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Instrument #: 2017-08139
08/11/2017 10:29:28 AM Total Pages: 14
M MORTGAGE
Recording Fee: \$ 72.00
Stacie Herridge, Recorder, Story County Iowa



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Tax Parcel No. 02-07-400-140

OPEN END COMMERCIAL MORTGAGE AND SECURITY AGREEMENT
(SECURES FUTURE ADVANCES)

Mortgagor: TNL DEVELOPMENT, LLC, a Pennsylvania limited liability company

Mortgagee: BRANCH BANKING AND TRUST COMPANY (hereinafter referred to as "Mortgagee"), a North Carolina banking corporation

Legal description of this document is found on page 14.

OPEN END COMMERCIAL MORTGAGE AND SECURITY AGREEMENT
(SECURES FUTURE ADVANCES)

Made as of August 9, 2017, by and from TNL DEVELOPMENT, LLC, a Pennsylvania limited liability company, with an address at 1194 Main Street, Blue Ball, PA 17506-0127 (the "Mortgagor" or "Company"), to BRANCH BANKING AND TRUST COMPANY, a North Carolina banking corporation, with its place of business at 200 West Second Street, Winston Stale, NC 27101 (the "Mortgagee", "Bank" or "Lender").

Background

A. Mortgagor and TNL PA, LLC, a Pennsylvania Limited Liability Company (the "**Borrower**") have entered into a certain Loan Agreement dated the date hereof (such loan agreement, and any and all amendments, restatements, supplements, or modifications thereto and substitutions therefor, shall be referred to hereinafter as the "Loan Agreement").

B. Pursuant to the Loan Agreement, Borrower has executed and delivered to Mortgagee a certain Promissory Note dated the date hereof (which promissory note, together with any amendments, restatements, modifications, or supplements thereto or any renewals or substitutions thereof (including, without limitation of the foregoing, any that increase or decrease the interest rate thereon or extend or otherwise modify the payment schedule with respect thereto), shall, as so amended, modified, supplemented, renewed or substituted, be referred to herein as the "Note"), wherein Mortgagor promises to pay to Mortgagee the principal sum of Four Million Nine Hundred Forty-Three Thousand, Three Hundred Sixty-Four Dollars (\$4,943,364) lawful money of the United States of America, with interest thereon at the rates and times, in the manner and according to the terms and conditions specified in the Note, all of which are incorporated herein by reference.

C. Mortgagee has agreed to disburse the proceeds of the Note to Borrower pursuant to the terms and conditions of the Loan Agreement.

D. The obligations of Mortgagor to Mortgagee under the Note are to be secured by that certain Guaranty Agreement of Company in favor of Bank (the "**Guaranty**"). The obligations of Company to Bank under the Guaranty are to be secured by the Mortgage.

WHEREAS, it is a condition of the obligation of the Bank to make the Loan that this Mortgage shall have been executed and delivered by the Mortgagor to the Bank (the "Mortgage").

A. Grant of Mortgage. To secure the payment and performance to Mortgagee of the Liabilities (as defined below), Mortgagor, intending to be legally bound, hereby grants, sells and conveys to Mortgagee, its successors and assigns, all that certain real estate known as that certain tract of land, with improvements, situate in Story City, County of Story, State of Iowa, as more particularly described in Exhibit A attached hereto and incorporated herein by reference (the "Premises").

TOGETHER WITH present and future buildings and improvements located on the Premises and any alterations, additions or improvements to any of them; all fixtures, furniture, furnishings, machinery, equipment, accessories, tools, appliances and apparatus and other articles of tangible personal property, and any and all replacements, substitutions, accessions or additions to any of them now or hereafter installed or located in or upon, or used in connection with, the Premises; all building materials, building machinery and equipment; and all proceeds (cash and non-cash) of any of the foregoing including, without limitation, insurance proceeds; and all tenements, hereditaments and appurtenances belonging or appertaining to the Premises; and all streets, alleys, lanes, passages, ways, waters, watercourses and all leasehold estates, easements and covenants now existing or hereafter created for the benefit of Mortgagor or any subsequent owner or tenant of the Premises over any ground adjoining the Premises, and all rights to enforce the maintenance thereof, and all rights, liberties and privileges of every kind or character and all reversions and remainders, income, rents, issues and profits arising therefrom; and all of the estate, right, title, interest, property, possession, claim and demand whatsoever, at law or in equity, of Mortgagor in and to the Premises or any part thereof (all of the foregoing being hereafter collectively referred to as the "Mortgaged Property").

