

ARTICLE 13. - NOTICES

Section 13.1. **NOTICES.** All notices or other written communications hereunder shall be deemed to have been properly given (a) upon delivery, if delivered in person with receipt acknowledged by the recipient thereof, (b) one (1) Business Day (defined below) after having been deposited for overnight delivery with any reputable overnight courier service, or (c) three (3) Business Days after having been deposited in any post office or mail depository regularly maintained by the U.S. Postal Service and sent by registered or certified mail, postage prepaid, return receipt requested, addressed to Borrower or Lender, as the case may be, at the addresses set forth on the first page of this Security Instrument or addressed as such party may from time to time designate by written notice to the other parties.

Either party by notice to the other may designate additional or different addresses for subsequent notices or communications. For purposes of this Subsection, "Business Day" shall mean a day on which commercial banks are not authorized or required by law to close in New York, New York.

ARTICLE 14. - CHOICE OF LAW

Section 14.1. **CHOICE OF LAW.** This Security Instrument and any determination of deficiency judgments shall be governed, construed, applied and enforced in accordance with the laws of the state in which the Property is located and applicable federal law.

Section 14.2. **PROVISIONS SUBJECT TO LAW.** All rights, powers and remedies provided in this Security Instrument may be exercised only to the extent that the exercise thereof does not violate any applicable state or federal law and are intended to be limited to the extent necessary so that they will not render this Security Instrument invalid, unenforceable or not entitled to be recorded, registered or filed under any applicable state or federal law.

ARTICLE 15. - SECONDARY MARKET

Section 15.1. **TRANSFER OF LOAN.** Lender may, at any time, sell, transfer or assign the Note, this Security Instrument and the Other Security Documents, and any or all servicing rights with respect thereto, or grant participations therein (the "Participations") or issue mortgage passthrough certificates or other securities evidencing a beneficial interest in a rated or unrated public offering or private placement (the "Securities"). Lender may forward to each purchaser, transferee, assignee, servicer, participant, or investor in such Participations or Securities (collectively, the "Investor") or any Rating Agency rating such Securities, each prospective Investor, and any organization maintaining databases on the underwriting and performance of commercial mortgage loans, all documents and information which Lender now has or may hereafter acquire relating to the Debt and to Borrower, any Guarantor, any Indemnitor(s) and the Property, whether furnished by Borrower, any Guarantor, any Indemnitor(s) or otherwise, as Lender determines necessary or desirable. Borrower irrevocably waives any and all rights it may have under applicable state or federal law to prohibit such disclosure, including but not limited to any right of privacy.

Section 15.2. **COOPERATION.** Borrower, any Guarantor and any Indemnitor agree to cooperate with Lender in connection with any transfer made pursuant to this Section, including, without limitation, the delivery of an estoppel certificate required pursuant to the terms hereof and such other documents as may be reasonably requested by Lender. Borrower shall also furnish and Borrower, any Guarantor and any Indemnitor consent to Lender furnishing to such Investors or such prospective Investors or such Rating Agency any and all information concerning the Property, the Leases, the financial condition of Borrower, any Guarantor and any Indemnitor as may be requested by Lender, any Investor or any prospective Investor or any Rating Agency in connection with any sale, transfer or Participations or Securities.

ARTICLE 16. - COSTS

Section 16.1. **PERFORMANCE AT BORROWER'S EXPENSE.** Borrower acknowledges and confirms that Lender shall impose certain administrative processing and/or commitment fees in connection with (a) the extension, renewal, modification, amendment and termination of the Loan, (b) the release or substitution of collateral therefor, (c) obtaining certain consents, waivers and approvals with respect to the Property, or (d) the review of any Lease or proposed Lease or the preparation or review of any subordination, non-disturbance agreement (the occurrence of any of the above

ELECTRONICALLY FILED
1/7/2015 4:35 PM
2014-CH-10751
PAGE 25 of 38

J.C.M.

shall be called an "Event"). Borrower further acknowledges and confirms that it shall be responsible for the payment of all costs of reappraisal of the Property or any part thereof, whether required by law, regulation, Lender or any governmental or quasi-governmental authority. Borrower hereby acknowledges and agrees to pay, immediately, with or without demand, all such fees (as the same may be increased or decreased from time to time), and any additional fees of a similar type or nature which may be imposed by Lender from time to time, upon the occurrence of any Event or otherwise. Wherever it is provided for herein that Borrower pay any costs and expenses, such costs and expenses shall include, but not be limited to, all reasonable counsel fees of Lender.

Section 16.2. **COUNSEL FEES FOR ENFORCEMENT.** (a) Borrower shall pay all reasonable counsel fees incurred by Lender in connection with (i) the preparation of the Note, this Security Instrument and the Other Security Documents; and (ii) the items set forth in this Article, and (b) Borrower shall pay to Lender on demand any and all expenses, including legal fees incurred or paid by Lender in protecting its interest in the Property or in collecting any amount payable under the Note, this Security Instrument or the Other Security Documents, or in enforcing its rights hereunder with respect to the Property, whether or not any legal proceeding is commenced hereunder or thereunder, together with interest thereon at the Default Rate from the date paid or incurred by Lender until such expenses are paid by Borrower.

ARTICLE 17. - DEFINITIONS

Section 17.1. **GENERAL DEFINITIONS.** Unless the context clearly indicates a contrary intent or unless otherwise specifically provided herein, words used in this Security Instrument may be used interchangeably in singular or plural form and the word "Borrower" shall mean "each Borrower and any subsequent owner or owners of the Property or any part thereof or any interest therein," the word "Lender" shall mean "Lender and any subsequent holder of the Note," the word "Note" shall mean "the Note and any other evidence of indebtedness secured by this Security Instrument," the word "person" shall include an individual, corporation, limited liability company, partnership, trust, unincorporated association, government, governmental authority, and any other entity, the word "Property" shall include any portion of the Property and any interest therein, and the phrases "counsel fees" shall include any and all attorneys', paralegal and law clerk fees and disbursements, including, but not limited to fees and disbursements at the pre-trial, trial and appellate levels incurred or paid by Lender in protecting its interest in the Property, the Leases and the Rents and enforcing its rights hereunder, whether with respect to retained firms, the reimbursement for the expenses of in-house staff or otherwise.

Section 17.2. **HEADINGS, ETC.** The headings and captions of various Articles and Sections of this Security Instrument are for convenience of reference only and are not to be construed as defining or limiting, in any way, the scope or intent of the provisions hereof.

ARTICLE 18. - MISCELLANEOUS PROVISIONS

Section 18.1. **NO ORAL CHANGE.** This Security Instrument, and any provisions hereof, may not be modified, amended, waived, extended, changed, discharged or terminated orally or by any act or failure to act on the part of Borrower or Lender, but only by an agreement in writing signed by the party against whom enforcement of any modification, amendment, waiver, extension, change, discharge or termination is sought.

Section 18.2. **LIABILITY.** If Borrower consists of more than one person, the obligations and liabilities of each such person hereunder shall be joint and several. This Security Instrument shall be binding upon and inure to the benefit of Borrower and Lender and their respective successors, assigns, heirs, personal representatives, executors and administrators forever.

Section 18.3. **INAPPLICABLE PROVISIONS.** If any term, covenant or condition of the Note or this Security Instrument is held to be invalid, illegal or unenforceable in any respect, the Note and this Security Instrument shall be construed without such provision.

