

**Disclaimer: This document is provided only as a sample, a reference for community development corporations (CDCs) only to become familiar with one type of commercial mortgage. LISC is not engaged in the practice of law and does not recommend this document for use in any particular situation. Each CDC should consult with its counsel before entering into any mortgage or lease.**

**MORTGAGE AND ASSIGNMENT  
OF LEASES AND RENTS**

THIS INSTRUMENT ("Mortgage") WITNESSES: that [INSERT NAME], having its principal place of business at \_\_\_\_\_ ("Mortgagor"), in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, hereby MORTGAGES and WARRANTS to [INSERT NAME], having its principal place of business at \_\_\_\_\_ ("Mortgagee"), the real estate ("Real Estate") and property located in \_\_\_\_\_ County, State of \_\_\_\_\_, more particularly described as follows:

[INSERT LEGAL DESCRIPTION]

and commonly known as [INSERT STREET ADDRESS]

together with all rights, title and interests of Mortgagor in and to: (i) all rights, privileges, interests, tenements, hereditaments, easements and appurtenances in any way now or hereafter pertaining to the Real Estate ("Easements"); (ii) all buildings and other improvements of every kind and description now or hereafter placed on the Real Estate, together with all fixtures, machinery and other articles of personal property now or hereafter attached to or regularly used in connection with the Real Estate, and all replacements thereof ("Improvements"); (iii) all extensions, improvements, betterments, substitutes, replacements, renewals, additions and appurtenances of or to the Easements or Improvements ("Additions"); (iv) all rents, issues, proceeds, income and profits of the Real Estate, Easements, Improvements and Additions, including all payments made in connection with leases, subleases and other agreements affecting the Real Estate, Easements and Appurtenances, Improvements or Additions ("Rents"); and (v) all awards, payments or proceeds of conversion, whether voluntary or involuntary, of any of the foregoing, including, without limitation, all insurance, condemnation and tort claims ("Proceeds"). (Hereinafter, the Real Estate, Easements, Improvements, Additions, Rents, and Proceeds are referred to together as the "Mortgaged Property").

This Mortgage is given to secure performance by Mortgagor of the covenants and agreements contained in this Mortgage and to secure payment of: (i) the principal of and interest on the indebtedness evidenced by a certain promissory note ("Note"), dated \_\_\_\_\_, 20\_\_\_\_, executed and delivered by [INSERT NAME] (hereinafter referred to jointly and severally as "Borrower") to Mortgagee in the principal sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_), with the final payment due on \_\_\_\_\_, 20\_\_\_\_, ("Primary Debt"); (ii) all sums advanced and costs and expenses incurred by Mortgagee which are made or incurred pursuant to, or allowed by, the terms of this Mortgage, plus interest thereon at the rate of \_\_\_\_\_ percent (\_\_\_\_%) per annum ("Default Rate") from the date paid or incurred until reimbursement ("Advancements"); (iii) all costs of repossession, collection, disposition and reasonable attorneys' fees incurred by Mortgagee ("Costs"); (iv) all other indebtedness, obligations and liabilities of Borrower (and each of them, if more than one) to Mortgagee, now existing or hereafter arising, whether fixed or contingent, direct or indirect, primary or secondary, joint or several, and regardless of how created or evidenced ("Additional Liabilities"); and (v) any and all extensions or renewals of any of the foregoing indebtedness ("Extensions"). (Hereinafter, the Primary Debt, Advancements, Costs, Additional Liabilities and Extensions are referred together as the "Indebtedness.")

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Mortgagor hereby further covenants with the Mortgagee as follows:

1. Payment of Sums Due. Mortgagor covenants and agrees to promptly pay the principal of and interest on the Primary Debt and the other Indebtedness, as and when the payment(s) thereof become due, all without relief from valuation and appraisal laws and with attorneys' fees.