TO HAVE AND TO HOLD the same unto the Mortgagee, its successors and assigns, forever.

PROVIDED, HOWEVER, that if Mortgagor shall pay and perform the obligations of Mortgagor hereunder and under the terms of the Note and the Guaranty, and shall keep and perform each of the other covenants and agreements set forth herein, in the Note and in the Guaranty, then this Mortgage and the estate hereby granted and conveyed shall be discharged and become void.

B. Liabilities. The term "Liabilities" includes: (a) all amounts at any time owing under the Note, the Guaranty and this Mortgage, including all substitutions, extensions, renewals and modifications hereof and thereof and all interest, late charges, penalties and fees of any and all types owing or payable hereunder and thereunder; (b) all costs and expenses incurred by Mortgagee in the collection or enforcement of this Mortgage; and (c) all future advances made by Mortgagee for taxes, levies, insurance and repairs to or maintenance of the Mortgaged Property. This Mortgage and the Mortgaged Property shall secure all Liabilities until all Liabilities have been paid and satisfied in full and shall continue in full force and effect until a release or satisfaction signed by Mortgagee with respect to the Mortgaged Property has been filed.

C. Future Advances. **THIS MORTGAGE SECURES FUTURE ADVANCES.** The Liabilities include all liabilities arising at any time or times after the date of this Mortgage whether or not Mortgagee is obligated to make future loans or advances to Mortgagor and whether or not any reference is made to this Mortgage at the time such loans or advances are made and even if such amounts exceed the face amount of the Note.

D. Warranty of Title. Mortgagor warrants and represents to Mortgagee that: Mortgagor owns fee simple title to the Mortgaged Property free and clear of all security interests, liens, claims and encumbrances; Mortgagor has full right and authority to grant this Mortgage and to perform its obligations hereunder; this Mortgage creates a valid and enforceable first lien upon the Mortgaged Property; and Mortgagor will maintain and preserve at all times good and

marketable title to the Mortgaged Property free and clear of any security interest, lien, claim or encumbrance and will warrant and defend such title against all claims and demands.

E. Payment and Performance. Mortgagor covenants and agrees to pay to Mortgagee all principal and interest and other sums required to be paid under this Mortgage, the Note and the other Liabilities, in accordance with their respective terms and conditions; to perform and comply with all covenants, agreements, terms, conditions and provisions set forth in this Mortgage, the Note and all other agreements, documents and instruments executed and delivered to Mortgagee in connection herewith and therewith (collectively, the "Collateral Documents") including, without limitation, the Guaranty; and to timely perform all of its obligations and duties as landlord under any lease of all or any portion of the Mortgaged Property now or hereafter in effect.

F. Taxes. Mortgagor covenants and agrees to pay when due all taxes, claims, assessments, sewer rents, water rents, ground rents, mechanics' liens and all other debts, liens, charges and claims which may be assessed or levied on or against the Mortgaged Property which may, by any present or future law, obtain lien or payment priority over or parity with this Mortgage or the debt secured hereby; provided, that the Mortgagor shall have the right to contest such taxes, claims, assessments, sewer rents, water rents, ground rents, mechanics' liens and all other debts, liens, charges and claims in good faith by appropriate proceedings if the Mortgagor shall have escrowed, with an escrow agent reasonably satisfactory to the Mortgagee, funds sufficient, in the reasonable estimation of the Mortgagee, to satisfy the amount of such claim and any potential interest charges, fines or other liabilities and shall have provided such further assurances as are reasonably required by the Mortgagee. If Mortgagor fails to make such payments, Mortgagee, at its sole option, may elect to pay such taxes or other charges and shall provide the Mortgagor with notice of any such payments in advance or at the time of such payments.

