitute a part of, or are used in connection with, the development, construction or operation of the Real Estate, together with replacements thereof and all increases and additions thereto.

"Indebtedness" means all of the following: (a) all of the indebtedness, liabilities and obligations owing by Mortgage to Mortgagee, now existing or hereafter arising, whether such indebtedness, obligations and liabilities are direct, indirect, fixed, contingent, liquidated, unliquidated, joint, several or joint and several; (b) payment of all costs of collection and of all costs and reasonable attorneys' fees incurred by Mortgagee in the enforcement of this Mortgage and any and all other Expenses; (c) any and all modifications, renewals and extensions of the Notes, the Loan Agreement, the indebtedness, liabilities, obligations and the other documents and instruments secured hereby; and (d) all future advances.

"Leases" means all leases, tenancies, occupancy rights, occupancy agreements and agreements for the sale, lease or granting of interests in the Real Estate, the Appurtenances or the Improvements, or any part thereof.

"Major Loss" means any casualty loss or damage to any of the Mortgaged Property the repair, replacement or restoration of which will cost \$100,000 or more.

"Mortgaged Property" means the Real Estate, all Appurtenances, Improvements, Additions, Rents, Leases, Permits, Contracts, Plans, Personal Property, Bonds, Books and Records, Commitments, all rights or awards due to Mortgagee arising out of any eminent domain proceedings for the taking, or for loss of value of, the Real Estate or the Improvements, or any part thereof, and all additions and accessions to any of the foregoing, all replacements and renewals of all or any part of the foregoing, and the proceeds

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of any of the foregoing (including without limitation, insurance and tort claims and payments with respect to any of the foregoing).

"Notes" means, collectively, (a) a Construction Note, issued as of even date herewith by Mortgagor in favor of Mortgagee in the maximum principal amount of \$8,450,000.00, with a maturity date of January 15, 2030, and (b) each other promissory note issued by Borrower to the order of Mortgagee, as the same may hereafter be modified, amended, restated and/or extended from time to time and at any time.

"Permitted Exceptions" means the mortgage lien and security interests granted to Mortgagee and the liens, claims, security interests, encumbrances and restrictions disclosed in Exhibit B as well as the Permitted Liens as defined in the Loan Agreement.

"Permits" means all governmental licenses, approvals, qualifications, variances, permissive uses, franchises, accreditations, certificates, certifications, consents, permits and other authorizations now or hereafter obtained and relating to the development, construction or operation of the Real Estate or the Improvements, or any part thereof (including without limitation, building permits, subdivision and plat approvals and subdivision and plot plans), and all applications therefore.

"Personal Property" means all of the following assets of Mortgagor, wherever located: all Fixtures, Goods (including, without limitation, Consumer Goods, Inventory, Equipment, and Farm Products), Accounts, Chattel Paper (including without limitation, Electronic Chattel Paper and Tangible Chattel Paper), Instruments, General Intangibles (including without limitation, Payment Intangibles and Software), Letters of Credit, Letter-of-Credit Rights, Documents, As Extracted Collateral, Money and Deposit Accounts of every kind and other articles of personal property or otherwise and all additions and accessions thereto, all replacements and renewals of any part thereof, and the proceeds of any of such items.

"Plans" means all of the plans, specifications and drawings heretofore or hereafter prepared by any architect, engineer or other contractor with respect to the Real Estate or the Improvements, or any part thereof (including without limitation, subdivision and plot plans, foundation plans, utilities facilities plans, floor plans, elevations, framing plans, cross sections of walls, mechanical plans, electrical plans and architectural and engineering plans and specifications and architectural and engineering studies and analyses).

"Rents" means all rents, royalties, income, proceeds and/or profits from the operation of the Real Estate, the Appurtenances and the Improvements.

"UCC" means Uniform Commercial Code as in effect in the state of Indiana.

Except as otherwise expressly provided in this Mortgage, all terms in this Mortgage relating to the Mortgaged Property and the grant of the security interest in Section 5 which are defined in the UCC shall have the meanings assigned to them in Chapter 9.1 (or, absent definition in Chapter 9.1, in any other Chapter) of the UCC.

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The undersigned, by its authorized representative, has executed this Mortgage as of the date and year first written above.