2. Care and Condition of Mortgaged Property. Mortgagor shall (a) promptly repair, restore or rebuild the Mortgaged Property, or any portion thereof, which is damaged or destroyed; (b) keep the Mortgaged Property in good condition and repair, without waste, and free from encroachments and from liens and claims not expressly subordinated to this Mortgage (other than any Prior Mortgage Lien, as described below); (c) pay when due any indebtedness which may be secured by a lien or charge on the Mortgaged Property, whether or not superior to the lien of this Mortgage; (d) comply with all requirements of law and covenants and restrictions of record applicable to the Mortgaged Property or its use; (e) permit no material change in or alteration of the design, structural character or general nature of the Real Estate and the Improvements without Mortgagee's prior written consent; and (f) permit Mortgagee to enter upon and inspect the Mortgaged Property at all reasonable times.

3. Warranties. Mortgagor covenants and warrants that: (a) Mortgagor is lawfully seized of the Real Estate in fee simple, has valid and indefeasible title to the Mortgaged Property and has a good and legal right to convey and mortgage the Mortgaged Property; and (b) the Mortgaged Property is and will remain free from all liens and encumbrances except only mortgages and liens in favor of Mortgagee and any mortgage lien specifically identified in paragraph 20 of this Mortgage (a "Prior Mortgage Lien"), and Mortgagor will warrant and defend title to the Mortgaged Property against all claims made thereon.

4. Insurance. Mortgagor will keep the Mortgaged Property insured against loss by fire, extended casualty, vandalism, malicious mischief and such other hazards as reasonably may be required from time to time by Mortgagee for the benefit and protection of Mortgagee, including comprehensive and contractual liability insurance (together, the "Required Insurance"). The Required Insurance shall be written in forms, amounts, and by companies reasonably satisfactory to Mortgagee, and losses thereunder shall be payable to Mortgagee pursuant to standard noncontributing mortgage endorsements in favor of Mortgagee. Unless otherwise agreed by Mortgagee, all policies of Required Insurance, including additional and renewal policies, shall be deposited with and held by Mortgagee. Any monies received as payment for any loss under any of the Required Insurance paid over to Mortgagee may be applied, at the option of Mortgagee, either to the prepayment of any portion, as Mortgagee may select, of the Indebtedness, without premium, or to the reimbursement of Mortgagor for expenses incurred by Mortgagor in the restoration or repair of the Mortgaged Property. Proceeds paid or payable to Mortgagor of the Required Insurance shall be applied to restoration of the Mortgaged Property in such fashion as Mortgagee reasonably may require.

5. Taxes. Mortgagor will pay and discharge or cause to be paid and discharged when due, and before any penalty attaches, all taxes (including real and personal property taxes), general and special assessments, water and sewer rents or assessments, and all other governmental and municipal charges and impositions of any kind imposed upon or assessed against Mortgagor or the Mortgaged Property, or any part thereof, or arising in respect of the occupancy, use or possession thereof. Upon request by Mortgagee, Mortgagor will deliver to Mortgagee, not later than 30 days after delinquency, duplicate receipts evidencing the payment of all such taxes, charges and assessments; provided, however, that Mortgagor shall not be required to pay any tax, assessment, or charge, the payment of which is being diligently contested in good faith and by proper proceedings and for which adequate reserves have been established.

6. Protection of Security by Mortgagee. Mortgagee may, at Mortgagee's option, but without any duty or obligation of any sort to do so and without in any way waiving or relieving any default by Mortgagor, make any payment and perform any act required of Mortgagor by this Mortgage, including but not limited to, payment of insurance premiums, taxes, assessments, repair expenses and prior liens and encumbrances. All monies so paid and all expenses incurred in connection therewith, including reasonable attorneys' fees, and any other monies advanced and expenses incurred by Mortgagee to protect the Mortgaged Property, and the security intended to be given by this Mortgage, including all costs, expenses and reasonable attorneys' 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 constitute Indebtedness secured by this Mortgage and shall be immediately due and

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payable by Mortgagor on demand and with interest thereon from and after such demand until paid in full at a rate of interest per annum equal to the Default Rate .