Section 18.4. **DUPLICATE ORIGINALS; COUNTERPARTS.** This Security Instrument may be executed in any number of duplicate originals and each duplicate original shall be deemed to be an original. This Security Instrument may be executed in several counterparts, each of which counterparts shall be deemed an original instrument and all of which together shall constitute a single Security Instrument. The failure of any party hereto to execute this

ELECTRONICALLY FILED
1/7/2015 4:35 PM
2014-CH-10751
PAGE 26 of 38

J. C. Miller

Security Instrument, or any counterpart hereof, shall not relieve the other signatories from their obligations hereunder.

Section 18.5. NUMBER AND GENDER. Whenever the context may require, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns and pronouns shall include the plural and vice versa.

Section 18.6. LEGAL DESCRIPTION. Borrower represents to Lender that it has reviewed and delivered to Lender a copy of the legal description set forth in Exhibit "A"; that such legal description is the accurate and proper legal description of the Land; and Borrower further acknowledges that neither Lender nor Lender's counsel prepared or reviewed such legal description. Borrower shall indemnify, defend and hold Lender harmless from and against any and all losses, liabilities, claims, damages, expenses, obligations, penalties, actions, judgments, suits, costs or disbursements of any kind or nature whatsoever, including the reasonable fees and actual expenses of Lender's counsel, in connection with any claim that title to the Property is impaired due to or based upon an inaccurate or improper legal description set forth herein.

Section 18.7. INCONSISTENCIES. In the event of any inconsistencies between the terms and conditions of this Article and the other provisions of this Security Instrument, the terms and conditions of this Article shall control and be binding.

Section 18.8. WAIVER OF TRIAL BY JURY. BORROWER BY ACCEPTANCE OF THIS SECURITY INSTRUMENT, HEREBY WAIVES TO THE FULLEST EXTENT PERMITTED BY LAW, THE RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM, WHETHER IN CONTRACT, TORT OR OTHERWISE, RELATING DIRECTLY OR INDIRECTLY TO THE LOAN, THE APPLICATION FOR THE LOAN, THE NOTE, THIS SECURITY INSTRUMENT OR THE OTHER SECURITY DOCUMENTS OR ANY ACTS OR OMISSIONS OF LENDER OR BORROWER.

[NO FURTHER TEXT - SIGNATURES APPEAR ON NEXT PAGE]

ELECTRONICALLY FILED
1/7/2015 4:35 PM
2014-CH-10751
PAGE 27 of 38

SE:ML

IN WITNESS WHEREOF, this Security Instrument has been executed by borrower the day and year first above written.

Signed, sealed and delivered
in the presence of:

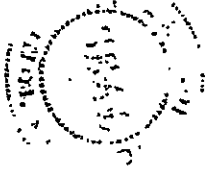
Borrower(s):
Metropolitan Oasis Community Development
Corporation, an Indiana Corporation

Racquelyn D. Dago
Print Name: Racquelyn Dago
Closing Agent / Notary Public

By: *Floyd E. Dumas*
Name: Floyd E. Dumas
Title: C.E.O.

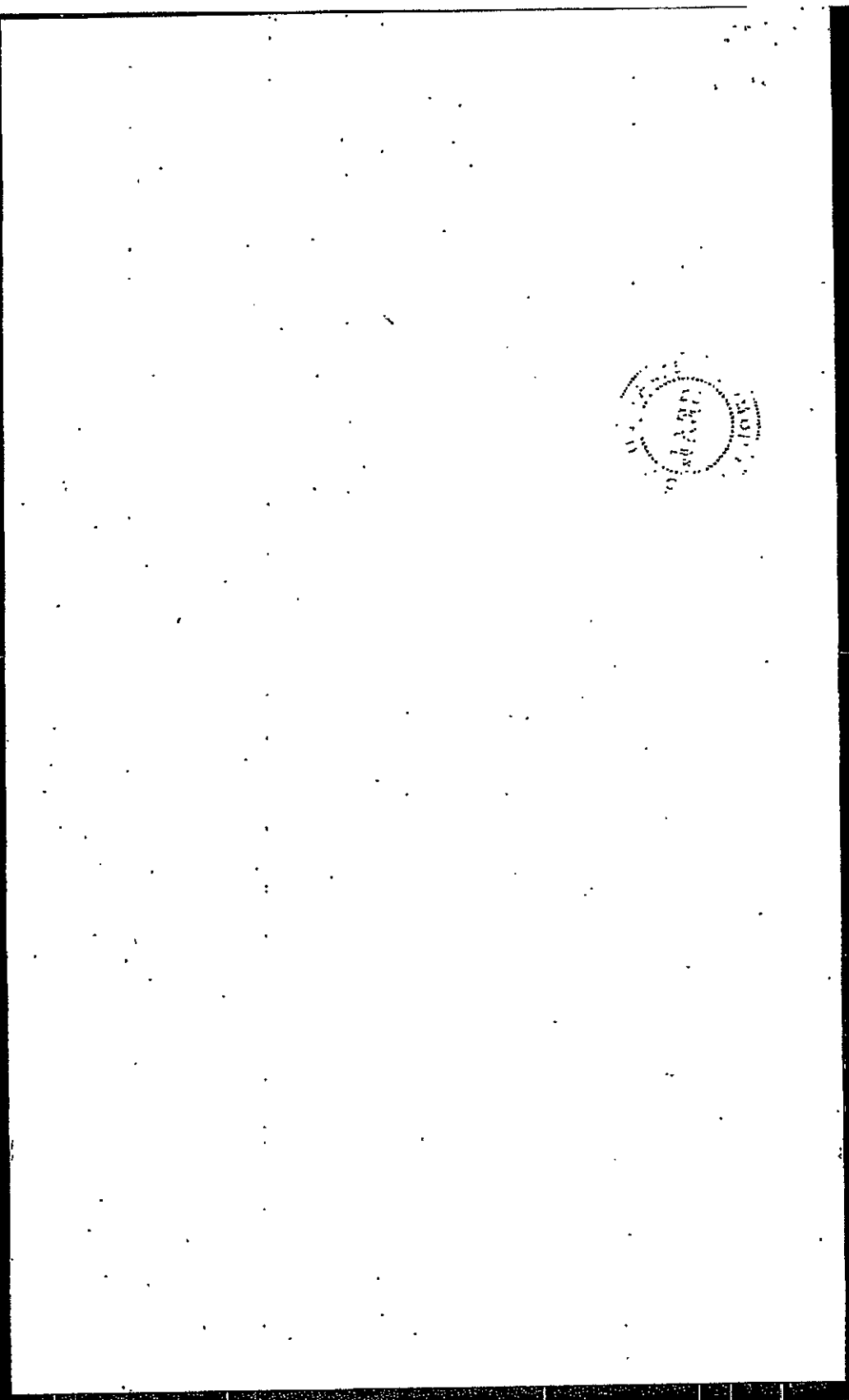
Print Name: _____

[CORPORATE SEAL]



This Instrument prepared by: Antonio Chimienti, Esq.
Upon recording return to: Bayview Loan Servicing
4425 Ponce de Leon Blvd., 5th Fl.
Coral Gables, Florida 33146
Attention: Collateral Department

ELECTRONICALLY FILED
1/7/2015 4:35 PM
2014-CH-10751
PAGE 28 of 38



ACKNOWLEDGMENT

STATE OF INDIANA)
) ss:
COUNTY OF Lake)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Floyd E. Dumas, the C.E.O of Metropolitan Oasis Community Development Corporation, an Indiana Corporation, who acknowledged the execution of the foregoing instrument for and on behalf of said entity.

Witness my hand and Notarial Seal on August 19, 2005.