G. Maintenance. Mortgagor covenants and agrees to keep and maintain the Mortgaged Property in good order and condition and to repair and restore the Mortgaged Property from time to time as and when necessary; to abstain from and prevent the removal, demolition, destruction or structural alteration of the Mortgaged Property without the Mortgagee's prior written consent, not to cause or permit the Mortgaged Property to become abandoned nor to cause or permit the commission of any waste in, about or to the Mortgaged Property; to permit Mortgagee's authorized representatives to enter upon, inspect and appraise the Mortgaged Property at any reasonable time; to continue to use the Mortgaged Property in the same manner and for the same purposes except as otherwise approved in writing by Mortgagee; and not to construct any new structures or facilities on the Premises, except with the prior written approval of the Mortgagee. All inspections conducted by or for Mortgagee shall be for the sole and exclusive benefit of Mortgagee, and the right to conduct inspections shall not be construed to impose any duty on Mortgagee to conduct inspections for the benefit of, or to disclose the results of any inspections to, Mortgagor or any other person whatsoever.

H. Insurance. Mortgagor covenants and agrees to keep the Mortgaged Property, including title thereto, continually insured against such risks and casualties and in such form, substance and amounts as Mortgagee or applicable law may require (including, without limitation, the insurance coverages described in the Guaranty) with insurance companies satisfactory to Mortgagee, which policies shall designate Mortgagee as Mortgagee/loss payee

and shall provide for at least thirty (30) days' prior written notice of cancellation to Mortgagee. Mortgagor shall deliver written evidence of all required insurance to Mortgagee.

Mortgagor covenants and agrees to give Mortgagee prompt notice of any loss. Mortgagee may, at its sole option, elect to make proof of loss if not made promptly by Mortgagor, and may take any other action that Mortgagee deems necessary to preserve Mortgagor's or Mortgagee's rights under any insurance policy covering the Mortgaged Property.

Mortgagor hereby assigns and transfers to Mortgagee all sums payable at any time or times under any insurance covering the Mortgaged Property, and authorizes and instructs each insurance company to make payment directly to Mortgagee, at Mortgagee's sole option, and Mortgagor appoints Mortgagee irrevocably as Mortgagor's attorney-in-fact to endorse any draft therefor; Mortgagee may apply such proceeds to the Liabilities; provided, however, that the proceeds payable pursuant to the policy of fire insurance shall be made available for repair, restoration and reconstruction of the Mortgaged Property then subject to the lien of this Mortgage, provided:

- (i) There does not exist an uncured Event of Default under the Guaranty;
- (ii) The insurer does not deny liability to the insured;
- (iii) Mortgagor shall promptly furnish to Mortgagee plans and specifications for the repair, restoration and reconstruction of the Mortgaged Property by such architect as shall be selected and engaged by Mortgagor, which architect and the plans and specifications shall be subject to the reasonable approval of Mortgagee;
- (iv) The Mortgagee under any other mortgage on the Mortgaged Property shall have consented to use of the insurance proceeds for such repair, restoration or reconstruction;
- (v) Mortgagor will submit evidence satisfactory to Mortgagee that the repair, restoration or reconstruction will be completed within a reasonable time (not to exceed eighteen (18) months or the maturity date of the obligations secured hereby whichever is sooner) after the fire or other occurrence causing the loss;
- (vi) Prior to the commencement of such repair, restoration and/or reconstruction, Mortgagor shall take all steps necessary to avoid the imposition of any mechanics' liens on the Mortgaged Property and Mortgagee shall be provided with mechanics' lien waivers and insurance (if available) and an acceptable surety bond insuring satisfactory completion of the repair, restoration, or reconstruction;
- (vii) The repair, restoration or reconstruction shall be completed in a manner reasonably satisfactory to Mortgagee;
- (viii) During such period of repair, restoration, or reconstruction, all insurance proceeds shall be invested by Mortgagee at the direction of Mortgagor, provided that Mortgagee shall have a right to reject any investments deemed unsatisfactory to it;
- (ix) Mortgagor shall submit evidence satisfactory to Mortgagee that the proceeds payable pursuant to the policy of insurance required hereunder shall be sufficient to restore the

Mortgaged Property to substantially the same condition as existed prior to the occurrence of the loss or damage thereto or, if such proceeds are not sufficient therefor, Mortgagor shall, prior to the commencement of such restoration, repair or reconstruction, submit evidence satisfactory to Mortgagee that sufficient additional funds are available to Mortgagor to cover all costs of such restoration, repair or reconstruction not covered by the insurance proceeds;

(x) Mortgagor shall submit to Mortgagee either of the following:

(i) evidence satisfactory to mortgagee that mortgagor is in adequate financial condition and has the financial resources to pay the principal and interest payments due under the Liabilities as they come due during such period of repair, restoration and reconstruction, or

(ii) proof to Mortgagee that valid and enforceable business interruption or rental loss insurance is in effect in an amount and for a period of time which will allow Mortgagor to continue to service the principal indebtedness and all interest charges and payments due under the Liabilities during such period of reconstruction, repair or restoration;

(xi) Mortgagee shall release such insurance proceeds to Mortgagor upon written request of Mortgagor, in a form satisfactory to Mortgagee, accompanied by such documentation and other evidence that the repair, restoration or reconstruction is progressing satisfactorily and in accordance with the plans and specifications approved by Mortgagee as Mortgagee may reasonably require, which may include without limitation, an architect's certification and invoices for materials and labor furnished by contractors performing the repair, restoration and reconstruction; and

(xii) Mortgagor shall have delivered to Mortgagee an as-built appraisal based upon the plans and specifications indicating that the fair market value of the Mortgaged Property as restored will equal or exceed the fair market value of the Mortgaged Property prior to the casualty loss.

Subject to the foregoing, the insurance proceeds, net of the cost of adjusting and collecting, shall be advanced pursuant and subject to the provisions and conditions of this Mortgage. Upon completion of such repair, restoration, or upon the occurrence of an Event of Default under the Guaranty, any portion of the insurance proceeds remaining unexpended shall be applied by Mortgagee in its sole discretion to the payment of the unpaid principal balance of the Liabilities, to accrued and unpaid interest, if any, on account of the unpaid principal sum, or to other sums due hereunder or under the Liabilities, all of the foregoing in such order as Mortgagee may elect. In the event that conditions (i) through (ix) above are not fully complied with within ninety (90) days after the fire or other occurrence causing the loss or within a longer period (not to exceed one hundred eighty (180) days) if, in the reasonable estimation of the Mortgagee, the Mortgagor is promptly and diligently pursuing satisfaction of those conditions and there is a reasonable likelihood of Mortgagor doing so, and with regard to all other insurance proceeds (other than proceeds payable under the aforesaid fire insurance policy), all insurance proceeds may be applied by Mortgagee in its sole discretion to the payment of accrued and unpaid interest, if any, on account of the unpaid principal sum, or to other sums due hereunder or under the Liabilities or the Guaranty, all of the foregoing in such order as Mortgagee may elect. Such policies of and all renewals thereof are hereby assigned to Mortgagee as additional security for payment of the indebtedness hereby secured and Mortgagor hereby agrees that any values

available thereunder upon cancellation or termination of any said policies or renewals, whether in the form of return of premiums or otherwise, shall be payable to mortgagee as assignee thereof. If Mortgagee becomes the owner of the Mortgaged Property or any part thereof by foreclosure or otherwise, such policies, including all right, title and interest of Mortgagor thereunder, shall become the absolute property of Mortgagee.

I. Expenses. Mortgagor covenants and agrees to pay or reimburse Mortgagee at any time upon demand by Mortgagee for all reasonable expenses incurred by Mortgagee: (a) to perfect and protect Mortgagee's interest in the Mortgaged Property; (b) to preserve, protect, care for and insure the Mortgaged Property; and (c) to foreclose on this Mortgage and to prosecute foreclosure proceedings to judgment, execution and sale including, without limitation, reasonable attorneys' fees, filing and recording fees, taxes and costs of appraisal. All amounts advanced by Mortgagee for the foregoing purposes shall be reimbursed by Mortgagor upon Mortgagee's demand and shall bear interest from the date of advance at a rate two percent (2%) per annum above the highest rate then payable on any of the Liabilities. The Mortgaged Property shall also secure all advances made and all costs and expenses incurred by Mortgagee for any of the foregoing purposes.

