

2
NOT RELEASED
AS OF 8/4/11

RECORDER
VANDERBURGH COUNTY
BETTY KNIGHT SMITH

2008R00030372

11/21/2008 11:40AM

RECORDING FEE: \$38.00
PAGES: 13

**FIFTH THIRD BANK
COMMERCIAL REAL ESTATE
MORTGAGE AND ASSIGNMENT OF LEASES**

THIS INDENTURE WITNESSETH, That as of this 19th day of November, 2008, **CITY CENTRE PROPERTIES, LLC**, a limited liability company organized and existing under the laws of the State of Indiana, with its principal place of business in the City of Indianapolis, State of Indiana, (hereinafter referred to as "BORROWER"), BORROWER hereby **MORTGAGES AND WARRANTS** unto **FIFTH THIRD BANK**, a Michigan banking corporation, with a place of business at 20 NW Third Street in the City of Evansville, State of Indiana, (hereinafter referred to as "LENDER"), the real estate (hereinafter referred to as "MORTGAGED PREMISES") located in Vanderburgh County, State of Indiana, to-wit:

SEE LEGAL DESCRIPTION ATTACHED AS EXHIBIT A

together with all and singular, the buildings and improvements, streets, lanes, alleys, easements, passages, walkways, water, water courses, rights, liberties, privileges, hereditaments, and appurtenances whatsoever belonging to the aforesaid premises, or in any wise pertaining thereto, and the issues, profits, reversions and remainders thereof; and together with all fixtures appurtenant thereto, owned by BORROWER.

TO HAVE AND TO HOLD THE MORTGAGED PREMISES, and all appurtenances thereof unto the Lender, IN FEE SIMPLE, forever.

BORROWER covenants that BORROWER is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the MORTGAGED PREMISES and that the MORTGAGED PREMISES are unencumbered, except for encumbrances of record. BORROWER warrants and will defend generally the title to the MORTGAGED PREMISES against all claims and demands subject to any encumbrances of record.

This Mortgage is given to secure the performance of the provisions hereof and the payment of the indebtedness of BORROWER, to LENDER as evidenced by the following:

Commercial Term Promissory Note of even date herewith executed by BORROWER in favor of LENDER in the original principal amount of **One Million Six Hundred Thirty-Three Thousand Eight Hundred Sixty-Two Dollars and No Cents (\$1,633,862.00)** ("Note"), which has a maturity date of November 10th, 2010;