_____, Notary Public
Residing in Lake County, Indiana

My Commission Expires:

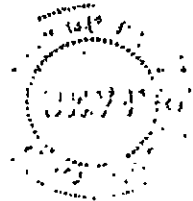
12-13-2009

This Instrument prepared by:
With an address at:

Bayview Financial Trading Group, L.P.
4425 Ponce de Leon Blvd., 4th Floor
Coral Gables, Florida 33146

ELECTRONICALLY FILED
1/7/2015 4:35 PM
2014-CH-10751
PAGE 30 of 38

ELECTRONICALLY FILED
1/7/2015 4:35 PM
2014-CH-10751
PAGE 31 of 38



INDEX TO MORTGAGE EXHIBIT "A" SECURITY AGREEMENT

LEGAL DESCRIPTION

(To be attached)

This LEGAL DESCRIPTION is made as of August 13, 2014. (To be attached) ... 1641-45 BROADWAY, GARY, INDIANA ...

In addition to the borrower's and agreement's title to the Security Instrument, Borrower and Lender do hereby covenant and agree as follows:

1. The following language is added at the end of the first paragraph in the RECITALS section of the Security Instrument after the words ... provided in the State: The stated maturity date of the Note is September 1, 2020.

2. In Section 1, Section 1.1 PROPERTY MORTGAGE (I), the first paragraph is deleted in its entirety and replaced as follows:

Borrower hereby lawfully incurs, pledges and assigns to Lender and grants a security interest to Lender in the following property, rights, interests and related items owned, or hereinafter acquired by Borrower individually: the "Property";

4. The word "property" is inserted in Section 1.1 (3) after the words "all additional lands, easements and interests" and before the words "and development rights";

5. In Section 1.1 (5), the language after the heading "Improvements" is deleted in its entirety and replaced as follows:

All buildings, structures, fixtures (including, but not limited to, all heating, air conditioning, plumbing, lighting, communication lines and a water filtration) additions, enlargements, expansions, modifications, repairs, improvements and improvements now or hereafter created or claimed on the land (the "Improvements");

6. In Section 1.1 (6), the word "Certificat" is replaced by the word "Appraisals" in each its every instance.

7. In Section 1.4, the paragraph following PLEDGE OF MONIES HELD is deleted in its entirety and replaced by the following language:

Borrower hereby pledges and assigns to Lender with right to set off any and all monies now or hereafter held by Lender, including, without limitation, any sums deposited in the Escrow Fund (as hereinafter defined), Net Proceeds (as hereinafter defined) and all other monies or payments (as hereinafter described) as collateral security for the obligations with respect to or applied as provided in this Security Instrument.

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ELECTRONICALLY FILED
1/7/2015 4:35 PM
2014-CH-10751
PAGE 32 of 38

ELECTRONICALLY FILED
1/7/2015 4:35 PM
2014-CH-10751
PAGE 34 of 38

9. The following language is inserted in Section 3.1 after the words . . . in this Security Instrument . . . and before . . . ; and shall promptly . . . ; without relief from valuation or appraisal laws.

10. The following language is inserted at the end of Section 4.8 after the words . due and payable regarding any Lease . . . ; and (t) all security deposits shall be received, held, disbursed and applied in accordance with Ind. Code 32-7-5-1, et seq.

11. Section 6.3 (b) is hereby deleted in its entirety and replaced as follows:

Borrower will not claim or demand or be entitled to any credit or credits on account of the Debt for any part of the Taxes or Other Charges assessed against the Property, or any part thereof, and no deduction shall otherwise be made or claimed from the assessed value of the Property, or any part thereof, for real estate tax purposes by reason of this Security Instrument or the Debt. If such claim, credit or deduction shall be required by law, Lender shall have the option, exercisable by written notice of not less than ninety (90) days, to declare the Debt immediately due and payable.

14. Section 9.1 (d) is hereby deleted in its entirety.

15. The following language is added at the end of Section 9.1 (f):

In the event a receiver is appointed as to the Property, said receiver shall possess all rights and powers granted to Lender to the extent said receiver may possess and exercise said rights and powers under Indiana law. Borrower consents to the appointment of a receiver at the request of Lender upon the occurrence of an Event of Default under the Security Instrument, the Note or any Other Security Documents. Any such receiver shall have and may exercise such rights and powers as are granted by Indiana law or authorized by the court appointing the receiver;

16. The reference to five (5) days is deleted from the second to last line of Section 9.1 (i) and replaced with the ten (10) days.

17. Section 10.1 is deleted in its entirety and replaced as follows:

ENVIRONMENTAL DEFINITIONS. For the purpose of this Section, "Environmental Law" means any present and future federal, state and local laws, statutes, ordinances, rules, regulations, standards, policies and other government directives or requirements, as well as common law, including but not limited to the Comprehensive Environmental Response, Compensation and Liability Act and the Resource Conservation and Recovery Act, that apply to Borrower or the Property and relate to Hazardous Materials. "Environmental Liens" means all Liens and other encumbrances imposed pursuant to any Environmental Law, whether due to any act or omission of Borrower or any other person or entity. "Environmental Report" means the written reports resulting from the environmental site assessments of the Property delivered to Lender. "Hazardous Materials" shall mean petroleum and petroleum products and compounds containing them, including gasoline, diesel fuel and oil; explosives, flammable materials; radioactive materials; polychlorinated biphenyls ("PCBs") and compounds containing them; lead and lead-based paint; asbestos or asbestos-containing materials in any form that is or could become friable; underground or above-ground storage tanks, whether empty or containing any substance; any substance the presence of which on the Property is prohibited by any federal, state or local authority; any substance that requires special handling; and any other material or substance now or in the future defined as a hazardous substance, "hazardous material," "hazardous waste," "toxic

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substance," "toxic pollutant," "contaminant," or "pollutant" within the meaning of any Environmental Law. Release of any Hazardous Materials includes but is not limited to any release, deposit, discharge, emission, leaking, spilling, seeping, migrating, injecting, pumping, pouring, emptying, escaping, dumping, disposing or other movement of Hazardous Materials.

18. The following language is added at the end of Section 10.2: . . . and (g) the Property is not within the definition of the term "property" contained in Section 6 of the Indiana Responsible Property Transfer Law (Ind. Code 13-25-3-1) and no person is required as a result of the execution and delivery of this Security Instrument to furnish to any other person the disclosure document described in and provided for in the Indiana Responsible Property Transfer Law.
19. The following language is added at the end of Section 12.2: . . . , provided, however, that nothing herein is intended to constitute a waiver of Borrower's and Lender's rights under Ind. Code 32-8-16-1.5, it being agreed that the parties may mutually consent to such waiver as discussed therein in a separate written instrument.
20. Article 19 is added to the Security Instrument and reads as follows:

ARTICLE 19. - FIXTURE FILINGS/SECURITY AGREEMENT.

Section 19.1. SECURITY AGREEMENT. This Security Instrument shall constitute a security agreement and continuously perfected fixture filing and financing statement. Borrower hereby authorizes Lender to execute, deliver, file, or refile as secured party, without joinder of the debtor as such term is used in the Uniform Commercial Code (the "Debtor"), any financing statement, continuation statement, or other instrument Lender may reasonably require from time to time to perfect or renew such security interest under the Uniform Commercial Code. Borrower is, for the purposes of this agreement, deemed to be the Debtor, and Lender is deemed to be the Secured Party. The addresses of Secured Party and Debtor from which information concerning the Security agreement may be obtained are set forth on the first page of this Security Instrument.