J. Condemnation. Mortgagor hereby assigns to Mortgagee all proceeds of any award of damages or settlement proceeds in connection with any condemnation or other taking of the Mortgaged Property or any part thereof, or payment for any conveyance in lieu of condemnation, and all such awards shall be paid directly to Mortgagee which may retain and apply the same in such order and amounts as Mortgagee elects to reduce any of the Liabilities (whether or not any of the Liabilities are then due and payable); provided, however, that Mortgagee shall disburse the same to or for the benefit of the Mortgagor or for the purpose of repairing, restoring or rebuilding the appropriated property under the same terms and conditions of Section H above. Mortgagor shall not make any settlement for damages sustained without Mortgagee's prior written consent, and upon an Event of Default, Mortgagee shall have the right to prosecute to final determination or settlement, appeal or take other appropriate action concerning an initial award of damages, and Mortgagee is hereby irrevocably appointed Mortgagor's attorney-in-fact for such purpose. All expenses of such proceedings including reasonable attorneys' fees shall be paid first out of the proceeds of such proceedings and any excess of such proceeds over such expenses shall be applied against the Liabilities in such order and amounts as Mortgagee in its sole discretion elects (whether or not any of the Liabilities are then due and payable). Receipt by Mortgagee of proceeds less than the full amount of the total Liabilities shall not alter or modify the Mortgagor's obligations under this Mortgage or the Liabilities. Nothing contained in this Section J shall limit the rights otherwise available to Mortgagee at law or in equity, including the right to intervene as a party to any condemnation proceeding.

K. Additional Covenants.

(i) Additional Taxes. In the event any documentary stamp or other tax or assessment is at any time imposed or assessed on or against this Mortgage or any other of the Liabilities or directly or indirectly on Mortgagee, Mortgagor shall pay such stamp, tax or assessment and any interest or penalty thereon upon demand by Mortgagee; provided, that the Mortgagor shall have the right to contest such assessments in good faith by appropriate proceedings if the Mortgagor shall have escrowed, with an escrow agent reasonably satisfactory to the Mortgagee, funds

sufficient, in the reasonable estimation of the Mortgagee, to satisfy such assessment and any potential fine, interest charges or other liabilities and shall provide such further assurances as are reasonably required by the Mortgagee.

(ii) Compliance. Mortgagor covenants and agrees to comply with all laws concerning the Mortgaged Property and with all rules, regulations and orders issued pursuant thereto and with all provisions of each policy of insurance applicable to Mortgagor, the Mortgaged Property or the use, occupancy, possession, operation, maintenance, alteration and repair of the Mortgaged Property.

(iii) Declaration of No Set-Off. At any time and from time to time as Mortgagee may request, Mortgagor shall certify to Mortgagee or to any proposed assignee of this Mortgage in writing duly acknowledged, the amount of principal, interest and other charges then owing on the Liabilities and whether there are any counterclaims, set-offs or defenses against any of them and what, if any, set-offs and defenses exist against the Liabilities secured by this Mortgage.

(iv) Required Notices. Mortgagor shall notify Mortgagee promptly of the occurrence of: (1) a fire or other casualty to or theft or loss of all or any material part of the Mortgaged Property; (2) receipt of notice of condemnation or taking of all or any material part of the Mortgaged Property; (3) receipt of notice from any governmental authority relating to the structure, use or occupancy of all or any material part of the Mortgaged Property; (4) receipt of any notice from any tenant of all or any material part of the Mortgaged Property which alleges a material default by Mortgagor or a material defect in the Mortgaged Property; (5) substantial change in occupancy or use of all or any material part of the Mortgaged Property; (6) receipt of any notice from the holder of any lien on or security interest in all or any material part of the Mortgaged Property; or (7) commencement of any litigation or assertion of any claim materially affecting all or any material part of the Mortgaged Property.

(v) Financing Statements. Mortgagor covenants and agrees to execute, deliver, file and refile any financing statements, continuation statements or other security agreements and to take such other actions as Mortgagee may require from time to time to perfect, confirm, preserve and maintain the validity and priority of the security interest granted herein and, without limiting the generality of the foregoing, upon an Event of Default hereunder Mortgagor hereby appoints Mortgagee irrevocably as Mortgagor's attorney-in-fact to execute, deliver and file such financing statements and other documents for or on behalf of Mortgagor.

L. Liens. Mortgagor shall not permit any lien, whether junior or superior to the lien of this Mortgage, to encumber the Mortgaged Property or any part thereof except mortgages to Mortgagee.