Hoosier Storage Merrillville, LLC, an
Indiana limited liability company

By: *William T. Stoops, III*

Printed: William T. Stoops, III

Its: Manager

("Mortgagor")

ACKNOWLEDGMENT

STATE OF INDIANA

COUNTY OF Marion

)
) SS:

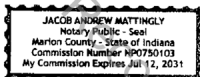
Before me, a Notary Public in and for the State of Indiana, personally appeared William T. Stoops, III, the Manager of Hoosier Storage Merrillville, LLC, an Indiana limited liability company, who acknowledged the execution of the foregoing Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing for and on behalf of Mortgagor as its duly authorized representative.

Witness my hand and Notarial Seal this 16th day of December, 2024.

Jacob Andrew Mattingly
Jacob Andrew Mattingly, Notary Public

My County of Residence: Marion

My Commission Expires: July 12, 2031



This instrument prepared by Eric J. Neidlinger, Cohen Garelick & Glazier, P.C., 8888 Keystone Crossing Blvd., Suite 800, Indianapolis, Indiana 46240.

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: *Eric J. Neidlinger*.

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Exhibit A

Real Estate Legal Description

The Land referred to herein below is situated in the County of Lake, State of Indiana, and is described as follows:

Lot 2, AMENDED OPPORTUNITY SUBDIVISION, UNIT TWO, an addition to the town of Merrillville, as per plat thereof, recorded in Plat Book 95, Page 8, in the office of the recorder of Lake County, Indiana.

Property of Lake County Recorder

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Exhibit B

Permitted Exceptions

1. Real Estate Taxes for the year(s) 2024, (payable 2025) are a lien but not yet due and payable.
2. Terms, provisions and conditions contained in Entry Ordering the Annexation of Certain Areas to the Merrillville Conservancy District recorded February 29, 1988 as Instrument No. 965771.
3. Declaration of Covenants, Easements, Conditions and Restrictions recorded March 27, 1989 as Instrument No. 028894, and the terms and conditions contained therein. First Amendment to Declaration of Covenants, Easements, Conditions and Restrictions recorded June 12, 1989 as Instrument No. 041382. Second Amendment to Declaration of Covenants, Easements, Conditions and Restrictions recorded October 1, 1996 as Instrument No. 96065359.
4. Utility Easement in favor of Gary-Hobart Water Corporation, an Indiana corporation, its successors and assigns, recorded July 26, 1991 as Instrument No. 91037497 and re-recorded December 12, 1991 as Instrument No. 91063890, and the terms and conditions contained therein.
5. Permanent extinguishment of all rights and easements of ingress and egress to, from and across the limited access facility known as I-65 and 61st Avenue and as Project STI-65-8(L)256 to and from the land as set out in a deed to the State of Indiana recorded August 23, 1991 as instrument No. 91043407, in the Office of the Recorder of Lake County, Indiana.
6. Easement for Gas Mains in favor of Northern Indiana Public Service Company, an Indiana corporation, its successors and assigns, recorded February 4, 1993 as Instrument No. 93008509, and the terms and conditions contained therein.
7. Restrictions, dedications, conditions, reservations, easements and other matters shown on the plat of Amended Opportunity Subdivision, Unit Two, as recorded in Plat Book 95, Page 8, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
8. Economic Development Plan Merrillville 61st Avenue/I-65 Project Merrillville, Indiana recorded October 31, 1997 as Instrument No. 97074446, and the terms and conditions contained therein.
9. Terms, conditions and provisions of Resolution No. 04-01 entitled Resolution of the Town of Merrillville Redevelopment Commission Amending the Economic Development Plan for the Town of Merrillville Economic Development Area No. 2 recorded Resolution of the Town of Merrillville Redevelopment Commission Amending the Economic Development Plan for the Town of Merrillville Economic Development Area No. 2 as document 2005110769.
10. Terms, conditions and provisions of Ordinance No. 24-22 entitled An Ordinance of the Town of Merrillville Indiana, providing that the zoning Ordinance town of Merrillville, Lake County, Indiana be amended by changing the Established C-3, Highway commercial zoning District Classification to a planned unit development Zoning District Classification recorded as document 2024-017408.
11. Relinquishment of all rights or easements of access, crossing, light, air and view over adjoining land dedicated for road purposes as F.A.I. Route 65.