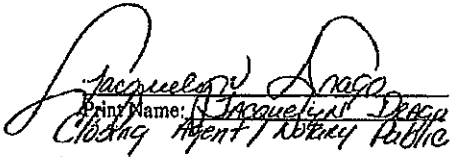
Section 19.2. FUTURE ADVANCES. Notwithstanding anything contained in this Security Instrument or the Other Security Documents to the contrary, this Security Instrument shall secure: (i) the face amount of the Note, exclusive of any items described in (ii) below, including any future obligations and advances made from time to time after the date hereof pursuant to the Note and Other Security Documents up to the maximum amount of two times the amount of the Note (whether made as part of the obligations secured hereby, made at the option of Lender, made after a reduction to a zero or other balance, or made otherwise; (ii) all other amounts payable by Borrower, or advanced by Lender for the account, or on behalf, of Borrower or the Property, pursuant to the Other Security Documents, including amounts advanced with respect to the Property for the payment of taxes, assessments, insurance premiums and other costs and impositions incurred for the protection of the Property to the same extent as if the future obligations and advances were made on the date of execution of this Security Instrument; and (iii) future modifications, extensions and renewals of any Obligation secured by this Security Instrument. Pursuant to IND. CODE 32-8-11-9, the lien of this Security Instrument 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 Security Instrument otherwise would be entitled as of the date this Security Instrument is executed and recorded without regard to the fact that any such future advance, modification, extension, or renewal may occur after this Security Instrument is executed.

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2014-CH-10751
PAGE 35 of 38

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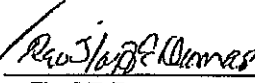
BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Rider to Indiana Mortgage and Security Agreement and agrees that the terms hereof are hereby incorporated into and with the terms of the Security Instrument as if both the Security Instrument and this instrument are one and the same document. Nothing contained herein shall invalidate or change any terms of the Security Instrument except to the extent as maybe explicitly set forth herein.

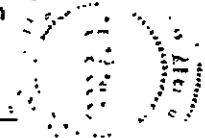
Signed, sealed and delivered
in the presence of:


Print Name: Jacquelyn Dugas
Closing Agent / Attorney Public

Print Name: _____

Borrower(s):
Metropolitan Oasis Community Development
Corporation, an Indiana Corporation

By: 
Name: Floyd E. Dumas
Title: C.E.O.



[CORPORATE SEAL]

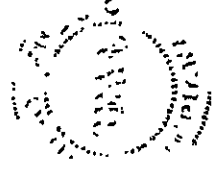
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2014-CH-10751
PAGE 36 of 38

ACKNOWLEDGMENT

STATE OF INDIANA)
) ss:
COUNTY OF Lake)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Floyd E. Dumas, the C.E.O of Metropolitan Oasis Community Development Corporation, an Indiana Corporation, who acknowledged the execution of the foregoing instrument for and on behalf of said entity.

Witness my hand and Notarial Seal on August 19, 2005.



[Signature]
Notary Public
Residing in Lake County, Indiana

My Commission Expires:

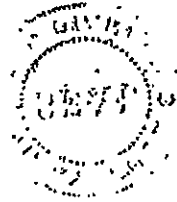
12-13-2009

This Instrument prepared by:
With an address at:

Bayview Financial Trading Group, L.P.
4425 Ponce de Leon Blvd., 4th Floor
Coral Gables, Florida 33146

ELECTRONICALLY FILED
1/7/2015 4:35 PM
2014-CH-10751
PAGE 37 of 38

ELECTRONICALLY FILED
1/7/2015 4:35 PM
2014-CH-10751
PAGE 38 of 38



10751-38

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PAGE 1 of
CIRCUIT COURT OF
COOK COUNTY, ILLINOIS
CHANCERY DIVISION
CLERK DOROTHY BROWN

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

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2006 017836

MICHAEL A. BROWN
RECORDER

Assignor Ln#: 200036116

ASSIGNMENT OF MORTGAGE

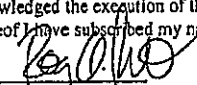
FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency of which is hereby acknowledged, the undersigned, INTERBAY FUNDING, LLC, A DELAWARE LIMITED LIABILITY COMPANY, WHOSE ADDRESS IS 4425 PONCE DE LEON BLVD., 4TH FL, CORAL GABLES, FL 33146, (ASSIGNOR), by these presents does convey, grant, sell, assign, transfer and set over the described mortgage together with the certain note(s) described therein together with all interest secured thereby, all liens, and any rights due or to become due thereon to BAYVIEW LOAN SERVICING, LLC, A DELAWARE LIMITED LIABILITY COMPANY, WHOSE ADDRESS IS 4425 PONCE DE LEON BLVD., 5TH FL, CORAL GABLES, FL 33146, ITS SUCCESSORS OR ASSIGNS, (ASSIGNEE). Said mortgage dated 08/19/2005, and made by METROPOLITAN OASIS COMMUNITY DEVELOPMENT CORPORATION to INTERBAY FUNDING, LLC and recorded in Book at page or as Document # 2005 075489 in the office of the Recorder of LAKE, Indiana.



THIS 30TH DAY OF JANUARY IN THE YEAR 2006
INTERBAY FUNDING, LLC (seal)

BY: 
ROBERT G. HALL
VICE PRESIDENT

STATE OF FLORIDA COUNTY OF Dade
Before me the undersigned, a Notary Public in and for said county and State, THIS 30TH DAY OF JANUARY IN THE YEAR 2006, personally appeared ROBERT G. HALL the VICE PRESIDENT of INTERBAY FUNDING, LLC and acknowledged the execution of the foregoing Assignment of Mortgage. In witness whereof I have subscribed my name and affixed my official seal.


ROGELIO A. PORTAL (#DD350149) Notary Public
My commission expires: 08/25/2008



ROGELIO A. PORTAL
MY COMMISSION # DD 350149
EXPIRES: August 25, 2008
Bonded Title & Real Estate Services

Document Prepared By:
Bryan Bly/NTC, 2100 Alt. 19 North, Palm Harbor, FL 34683 (800)346-9152

When Recorded Return To:
Nationwide Title Clearing
2100 Alt. 19 North
Palm Harbor, FL 34683

 BVFA2 5132666 form 5/FRMINI
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12th
2480940
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Indiana Secretary of State
 Filing Number: 200500008280025
 Filing Date : 09/16/2005 17:30:00

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional) Phone: (800) 331-3282 Fax: (818) 662-4141	
B. SEND ACKNOWLEDGEMENT TO: (Name and Address)	515795 IBAYVIEW2
UCC Direct Services	6831314
P.O. Box 29071	ININ
Glen Dale, CA 91209-9071	

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME METROPOLITAN OASIS COMMUNITY DEVELOPMENT CORPORATION			
OR	1b. INDIVIDUAL'S LAST NAME		
	FIRST NAME	MIDDLE NAME	SUFFIX
1c. MAILING ADDRESS 1641-45 BROADWAY		CITY GARY	STATE IN
	POSTAL CODE 46407	COUNTRY	
1d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION Corporation	1f. JURISDICTION OF ORGANIZATION IN
			1g. ORGANIZATIONAL ID #, if any <input checked="" type="checkbox"/> NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME			
OR	2b. INDIVIDUAL'S LAST NAME		
	FIRST NAME	MIDDLE NAME	SUFFIX
2c. MAILING ADDRESS		CITY	STATE
	POSTAL CODE	COUNTRY	
2d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION
			2g. ORGANIZATIONAL ID #, if any <input type="checkbox"/> NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - Insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME Bayview Financial, L.P.			
OR	3b. INDIVIDUAL'S LAST NAME		
	FIRST NAME	MIDDLE NAME	SUFFIX
3c. MAILING ADDRESS 4425 Ponce De Leon Blvd.		CITY Coral Gables	STATE FL
	POSTAL CODE 33146	COUNTRY	