M. Environmental Provisions.

(a) Except as previously disclosed to Mortgagee by Mortgagor in writing, Mortgagor represents that neither the Mortgagor nor, to the best of its knowledge any prior owner, tenant or subtenant has, except in compliance with all applicable laws pertaining to Hazardous Substances (as hereinafter defined): (i) used the Mortgaged Property to treat, produce, store, handle, transfer, process, transport, dispose or otherwise Release (as hereinafter defined) any Hazardous Substances on, from or affecting the Mortgaged Property which have caused, are

causing or could, by the actions of Mortgagor, cause Contamination (as hereinafter defined), or (ii) received any summons, citation, notice of violation, administrative order, directive, letter or other communication, written or oral, from any governmental or quasi-governmental authority concerning any intentional or unintentional action or omission on the part of Mortgagor or any tenant with regard to Hazardous Substances on, from or affecting the Mortgaged Property.

(b) Mortgagor covenants that except in compliance with all applicable laws pertaining to Hazardous Substances, the Mortgaged Property shall be kept free from any Hazardous Substances which are causing or could cause Contamination and shall not be used to generate, manufacture, refine, transport, treat, store, handle, dispose, transfer, produce or process any Hazardous Substances which are causing or could cause Contamination and Mortgagor shall not cause or permit, as a result of any intentional or unintentional act or omission on the part of Mortgagor or any tenant or subtenant, the installation of any Hazardous Substances in or on the Mortgaged Property or a Release of any Hazardous Substances onto or from the Mortgaged Property or suffer the presence of any Hazardous Substances on the Mortgaged Property which, in any such case, are causing or could cause Contamination.

(c) Mortgagor shall comply with all applicable federal, state and local laws, ordinances, rules and regulations with respect to Hazardous Substances.

(d) In the event that Mortgagor receives any notice from any governmental authority with regard to Hazardous Substances on, from or affecting the Mortgaged Property, Mortgagor shall: (1) immediately notify Mortgagee and any other person, governmental or quasi-governmental authority that it is required to notify pursuant to any applicable law at such time as it is aware of a Release or threatened Release of a Hazardous Substance on, from or affecting the Mortgaged Property; (2) immediately notify the Mortgagee at such time as an environmental investigation or clean-up proceeding is instituted by any person in connection with the Mortgaged Property; (3) fully comply with and assist in such environmental investigation and clean-up proceeding; (4) promptly execute and complete any Remedial Actions (as hereafter defined) necessary to insure that no environmental liens or encumbrances are levied against or exist with respect to the Mortgaged Property; and (5) promptly, upon the reasonable written request of Mortgagee, provide the Mortgagee from time to time, with an environmental site assessment or report, in form and substance satisfactory to Mortgagee.

(e) Mortgagor shall conduct and complete all investigations, studies, sampling and testing and all Remedial Actions, removal and other actions necessary to clean-up and remove all Hazardous Substances on, from or affecting the Mortgaged Property in accordance with all applicable federal, state and local laws, ordinances, rules, regulations and policies.

(f) If Mortgagor shall fail to take such action, Mortgagee may make advances or payments towards performance or satisfaction of same but shall be under no obligation to do so and, if advances are actually made, all sums so advanced or paid including all sums advanced or paid in connection with any judicial or administrative investigation or proceeding relating thereto including, without limitation, reasonable attorneys' fees, fines or other penalty payments, shall be immediately due and payable by Mortgagor and shall bear interest at the contractual rate from the date of advance at a rate two percent (2%) per annum above the highest rate then payable on any of the Liabilities from the date advanced or paid by Mortgagee until the date paid by Mortgagor to Mortgagee and all sums so advanced shall become part of the indebtedness secured hereby. If the

Mortgagee makes such advances, it shall provide the Mortgagor with notice in advance or at the time such advances are made.

(g) For purposes of this Section M, "Hazardous Substances" shall include, without limitation, any chemical, solid, liquid, gas or other substance having the characteristics identified in, listed under, or designated pursuant to:

(1) the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. §9601(14), as a "hazardous substance";

(2) the Clean Water Act, 33 U.S.C. §1321(b)(2)(A), as a "hazardous substance";

(3) the Clean Water Act, 33 U.S.C. §1317(a) and 1362(13), as a "toxic pollutant";

(4) the Clean Air Act, 42 U.S.C. §7412(a)(1), as a "hazardous air pollutant";

(5) the Toxic Substances Control Act, 15 U.S.C. §2606(f), as an "imminently hazardous chemical substance or mixture";

(6) the Resource, Conservation and Recovery Act, 42 U.S.C. §§6903(5) and 6921, as a "hazardous waste"; or

(7) any other laws, regulations or governmental publications as presenting an imminent and substantial danger to the public health or welfare or to the environment, or as otherwise requiring special handling, collection, storage, treatment, disposal, or transportation.