7. Security Agreement; Financing Statement.

(a) This Mortgage is intended to be a security agreement pursuant to the Uniform Commercial Code as adopted and in effect in the State of \_\_\_\_\_ ("**UCC**") for (i) any and all items of personal property specified above as part of the Mortgaged Property which, under applicable law, may be subject to a security interest pursuant to the UCC and which are not herein effectively made part of the real property, and (ii) any and all items of property specified above as part of the Mortgaged Property which, under applicable law, constitute fixtures and may be subject to a security interest under Article 9 of the UCC; and 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 now or hereafter secured by this Mortgage. Mortgagor agrees that Mortgagee may prepare and file financing and continuation statements and amendments thereof covering said property from time to time and in such form as Mortgagee may require to perfect and continue the perfection of Mortgagee's security interest with respect to said property. Mortgagor shall pay all costs of filing such statements and continuations, amendments and releases thereof and shall pay all reasonable costs and expenses of any record searches for financing statements Mortgagee may reasonably require. Upon the occurrence of any Default hereunder, Mortgagee shall have the rights and remedies of a secured party under the UCC, as well as all other rights and remedies available at law or in equity, and, at Mortgagee's option, Mortgagee may also invoke the remedies provided elsewhere in this Mortgage as to such property.

(b) 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. PARTS OF THE MORTGAGED PROPERTY ARE, OR ARE TO BECOME, FIXTURES ON THE REAL ESTATE.

8. Transfer of Mortgaged Property. Mortgagor shall not, without the prior written consent of Mortgagee, lease, transfer, sell, contract to sell or in any way further encumber all or any part of the Mortgaged Property or any interest therein.

9. Condemnation. If all or any part of the Mortgaged Property, is taken or damaged pursuant to an exercise, or threat of exercise, of the power of eminent domain, the entire proceeds of the award or compensation payable in respect of the part so taken or damaged are hereby assigned to and shall be paid directly to Mortgagee. The proceeds of any award or compensation actually received by Mortgagee after deduction therefrom of all costs and expenses including reasonable attorneys' fees incurred by Mortgagee in connection with the taking, at Mortgagee's option, shall be applied, without premium, in part or entirely to payment of the Indebtedness or to restoration of the Mortgaged Property.

10. Default and Acceleration. Time is of the essence of this Mortgage. Upon the occurrence of any "Event of Default" (as defined below), and at any time thereafter, then, in any and every such case, the entire Indebtedness shall, at the option of Mortgagee, become immediately due and payable without any notice, presentment, demand, protest, notice of protest, or other notice of dishonor or demand of any kind, all of which are hereby expressly waived by Mortgagor, and Mortgagee shall have the right immediately to foreclose the mortgage lien created by this Mortgage against the Mortgaged Property, to enforce every other security interest created by this Mortgage and to institute any action, suit or other proceeding which Mortgagee may deem necessary or proper for the protection of its interests. The following shall each constitute an "Event of Default" for purposes of this Mortgage:

(a) Default: (i) in the payment when due of any of the Indebtedness, or (ii) in the performance any covenant or term of this Mortgage;

(b) Lease, sublease, assignment, sale, contracting for sale, transfer or encumbrance of all or any part of the Mortgaged Property, without Mortgagee's prior written consent;

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(c) If Mortgagor or Borrower (or any one of them, if more than one) becomes the subject of an order for relief under the United States Bankruptcy Code, takes any action to obtain relief under the United States Bankruptcy Code, files an answer admitting bankruptcy or insolvency or in any manner is adjudged bankrupt or insolvent;

(d) Any part of the Mortgaged Property or all or any substantial part of the property or assets of Borrower (or any one of them, if more than one) is placed in the hands of any receiver or trustee, or Borrower (or any one of them, if more than one) consents, agrees or acquiesces to the appointment of any such receiver or trustee;

(e) Institution of proceedings to enforce or foreclose any Prior Mortgage Lien or any other mortgage or lien upon all or any part of the Mortgaged Property; [and]