4. This FINANCING STATEMENT covers the following collateral:

All of Debtor's interest in the property, buildings, improvements, appurtenances, tangible property, rents, contract rights, other intangibles and secondary financing in any way belonging, relating or appertaining to a parcel of land described and set forth in Exhibit "A" attached hereto and made a part hereof (the "Land"), to wit: (a) Additional Land. All additional lands, estates and development rights hereafter acquired by Debtor for use in connection with the Land and the development of the Land; (b) Improvements. The buildings, structures, fixtures, additions, enlargements, extensions, modifications, repairs, replacements and improvements now or hereafter erected or located on the Land (the "Improvements"); (c) Easements. All easements, rights-of-way or use, rights, strips and pores of land, streets, ways, alleys, passages, sewer rights, water, water courses, water rights and powers, air rights and development rights, and all estates, rights, titles, interests, privileges, liberties, servitudes, tenements, hereditaments and appurtenances of any nature whatsoever, in any way now or hereafter belonging, relating or pertaining to the Land and the Improvements and the reversion and reversions, remainder and remainders, and all land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the Land, to the center line thereof and all the estates, rights, titles, interests, dower and rights of dower, courtesy and rights of courtesy, property, possession, claim and demand whatsoever, both at law and in equity, of Debtor of, in and to the Land and the Improvements and every part and parcel thereof, with the appurtenances thereto; (d) Fixtures and Personal Property. All machinery, equipment, fixtures (including, but not limited to, all heating, air conditioning, plumbing, lighting, communications and elevator fixtures) trade fixtures and other property of every kind and nature whatsoever owned by Borrower, or in which Borrower has communications and elevator fixtures) trade fixtures and other property of every kind and nature whatsoever owned by Borrower, or in which Borrower has an interest, including without limitation, letter of credit rights, deposit accounts, payment intangibles, investment property, electronic chattel paper, timber to be cut and farm animals and, now or hereafter located upon the Land and the Improvements, or appurtenant thereto, and usable in connection with the present or future operation and occupancy of the Land and the Improvements and all building equipment, materials and supplies of any nature whatsoever owned by Borrower, or in which Borrower has or shall have an interest, now or hereafter located upon the Land and the

Continued on addendum.

5. ALTERNATIVE DESIGNATION (if applicable)	<input type="checkbox"/> LESSEE/LESSOR	<input type="checkbox"/> CONSIGNEE/CONSIGNOR	<input type="checkbox"/> BAILEE/BAILOBR	<input type="checkbox"/> SELLER/BUYER	<input type="checkbox"/> AG. LIEN	<input type="checkbox"/> NON-UCC FILING
6. <input type="checkbox"/> This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. Attach Addendum (if applicable)	7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (OPTIONAL)		<input type="checkbox"/> All Debtors	<input type="checkbox"/> Debtor 1	<input type="checkbox"/> Debtor 2	
8. OPTIONAL FILER REFERENCE DATA						

6831314

200036116

34017

Prepared by UCC Direct Services, P.O. Box 29071, 91209-9071

FILING OFFICE COPY - NATIONAL UCC FINANCING STATEMENT (FORM UCC1) (REV. 05/22/02)



Indiana Secretary of State
 Filing Number: 20050008280026
 Filing Date : 09/16/2005 17:30:00

FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME METROPOLITAN OASIS COMMUNITY DEVELOPMENT CORPORATION			
OR	9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME, SUFFIX

10. MISCELLANEOUS

6831314-40-1
 515795 IBAYVIEW2
 200036116
 34017
 File with: Indiana

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME					
OR	11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
11c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY
11d. SEE INSTRUCTION	ADD'L INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION	11g. ORGANIZATIONAL ID #, if any	<input type="checkbox"/> NONE

12. ADDITIONAL SECURED PARTY'S or ASSIGNOR S/P's NAME - insert only one name (12a or 12b)

12a. ORGANIZATION'S NAME					
OR	12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
12c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY

13. This FINANCING STATEMENT covers timber to be cut or gas-extracted collateral or is filed as a fixture filing.

14. Description of real estate:

16. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

18. Additional collateral description:

Improvements, or appurtenant thereto, or usable in connection with the present or future operation and occupancy of the Land and the improvements (collectively, the "Personal Property"), and the right, title and interest of Borrower in and to any of the Personal Property which may be subject to any security interests, as defined in the Uniform Commercial Code, as adopted and enacted by the state or states where any of the Property is located (the "Uniform Commercial Code"), superior in lien to the lien of this Security Instrument, and all proceeds and products of all of the above; (e) Leases and Rents. All leases, subleases and other agreements affecting the use, enjoyment or occupancy of the Land and/or the Improvements heretofore or hereafter entered into and all extensions, amendments and modifications thereto, whether before or after the filing by or against Debtor of any petition for relief under creditors rights laws (the "Leases") and all right, title and interest of Debtor, its successors and assigns therein and thereunder, including, without limitation, any guaranties of the lessees' obligations thereunder, cash or securities deposited thereunder to secure the performance by the lessees of their obligations thereunder and all rents, additional rents, revenues, room revenues, accounts, accounts receivable, issues and profits (including all oil and gas or other mineral royalties and bonuses) from

17. Check only if applicable and check only one box.
 Debtor is a Trust or Trustee acting with respect to property held in trust or Decedent's Estate

18. Check only if applicable and check only one box.
 Debtor is a TRANSMITTING UTILITY
 Filed in connection with a Manufactured-Home Transaction -- effective 30 years
 Filed in connection with a Public-Finance Transaction -- effective 30 years

Indiana Secretary of State
 Filing Number: 200500008280025
 Filing Date : 09/16/2005 17:30:00

FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME
 METROPOLITAN OASIS COMMUNITY DEVELOPMENT CORPORATION

OR

9b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME/SUFFIX

10. MISCELLANEOUS

6831314-40-1
 515795 IBAYVIEW2
 200036116
 34017

File with: Indiana

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - Insert only one name (11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME

OR

11b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

11c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

11d. SEE INSTRUCTION ADD'L INFO RE ORGANIZATION DEBTOR 11e. TYPE OF ORGANIZATION 11f. JURISDICTION OF ORGANIZATION 11g. ORGANIZATIONAL ID #, if any NONE

12. ADDITIONAL SECURED PARTY'S or ASSIGNOR S/P's NAME - Insert only one name (12a or 12b)

12a. ORGANIZATION'S NAME

OR

12b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

12c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

13. This FINANCING STATEMENT covers timber to be cut or as-extracted collateral or is filed as a fixture filing.

14. Description of real estate:

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

16. Additional collateral description:
 the Land and the Improvements whether paid or accruing before or after the filing by or against Debtor of any petition for relief under the creditors rights laws (the "Rents") and all proceeds from the sale or other disposition of the Leases and the right to receive and apply the Rents; (f) Insurance Proceeds. All proceeds of and any unearned premiums on any insurance policies covering the Land, Improvements and/or Personal Property, including, without limitation, the right to receive and apply the proceeds of any insurance, judgments, or settlements made in lieu thereof, for damage thereto; (g) Condemnation Awards. All awards or payments, including interest thereon, which may heretofore and hereafter be made with respect to the Land or Improvements, whether from the exercise of the right of eminent domain (including, but not limited to any transfer made in lieu of or in anticipation of the exercise of the right), or for a change of grade, or for any other injury to or decrease in the value of the Land or Improvements; (h) Tax Certiorari. All refunds, rebates or credits in connection with a reduction in real estate taxes and assessments charged against the Land or Improvements as a result of tax certiorari or any applications or proceedings for reduction; (i) Conversion. All proceeds of the conversion, voluntary or involuntary, of any of the foregoing including, without limitation, proceeds of insurance and

