

(3)

NOT Released
AS OF 8/4/11

RECORDER
VANDERBURGH COUNTY
BETTY KNIGHT SMITH

2008R00030373

11/21/2008 11:40AM

RECORDING FEE: \$26.00
PAGES: 7

REAL ESTATE MORTGAGE

This indenture witnesseth that CITY CENTRE PROPERTIES, LLC, an Indiana limited liability company with its office in Evansville, Vanderburgh County, Indiana ("Mortgagor") mortgages and warrants to the **City of Evansville, Indiana, by and through the Evansville Redevelopment Commission** ("Mortgagee"), the following described real estate located in the County of Vanderburgh, State of Indiana (hereinafter referred to as the "Mortgaged Premises"):

LEGAL DESCRIPTION

Lots Seven (7), Eight (8), Forty-one (41), and Forty-two (42) in the Original Plan of the City of Evansville, as per plat thereof, recorded in Deed Record B, Pages 207 and 208 and as per corrected plat recorded in Plat Book A, Pages 123 and 124 and transcribed of record in Plat Book E, Pages 4 and 5 in the Office of the Recorder of Vanderburgh County, Indiana.

(Included within Lot 42 is that part which was formerly an alley and which alley was vacated pursuant to Ordinance No. G-97-14 recorded in Deed Drawer 11, Card 1489 in the office of the Recorder of Vanderburgh County, Indiana.)

Also a Twelve (12) foot alley lying between Lots 7, 8, 41 and 42, which alley was vacated pursuant to Declaratory Resolution 10-1916 and Ordinance No. G-97-14 recorded August 25, 1997 in Deed Drawer 11, Card 1489 in the office of the Recorder of Vanderburgh County, Indiana.

to secure the performance of the provisions hereof and:

- a. To secure the payment of any indebtedness of Mortgagor to Mortgagee under and pursuant to a Development Agreement of October 2, 2007.
- b. To secure the duties and obligations of Mortgagor to Mortgagee under and pursuant to an Exclusive License Agreement effective November 1, 2008.
- c. Also securing any renewal or extension of such indebtedness or obligations;
- d. Also securing all indebtedness or liabilities incurred by the holder hereof for the protection of this security or for the collection of this Mortgage.

In the event Mortgagor defaults on the Development Agreement, this Mortgage shall secure payment of all sums thereby due from Mortgagor to Mortgagee as well as any other obligations. Said Development Agreement is hereby incorporated herein as if fully set forth.

Mortgagor waives presentment for payment, protest, notice of protest, and notice of nonpayment of the indebtedness secured by this Mortgage. Mortgagor further covenants and agrees as follows:

- 1. **Additional Collateral.** The Mortgaged Premises as described herein shall also include all tenements, hereditaments, rights, privileges, interests, easements, and appurtenances