(f) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

11. Possession of Mortgaged Property During Default. During the continuance of any Event of Default, Mortgagee (or any person, firm or corporation designated to act on behalf of Mortgagee), with the irrevocable consent of Mortgagor herein given (a) may enter into and upon all or any part of the Mortgaged Property, may exclude Mortgagor therefrom and may hold, use, administer, operate, manage and control the Mortgaged Property, exercise all rights, privileges and powers of Mortgagor with respect thereto and conduct the business thereof, all to the same extent Mortgagor could do so, and (b) at the expense of Mortgagor and from time to time, may maintain and restore or complete the Improvements and in the course of completion may make such changes in the Improvements as Mortgagee deems desirable. Mortgagee shall be entitled to collect and receive all the Rents and to deduct therefrom the expenses of operating and conducting the business of the Mortgaged Property and of all maintenance, repairs, renewals, replacements, alterations, additions, betterments and improvements and amounts necessary to pay for taxes, assessments, Required Insurance and prior or other proper charges upon the Mortgaged Property as well as reasonable compensation for the services of Mortgagee. Any expenses of operating and conducting the business of the Mortgaged Property or as are otherwise incurred by Mortgagee pursuant to the provisions of this paragraph which remain unpaid after application of such Rents shall constitute Indebtedness secured by this Mortgage and shall be immediately due and payable by Mortgagor without notice and with interest thereon at the Default Rate. If Mortgagee shall exercise its rights as stated in this paragraph, Mortgagee shall apply the net amounts received or collected by it, after payment of expenses as aforesaid, to the payment of the Indebtedness, when and as the same shall become due and payable.

12. Foreclosure and Application of Proceeds. All costs and expenses which may be paid or incurred by or on behalf of Mortgagee in connection with the enforcement or foreclosure of this Mortgage and the collection of the Indebtedness (including without limitation) reasonable attorneys' fees, appraisers' fees, outlays for documentary and expert evidence, publication costs and cost of procuring all title searches, policies and examinations and similar data and assurances with respect to title) shall constitute Advancements, and shall be immediately due and payable by Mortgagor, with interest thereon at the Default Rate, and shall be allowed and included as Indebtedness in the judgment for sale. The proceeds of any foreclosure sale of the Mortgaged Property shall be distributed and applied in the following order or priority: First, on account of all Advancements incident to the foreclosure proceedings and all Costs; second, all other items which under the terms of this Mortgage constitute Indebtedness additional to the Primary Debt; third, all principal, interest and other amounts remaining unpaid on the Primary Debt; and fourth, any remainder to the person or persons entitled thereto as determined by the court in the foreclosure proceedings.

13. Foreclosure Proceedings and Receiver. Upon the commencement of any proceedings to foreclose this Mortgage, Mortgagee shall be entitled forthwith to the appointment of a receiver or receivers, as a matter of right, 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. Mortgagee shall be entitled to recover judgment either before or 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 the exercise of any other right, power or remedy for the enforcement of this Mortgage, or the foreclosure of the lien of this Mortgage.

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14. No Exclusive Remedy. Each and every right, power and remedy conferred upon or reserved to Mortgagee in this Mortgage is cumulative and shall be in addition to every other right, power and remedy given in this Mortgage or now or hereafter existing at law or in equity. No delay or omission of Mortgagee in the exercise of any right, power or remedy shall be construed to be a waiver of any Event of Default or any acquiescence therein.

15. 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 and tenancies now existing or hereafter entered into by and between Mortgagor and each and any tenant, lessee or sublessee of the Mortgaged Property or any part thereof ("**Leases**"), and all rents, issues, income and profits of the same including without limitation all rentals reserved in any of the Leases now or hereafter due and any amendments, modifications, extensions and renewals thereof.

Until the occurrence of an Event of Default, Mortgagor shall have the right to collect and receive, upon but not prior to accrual, all rents, issues and profits under and from the Leases and with respect to the Mortgaged Property. Subject to the rights of tenants in possession, upon or at any time after the occurrence of an Event of Default, Mortgagee at its option and without notice or demand, may enter upon, take possession of and operate the Mortgaged Property, as lessor, enforce, modify, and accept the surrender of any or all of the Leases, obtain and evict any of the lessees or sublessees under any of the Leases, fix or modify rents, and do any acts which Mortgagee deems proper to protect the security hereof, and, in its own name, sue for or otherwise collect and receive all rents, issues and profits due to Mortgagor under or pursuant to the Leases, including 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 of any of the Indebtedness from any obligation. 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 request, demand, enforce payment of, collect and receive the rentals payable under the Leases, to change, modify, release, waive, terminate, alter, or amend the Leases or any of the terms or provisions thereof, including the rentals thereunder, to endorse any checks, drafts or orders evidencing payment of rentals under the Leases, and to do and perform any acts which Mortgagor might do for and on Mortgagor's own behalf.