17. Check only if applicable and check only one box.
 Debtor is a Trust or Trustee acting with respect to property held in trust or Decedent's Estate

18. Check only if applicable and check only one box.

Debtor is a TRANSMITTING UTILITY

Filed in connection with a Manufactured-Home Transaction - effective 30 years

Filed in connection with a Public-Finance Transaction - effective 30 years

FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME METROPOLITAN OASIS COMMUNITY DEVELOPMENT CORPORATION		
OR	9b. INDIVIDUAL'S LAST NAME	
	FIRST NAME	MIDDLE NAME, SUFFIX

10. MISCELLANEOUS

6831314-40-1
 515795 IBAYVIEW2
 200036118
 34017
 File with: Indiana

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - Insert only one name (11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME			
OR	11b. INDIVIDUAL'S LAST NAME		FIRST NAME
			MIDDLE NAME
			SUFFIX
11c. MAILING ADDRESS			CITY
		STATE	POSTAL CODE
			COUNTRY
11d. SEE INSTRUCTION	ADD'L INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION
			11g. ORGANIZATIONAL ID #, if any <input type="checkbox"/> NONE

12. ADDITIONAL SECURED PARTY'S or ASSIGNOR S/P's NAME - Insert only one name (12a or 12b)

12a. ORGANIZATION'S NAME			
OR	12b. INDIVIDUAL'S LAST NAME		FIRST NAME
			MIDDLE NAME
			SUFFIX
12c. MAILING ADDRESS			CITY
		STATE	POSTAL CODE
			COUNTRY

13. This FINANCING STATEMENT covers timber to be cut or as-extracted collateral or is filed as a fixture filing.

14. Description of real estate:

15. Additional collateral description:

condemnation awards, into cash or liquidation claims; (j) Rights. The right, in the name and on behalf of Debtor, to appear in and defend any action or proceeding brought with respect to the Land, Improvements, Personal Property, Leases or Rents and to commence any action or proceeding to protect the interest of Secured Party therein; (k) Agreements. All agreements, contracts, certificates, Instruments, franchises, permits, licenses, plans, specifications and other documents, now or hereafter entered into, and all rights therein and thereto, respecting or pertaining to the use, occupation, construction, management or operation of the Land and any part thereof and any Improvements or respecting any business or activity conducted on the Land and any part thereof and all right, title and interest of Debtor therein and thereunder; (l) Intangibles. All trade names, trademarks, servicemarks, logos, copyrights, goodwill, books and records and all other general intangibles relating to or used in connection with the operation of the Land and Improvements; (m) Cash and Accounts. All cash funds, deposit accounts and other rights and evidence of rights to cash, all present and future funds, accounts, instruments, accounts receivable, documents, causes of action, or claims now or hereafter held, created or otherwise capable of credit to the Debtor/Borrower; and (n) Other Rights. Any and all other rights of

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

17. Check only if applicable and check only one box.
 Debtor is a Trust or Trustee acting with respect to property held in trust or Decedent's Estate

18. Check only if applicable and check only one box.
 Debtor is a TRANSMITTING UTILITY
 Filed in connection with a Manufactured-Home Transaction -- effective 30 years
 Filed in connection with a Public-Finance Transaction -- effective 30 years

Indiana Secretary of State
 Filing Number: 200500008280025
 Filing Date : 09/16/2005 17:30:00

FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME METROPOLITAN OASIS COMMUNITY DEVELOPMENT CORPORATION		
OR	9b. INDIVIDUAL'S LAST NAME	
	FIRST NAME	MIDDLE NAME, SUFFIX

10. MISCELLANEOUS
 6831314-40-1
 515795 IBAYVIEW2
 200036116
 34017
 File with: Indiana

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - Insert only one name (11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME			
OR	11b. INDIVIDUAL'S LAST NAME		FIRST NAME
			MIDDLE NAME
			SUFFIX
11c. MAILING ADDRESS			CITY
		STATE	POSTAL CODE
			COUNTRY
11d. SEE INSTRUCTION	ADD'L INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION
			11g. ORGANIZATIONAL ID #, if any <input type="checkbox"/> NONE

12. ADDITIONAL SECURED PARTY'S or ASSIGNOR S/P's NAME - Insert only one name (12a or 12b)

12a. ORGANIZATION'S NAME			
OR	12b. INDIVIDUAL'S LAST NAME		FIRST NAME
			MIDDLE NAME
			SUFFIX
12c. MAILING ADDRESS			CITY
		STATE	POSTAL CODE
			COUNTRY

13. This FINANCING STATEMENT covers timber to be cut or as-extracted collateral or is filed as a fixture filing.

14. Description of real estate:

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

16. Additional collateral description:
 Debtor in and to the items set forth in Subsections (a) through (m) above.

17. Check only if applicable and check only one box.
 Debtor is a Trust or Trustee acting with respect to property held in trust or Decedent's Estate

18. Check only if applicable and check only one box.
 Debtor is a TRANSMITTING UTILITY
 Filed in connection with a Manufactured Home Transaction -- effective 30 years
 Filed in connection with a Public Finance Transaction -- effective 30 years

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

CT Lien Solutions
Representation of filing

This filing is Completed
File Number : 20100007723355
File Date : 13-SEP-2010

A. NAME & PHONE OF CONTACT AT FILER (optional) Phone: (800) 331-3282 Fax: (818) 662-4141	
B. SEND ACKNOWLEDGMENT TO: (Name and Address)	
CT Lien Solutions P.O. Box 29071 Glendale CA, 91209-9071	25250813 ININ
15795 - File with: Secretary of State, IN	

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #
200500008280025 9/16/2005 SS IN

1b. This FINANCING STATEMENT AMENDMENT is to be filed (for record) or recorded in the REAL ESTATE RECORDS.

2. TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address in item 7c; and also give name of assignor in item 9.

5. AMENDMENT (PARTY INFORMATION): This Amendment effects Debtor or Secured Party of record. Check only one of these two boxes.
Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

CHANGE name and/or address: Please refer to the detailed instructions in regards to changing the name/address of a party.

DELETE name: Give record name to be deleted in item 6a or 6b.

ADD name: Complete item 7a or 7b and also item 7c; also complete items 7e-7g (if applicable).

6. CURRENT RECORD INFORMATION

6a. ORGANIZATION'S NAME				
OR	6b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

7. CHANGED (NEW) OR ADDED INFORMATION

7a. ORGANIZATION'S NAME					
OR	7b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
7c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY

7d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	7e. TYPE OF ORGANIZATION	7f. JURISDICTION OF ORGANIZATION	7g. ORGANIZATIONAL ID#, if any	<input type="checkbox"/> NONE
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8. AMENDMENT (COLLATERAL CHANGE): check only one box.

Describe collateral deleted or added, or give entire restated collateral description, or describe collateral assigned.