The term "Hazardous Substances" shall also include: petroleum, crude oil, gasoline, natural gas, liquified natural gas, synthetic fuel, or other petroleum, oil, or gas-based products; nuclear, radioactive or atomic substances, mixtures, wastes, compounds, materials, elements, products or matters; and asbestos, asbestos-containing materials, poly-chlorinated biphenyls, and any other substance, mixture, waste, compound, material, element, product or matter that presents an imminent and substantial danger to the public health or welfare or to the environment upon its Release.

(h) Mortgagor agrees to indemnify Mortgagee and to hold Mortgagee harmless from and against any losses, expenses, liabilities and claims arising from any breach or default by Mortgagor of its representations or obligations under this Section M including, without limitation, enforcing the obligations of Mortgagor hereunder and reasonable attorneys' fees, costs and expenses.

(i) The obligations and liabilities of Mortgagor under Subsection (h) above shall survive the payoff, release, foreclosure or other disposition of the Note and this Mortgage or the delivery of a deed in lieu of foreclosure.

(j) For purposes of this Section M, the term "Contamination" shall mean the presence of any Hazardous Substance which may require Remedial Actions under applicable law.

(k) The term "Release" shall mean any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching or dumping. The term "**Remedial Actions**" shall mean: (1) clean-up or removal of Hazardous Substances; (2) such actions as may be necessary to monitor, assess or evaluate the Release or threatened Release of Hazardous Substances; (3) proper disposal or removal of Hazardous Substances; (4) the taking of such other actions as may be necessary to prevent, minimize or mitigate the damages caused by a Release or threatened Release of Hazardous Substances to the public health or welfare or to the environment; and (5) the providing of emergency assistance after a Release.

(l) "Remedial Action" shall include, but not be limited to, such actions at the location of a Release as: storage; confinement; perimeter protection using dike, trenches or ditches; clay cover; neutralization; clean-up of Hazardous Substances or contaminated materials; recycling or reuse diversion; destruction; segregation of reactive wastes; dredging or excavations; repair or replacement of leaking containers; collection of leachate and runoff; on-site treatment or incineration, providing alternative water supplies; and any monitoring reasonably required to assure that such actions protect the public health and welfare and the environment.

N. Acceleration; Rights of Mortgagee After Default. Upon the occurrence of an Event of Default under the Guaranty, Mortgagee shall have the option to declare all of the Liabilities to be immediately due and owing together with costs of collection, including reasonable attorneys' fees. Whether or not it elects to accelerate the Liabilities, Mortgagee may take any action whatsoever at law or in equity to enforce or collect the Liabilities including, without limitation, the following:

(a) Mortgagee may institute an action of mortgage foreclosure against the Mortgaged Property, or take such other action at law or in equity for the enforcement of this Mortgage and realization on the Mortgage security or any other security herein or elsewhere provided for, as the law may allow, and may proceed therein to final judgment and execution for the entire unpaid balance of the Liabilities, with interest at a rate two percent (2%) per annum above the highest rate then payable on any of the Liabilities, together with all other sums due by Mortgagor in accordance with the provisions of the Note and this Mortgage, including all sums which may have been loaned by Mortgagee for taxes, liens, maintenance, insurance, repairs to the Mortgaged Property and all other charges, all costs of suit, together with interest at the contractual interest rate on any judgment obtained by Mortgagee from and after the date of any Sheriff's sale until actual payment is made by the Sheriff of the full amount due to Mortgagee, and a reasonable attorneys' commission for collection; or

(b) Mortgagee may enter into possession of the Mortgaged Property, with or without legal action, and by force, if necessary, collect therefrom all rents (including sums payable for use and occupation) and, after deducting all costs of collection and administrative expenses, apply the net rentals, in Mortgagee's sole discretion and in any order to the payment of taxes, liens, insurance premiums and all other charges, and to the maintenance, repair or restoration of the Mortgaged Property, and on account and in reduction of the Liabilities secured hereby;