All rents collected by Mortgagee or a receiver pursuant to this paragraph 15 shall be applied first to the costs of taking control of, and managing and operating the Mortgaged Property and collecting the rents, including, but not limited to, reasonable attorneys' 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 and then toward payment of the Indebtedness secured hereby. Mortgagee shall have access to the books and records used in the operation and maintenance of the Mortgaged Property and shall 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 anything done or left undone by Mortgagee under the assignment made by this Paragraph 15, unless such liability results from the willful misconduct or bad faith of Mortgagee.

If the rents of the Leases are not sufficient to meet the costs of taking control of and managing the Mortgaged Property and collecting the rents, any funds expended by Mortgagee for such purposes shall become Indebtedness of Mortgagor to Mortgagee secured by this Mortgage, and such amounts shall be payable upon notice from Mortgagee to Mortgagor requesting payment thereof and shall bear interest from the date of disbursement until repaid at the Default Rate.

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 Default or invalidate any other right or remedy of Mortgagee hereunder.

(b) Mortgagor hereby covenants and warrants to Mortgagee that (i) Mortgagor is and will remain the lawful owner of the Leases and has not made any prior assignment of Mortgagor's right, title and interest in, to and under any of the Leases (except the Prior Mortgage Liens); (ii) Mortgagor has not accepted any

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advance rental payments under the Leases other than one month's advance and security deposits; (iii) Mortgagor has not executed or granted and will not grant any oral modification or amendment of any of the Leases without the prior written consent of Mortgagee, which consent shall not be unreasonably withheld or delayed; and (iv) Mortgagor has not done and will not do anything which impairs the validity or security of this assignment.

(c) The assignment made by this Paragraph 15 shall not operate to release or relieve Mortgagor, as lessor under the Leases, from the full performance of all of Mortgagor's obligations and covenants under the Leases. Mortgagor shall: faithfully abide by, perform and discharge each and every material obligation, covenant and agreement to be performed by Mortgagor under the Leases; give prompt notice to Mortgagee of any notice of claim of material default on the part of Mortgagor given or made by any tenant under any of the Leases; and, at the sole cost and expense of Mortgagor, enforce, short of termination of the Leases, or secure the performance of, each and every material obligation, covenant, condition and agreement to be performed by the tenants under the Leases. Without the prior written consent of Mortgagee, Mortgagor shall not further encumber its rights, title and interest in and to the Leases. Except in the ordinary course of Mortgagor's business, Mortgagor shall not anticipate rentals under the Leases or waive, excuse, condone or in any manner release or discharge any lessee thereunder, of or from the material obligations, covenants, conditions and agreements to be performed by such lessees, including the obligation to pay rentals in the manner and at the place and time specified therein.

(d) Mortgagor shall, at Mortgagor's sole cost and expense, appear in and defend any action or proceeding arising under, growing out of or in any manner connected with the Leases or the obligations, duties or liabilities of Mortgagor or the lessees or sublessees under the Leases, and shall pay all costs and expenses on demand, with interest thereon after such demand until paid in full at the Default Rate, including reasonable attorneys' fees incurred by Mortgagee in any such action or proceeding in which Mortgagee may appear, all such expenses being Indebtedness secured by this Mortgage.

(e) After the occurrence 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 reasonable attorneys' fees, and the same shall be payable upon demand, with interest thereon from the date paid or incurred at the Default Rate, and shall be Indebtedness secured by this Mortgage.

(f) 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 default or from any other act or omission of the Mortgagee in managing the Mortgaged Property after default, unless such loss is caused by the willful misconduct and bad faith of Mortgagee. Mortgagor agrees to indemnify Mortgagee against and hold it harmless from any and all liability, loss or damage which it may or might incur under the Leases or under or by reason of this assignment and of and from any and all claims and demands whatsoever which may be asserted against Mortgagee by reason of any alleged obligation or undertaking on its part to perform or discharge any of the terms, covenants or agreements contained in the Leases, unless such liability or claim arises as a result of Mortgagee's willful misconduct or bad faith. Except for liability, claims or demands arising from Mortgagee's willful misconduct or bad faith, in the event Mortgagee incurs any such liability, loss or damage, the amount thereof, including costs, expenses and reasonable attorneys' fees, such amount shall be payable by Mortgagor upon demand, with interest after such demand until paid in full at the Default Rate, all of which is Indebtedness secured by this Mortgage. 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.