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if the is a termination authorized by a Debtor, check here and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME Bayview Financial, L.P.				
OR	9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

10. OPTIONAL FILER REFERENCE DATA
25250813 Debtor Name: METROPOLITAN OASIS COMMUNITY DEVELOPMENT CORPORATION 200036116

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

CT Lien Solutions
Representation of filing

This filing is Completed
File Number : 201500001920606
File Date : 16-Mar-2015

A. NAME & PHONE OF CONTACT AT FILER (optional) Phone: Fax:	
B. E-MAIL CONTACT AT FILER (optional)	
C. SEND ACKNOWLEDGMENT TO: (Name and Address) 15795 - BAYVIEW	
BAYVIEW FINANCIAL, L.P. 4425 PONCE DE LEON BLVD 5TH FLOOR CORAL GABLES, FL 33146	47178003 ININ
File with: Secretary of State, IN	

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER 200500008280025 9/16/2005 SS IN	1b. <input type="checkbox"/> This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS Filer: attach Amendment Addendum (Form UCC3Ad) and provide Debtor's name in item 13
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2. TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement

3. ASSIGNMENT (full or partial): Provide name of Assignee in item 7a or 7b, and address of Assignee in item 7c and name of Assignor in item 9
For partial assignment, complete items 7 and 9 and also indicate affected collateral in item 8

4. CONTINUATION: Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law

5. PARTY INFORMATION CHANGE:
Check one of these two boxes: AND Check one of these three boxes to:
This Change affects Debtor or Secured Party of record CHANGE name and/or address: Complete item 6a or 6b; and item 7a or 7b and item 7c ADD name: Complete item 7a or 7b, and item 7c DELETE name: Give record name to be deleted in item 6a or 6b

6. CURRENT RECORD INFORMATION: Complete for Party Information Change - provide only one name (6a or 6b)

6a. ORGANIZATION'S NAME				
OR	6b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

7. CHANGED OR ADDED INFORMATION: Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

7a. ORGANIZATION'S NAME BAYVIEW LOAN SERVICING LLC				
OR	7b. INDIVIDUAL'S SURNAME			
	INDIVIDUAL'S FIRST PERSONAL NAME			
	INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)			SUFFIX

7c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
4425 PONCE DE LEON BLVD. 5TH FLOOR	CORAL GABLES	FL	33146	USA

8. COLLATERAL CHANGE: Also check one of these four boxes: ADD collateral DELETE collateral RESTATE covered collateral ASSIGN collateral
Indicate collateral:

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT: Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment)
If this is an Amendment authorized by a DEBTOR, check here and provide name of authorizing Debtor

9a. ORGANIZATION'S NAME Bayview Financial, L.P.				
OR	9b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

10. OPTIONAL FILER REFERENCE DATA: Debtor Name: METROPOLITAN OASIS COMMUNITY DEVELOPMENT CORPORATION
47178003 34017 200036116



STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2010 SEP 14 PM 2:40

MICHELLE R. FAJMAN
RECORDER

UCC FINANCING STATEMENT AMENDMENT
FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional) **2010 000499**
Phone (800) 331-3252 Fax (818) 662-4141

B. SEND ACKNOWLEDGEMENT TO: (Name and Mailing Address) 15795 BAYVIEW SERVICE

CT Len Solutions 25251733
P.O. Box 29071
Glendale, CA 91209-9071
ININ
FIXTURE

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #
2005 000849 09/16/05 CC IN Lake

1d. This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS.

2. **TERMINATION:** Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.
3. **CONTINUATION:** Effectiveness of the Financing Statement identified above with respect to the security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. **ASSIGNMENT** (full or partial): Give name of assignee in item 7a or 7b and address of assignee in 7c; and also give name of assignor in item 9.
5. **AMENDMENT (PARTY INFORMATION):** This Amendment affects Debtor or Secured Party of record. Check only one of these two boxes.
Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.
 CHANGE name and/or address: Give current record name in item 6a or 6b; also give new name (if name change) in item 7a or 7b and/or new address (if address change) in item 7c.
 DELETE name: Give record name to be deleted in item 6a or 6b.
 ADD name: Complete item 7a or 7b, and also item 7c; also complete items 7d-7g (if applicable)

6. **CURRENT RECORD INFORMATION:**
6a. ORGANIZATION'S NAME
METROPOLITAN OASIS COMMUNITY DEVELOPMENT CORPORATION
OR
6b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7. **CHANGED (NEW) OR ADDED INFORMATION:**
7a. ORGANIZATION'S NAME
OR
7b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX
7c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
7d. SEE INSTRUCTION ADDL INFO RE ORGANIZATION DEBTOR 7e. TYPE OF ORGANIZATION 7f. JURISDICTION OF ORGANIZATION 7g. ORGANIZATIONAL ID #, if any NONE

8. **AMENDMENT (COLLATERAL CHANGE):** check only one box.
Describe collateral deleted or added, or give entire restated collateral description, or describe collateral assigned.

CK #2771664

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here and enter name of DEBTOR authorizing this Amendment.
9a. ORGANIZATION'S NAME
Bayview Financial, L.P.
OR
9b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

10. OPTIONAL FILER REFERENCE DATA
25251733 Debtor Name: METROPOLITAN OASIS COMMUNITY DEVELOPMENT CORPORATION 200036116 34060

UCC FINANCING STATEMENT AMENDMENT ADDENDUM
FOLLOW INSTRUCTIONS (front and back) CAREFULLY

11. INITIAL FINANCING STATEMENT FILE # (same as Item 1a on Amendment form)

2005 000849 09/16/05 CC IN Lake

12. NAME of PARTY AUTHORIZING THIS AMENDMENT (same as Item 9 on Amendment form)

12a. ORGANIZATION'S NAME
Bayview Financial, L.P.

OR

12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME, SUFFIX
-----------------------------	------------	---------------------

13. Use this space for additional information

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

— Description: see attached

2010 000499

STATE OF ILLINOIS
LAKE COUNTY
FILED FOR RECORD
2010 SEP 14 PM 2:41
MICHELLE R. FAJMAN
RECORDER

COPY

1661-65 BROADWAY, GARY, INDIANA
LOTS 15 AND 16, BLOCK 5, BROADWAY ADDITION TO THE CITY OF GARY, AS
SHOWN IN PLAT BOOK 6, PAGE 23, IN THE OFFICE OF THE RECORDER OF
LAKE COUNTY, INDIANA.

2010 000499

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2010 SEP 14 PM 2:4

MICHELLE R. FAJMAN
RECORDER

OF # 377144

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Phone: Fax:	
B. E-MAIL CONTACT AT FILER (optional)	
C. SEND ACKNOWLEDGMENT TO: (Name and Address) 15795 - BAYVIEW	
BAYVIEW FINANCIAL, L.P. 4425 PONCE DE LEON BLVD 5TH FLOOR CORAL GABLES, FL 33146	47178009 IN IN FIXTURE
File with: Lake, IN	

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER
2005 000849 9/16/2005 CC IN Lake

1b. This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS
Filer: attach Amendment Addendum (Form UCC3Ad) and provide Debtor's name in item 13

2. TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement

3. ASSIGNMENT (full or partial): Provide name of Assignee in item 7a or 7b, and address of Assignee in item 7c and name of Assignor in item 9
For partial assignment, complete items 7 and 9 and also indicate affected collateral in item 8

4. CONTINUATION: Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law

5. PARTY INFORMATION CHANGE:

Check one of these two boxes:

AND Check one of these three boxes to:

This Change affects Debtor or Secured Party of record CHANGE name and/or address: Complete item 6a or 6b; and item 7a or 7b and item 7c ADD name: Complete item 7a or 7b, and item 7c DELETE name: Give record name to be deleted in item 6a or 6b

6. CURRENT RECORD INFORMATION: Complete for Party Information Change - provide only one name (6a or 6b)

6a. ORGANIZATION'S NAME				
OR	6b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