(c) Mortgagee shall have the right, from time to time, to bring an appropriate action to recover any sums required to be paid by Mortgagor under the terms of this Mortgage, as they become due, without regard to whether or not the principal indebtedness or any other sums secured by this Mortgage shall be due, and without prejudice to the right of Mortgagee thereafter to

bring an action of mortgage foreclosure, or any other action, for any default by Mortgagor existing at the time the earlier action was commenced;

(d) any real estate sold pursuant to any Writ of Execution issued on a judgment obtained by virtue of the Note or this Mortgage, or pursuant to any other judicial proceedings under this Mortgage, may be sold in one parcel as an entirety, or in such parcels, and in such manner or order as Mortgagee, in its sole discretion, may elect; or

(e) in the event Mortgagee has made a commitment to Mortgagor to make advances from time to time in connection with the construction of improvements upon the Premises, such commitment shall terminate automatically upon the occurrence of an Event of Default hereunder.

O. Miscellaneous.

(i) The provisions of the Guaranty are incorporated herein by reference;

(ii) Any act or agreement to be done or performed by Mortgagor shall be construed as a covenant running with the land and shall be binding upon Mortgagor and its heirs, personal representatives, receivers, trustees, successors and assigns as if they had each personally made such agreement;

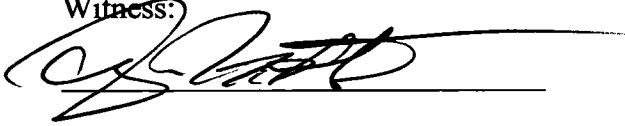
(iii) To the extent that any of the Liabilities are used by Mortgagor to pay all or part of the purchase price for the Mortgaged Property, this Mortgage is a purchase money mortgage entitled to all benefits as such under Pennsylvania law;

(iv) Mortgagor hereby waives and releases: (i) all errors, defects and imperfections in any proceeding instituted by Mortgagee under this Mortgage or any other of the Liabilities; (ii) all benefit to Mortgagor under any present or future law exempting the Mortgaged Property or any part thereof or any proceeds arising from a sale thereof from attachment, levy or sale and execution or providing for any stay of execution, exemption from civil process or extension of time for payment; and (iii) all notices of Mortgagor's default of or Mortgagee's election to exercise, or Mortgagee's actual exercise of any right, remedy or option under this Mortgage or any other of the Liabilities, unless expressly required under this Mortgage or the Liabilities; and

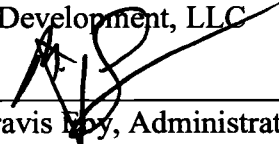
(v) Mortgagee shall not be liable to any person whatsoever for or in connection with the exercise, method of exercise, delay or failure to exercise any of the remedies provided for in this Mortgage or in any other of the Liabilities or available to it under any applicable law, and Mortgagor shall indemnify and hereby agrees to hold harmless, waive and release Mortgagee from any and all claims, liabilities, actions, costs, suits, demands, damages or losses whatsoever occurring on account of or in connection with such exercise, method of exercise, delay or failure to exercise.

IN WITNESS WHEREOF, Mortgagor has duly executed this Mortgage as of the date first above written.

Witness:



TNL Development, LLC

By: 
M. Travis Eby, Administrative Member

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF LANCASTER

On this, the 9th day of August, 2017, before me, a Notary Public, the undersigned officer, personally appeared M. Travis Eby, who acknowledged himself to be the Administrative Member of TNL Development, LLC, a Pennsylvania limited liability company, and that he, as such member, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the company by himself as such member.

In witness whereof, I hereunto set my hand and official seal.


Notary Public

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Cathy J. Evely, Notary Public
City Of York
York County
My Commission Expires 05-20-2019

EXHIBIT A

Legal Description: 1708 Eby Drive, Story City, IA 50248

Parcel B in the Northwest Quarter of the Southeast Quarter (NW1/4SE1/4) and the Southwest Quarter of the Southeast Quarter (SW1/4SE1/4) of Section 7, Township 85 North, Range 23 West of the 5th P.M., Story County, Iowa, as shown on the Plat of Survey filed in the Office of the Recorder of Story County, Iowa, as Instrument No. 200400007633 on Slide 209, at page 5.