(g) Mortgagor hereby authorizes and directs each and every tenant and occupant of the Mortgaged Property, or any part thereof, upon receipt from Mortgagee of written notice to the effect that an Event of Default exists under this Mortgage and such tenant is to pay over to Mortgagee all rents, income and profits arising or accruing from the Mortgaged Property, and to continue to do so until otherwise notified by the Mortgagee. Mortgagor agrees to facilitate in all reasonable ways Mortgagee's collection of such rent, and upon request will

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execute a written notice to each tenant and occupant directing payment to the Mortgagee. Upon the payment in full of all of the Indebtedness secured hereby, the assignment made in this Paragraph 15 shall terminate.

16. Provisions Severable. In the event any one or more of the provisions of this Mortgage for any reason shall be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Mortgage, but this Mortgage shall be construed as if such invalid, illegal or unenforceable provisions had never been contained in this Mortgage.

17. Notices. All notices pursuant to this Mortgage shall be in writing and shall be deemed to have been sufficiently given or served for all purposes when presented personally or sent by registered or certified United States mail, addressed to Mortgagor at the following address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

and to Mortgagee at the following address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

or at such other place as either party may, by notice in writing, designate as a place for service of notice.

18. Successors and Assigns. This Mortgage shall (a) run with the land, (b) apply and extend to, be binding upon and inure to the benefit of Mortgagor, Mortgagor's heirs, administrators, successors and assigns and all persons claiming under or through Mortgagor, and the word "Mortgagor" shall include all such persons, and (c) shall apply and extend to, be binding upon and inure to the benefit of Mortgagee and Mortgagee's successors and assigns. The word "Mortgagee" shall include the successors and assigns of Mortgagee, and the holder or holders, from time to time, of the Note and any other Indebtedness instruments.

19. Miscellaneous. The captions in this Mortgage are for convenience only and do not define or limit the provisions of this Mortgage. All changes to this Mortgage must be in writing signed by Mortgagee and, if this Mortgage is recorded, shall not be effective until being recorded. 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.

20. Identification of Prior Mortgage Lien/Additional Provisions. [INSERT DESCRIPTION OF PRIOR MORTGAGES]

IN WITNESS WHEREOF, Mortgagor has executed this Mortgage this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

[Individual Signature Block]

Mortgagor:

Signature: \_\_\_\_\_  
Printed: \_\_\_\_\_

[Organization Signature Block]

Mortgagor:

By: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Printed: \_\_\_\_\_  
Title: \_\_\_\_\_

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[Individual Acknowledgment]

STATE OF INDIANA            )  
  ) SS:  
COUNTY OF \_\_\_\_\_ )

Before me, a Notary Public in and for the State of \_\_\_\_\_, personally appeared \_\_\_\_\_, who acknowledged the execution of the foregoing Mortgage, and who, having been duly sworn, stated that any representations contained therein are true.

WITNESS my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Printed

I am a resident of  
\_\_\_\_\_ County, \_\_\_\_\_.

My commission expires:  
\_\_\_\_\_

[Organization Acknowledgment]

STATE OF INDIANA            )  
  ) SS:  
COUNTY OF \_\_\_\_\_ )

Before me, a Notary Public in and for the State of \_\_\_\_\_, personally appeared \_\_\_\_\_, the \_\_\_\_\_ of \_\_\_\_\_, who, having been first duly sworn, acknowledged the execution of the foregoing Mortgage on behalf of said \_\_\_\_\_, and stated that any representations contained therein are true.

WITNESS my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Printed

I am a resident of  
\_\_\_\_\_ County, \_\_\_\_\_.

My commission expires:  
\_\_\_\_\_

After recording, return to: \_\_\_\_\_

This instrument was prepared by \_\_\_\_\_.