7. CHANGED OR ADDED INFORMATION: Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

7a. ORGANIZATION'S NAME			
BAYVIEW LOAN SERVICING LLC			
OR	7b. INDIVIDUAL'S SURNAME		
INDIVIDUAL'S FIRST PERSONAL NAME			
INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)			SUFFIX

7c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
4425 PONCE DE LEON BLVD. 5TH FLOOR	CORAL GABLES	FL	33146	USA

8. COLLATERAL CHANGE: Also check one of these four boxes: ADD collateral DELETE collateral RESTATE covered collateral ASSIGN collateral

Indicate collateral:

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT: Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment)

If this is an Amendment authorized by a DEBTOR, check here and provide name of authorizing Debtor

9a. ORGANIZATION'S NAME				
Bayview Financial, L.P.				
OR	9b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

10. OPTIONAL FILER REFERENCE DATA: Debtor Name: METROPOLITAN OASIS COMMUNITY DEVELOPMENT CORPORATION
47178009 34060 200036116

UCC FINANCING STATEMENT AMENDMENT ADDENDUM

FOLLOW INSTRUCTIONS

11. INITIAL FINANCING STATEMENT FILE NUMBER: Same as item 1a on Amendment form
 2005 000849 9/16/2005 CC IN Lake

12. NAME OF PARTY AUTHORIZING THIS AMENDMENT: Same as item 9 on Amendment form

12a. ORGANIZATION'S NAME Bayview Financial, L.P.	
OR	
12b. INDIVIDUAL'S SURNAME	
FIRST PERSONAL NAME	
ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

13. Name of DEBTOR on related financing statement (Name of a current Debtor of record required for indexing purposes only in some filing offices - see Instruction item 13): Provide only one Debtor name (13a or 13b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); see Instructions if name does not fit

13a. ORGANIZATION'S NAME METROPOLITAN OASIS COMMUNITY DEVELOPMENT CORPORATION			
OR			
13b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

14. ADDITIONAL SPACE FOR ITEM 8 (Collateral):

Debtor Name and Address:
 METROPOLITAN OASIS COMMUNITY DEVELOPMENT CORPORATION - 1641-45 BROADWAY , GARY, IN 46407

Secured Party Name and Address:
 Bayview Financial, L.P. - 4425 Ponce De Leon Blvd. , Coral Gables, FL 33146
 BAYVIEW LOAN SERVICING LLC - 4425 PONCE DE LEON BLVD. 5TH FLOOR , CORAL GABLES, FL 33146

15. This FINANCING STATEMENT AMENDMENT:
 covers timber to be cut covers as-extracted collateral is filed as a fixture filing

17. Description of real estate:
 see attached

16. Name and address of a RECORD OWNER of real estate described in Item 17 (if Debtor does not have a record interest):

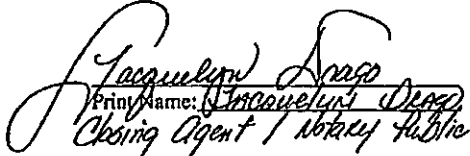
18. MISCELLANEOUS: 47178009-IN-89 15795 - BAYVIEW SERVICING Bayview Financial, L.P. File with: Lake, IN 34060 200036116

EXHIBIT "A"

Lots 15 and 16, Block 5, Broadway Addition to the City of Gary, as shown in Plat Book 6, Page 23, in the Office of the Recorder of Lake County Indiana.

IN WITNESS WHEREOF, Borrower has duly executed this Note as of the day and date first above written.

Signed, sealed and delivered
in the presence of:


Print Name: Jacquelyn Drago
Closing Agent / Notary Public
Print Name: _____

Borrower(s):
Metropolitan Oasis Community Development
Corporation, an Indiana Corporation

By: 
Name: Floyd E. Dumas
Title: C.E.O.

[CORPORATE SEAL]

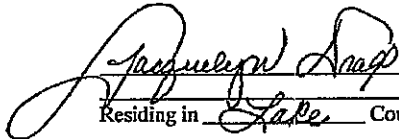
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PAGE 8 of 10

ACKNOWLEDGMENT

STATE OF INDIANA)
COUNTY OF Lake) ss:

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Floyd E. Dumas, the C.E.O of Metropolitan Oasis Community Development Corporation, an Indiana Corporation, who acknowledged the execution of the foregoing instrument for and on behalf of said entity.

Witness my hand and Notarial Seal on August 19, 2005.


_____, Notary Public
Residing in Lake County, Indiana

My Commission Expires:

12-13-2009

This Instrument prepared by:
With an address at:

Bayview Financial Trading Group, L.P.
4425 Ponce de Leon Blvd., 4th Floor
Coral Gables, Florida 33146

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2014-CH-10751
PAGE 9 of 10

ALLONGE TO NOTE

Borrower(s): Metropolitan Oasis Community Development Corporation, an Indiana Corporation
Co-Borrower(s):
Property: 1641 – 45 Broadway
Gary, IN 46407
Loan Amount: \$ 202,500.00
Note Dated: August 19th, 2005

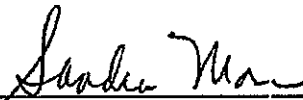
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2014-CH-10751
PAGE 10 of 10

**WITHOUT RECOURSE
PAY TO THE ORDER OF**

This 23rd day of August, 2005.

InterBay Funding, LLC

by



Printed Name: Sandra Moore
Title: Operations Manager

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2014-CH-10751
CALENDAR: 05
PAGE 628

BV# 200036116

CIRCUIT CLERK
COOK COUNTY CHANCERY
STATE OF INDIANA
LAKE COUNTY CLERK DORO
FILED FOR RECORD

UPON RECORDING RETURN TO:

Bayview Loan Servicing
4425 Ponce de Leon Blvd., 5th Fl.
Coral Gables, Florida 33146
Attention: Collateral Department

2005 075489

2005 SEP -2 PM 2:36

MICHAEL A. BROWN
RECORDER

MORTGAGE AND SECURITY AGREEMENT

(INDIANA)

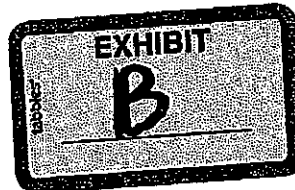
Metropolitan Oasis Community Development
Corporation, an Indiana Corporation.

as Mortgagor
(Borrower)

To

InterBay Funding, LLC, a Delaware Limited
Liability Company

as Mortgagee
(Lender)



\$80
CK# 4570
Cam

THIS MORTGAGE AND SECURITY AGREEMENT (the "Security Instrument") is made as of August 19, 2005, by Metropolitan Oasis Community Development Corporation, an Indiana Corporation, whose address is 1641- 45 Broadway, Gary, IN 46407, as mortgagor ("Borrower") to InterBay Funding, L.L.C, a Delaware Limited Liability Company, whose address is 4601 Sheridan Street, 6th Floor, Hollywood, Florida 33021, as mortgagee ("Lender").

RECITALS:

Borrower by its Promissory Note of even date herewith given to Lender is indebted to Lender in the principal sum of Two Hundred Two Thousand Five Hundred and No/100 Dollars (\$202,500.00) in lawful money of the United States of America (the Note together with all extensions, renewals, modifications, substitutions and amendments thereof shall collectively be referred to as the "Note"), with interest from the date thereof at the rates set forth in the Note, principal and interest to be payable in accordance with the terms and conditions provided in the Note and with a maturity date of September 1, 2020.

By its execution hereof, Borrower desires to secure the payment of the Debt (hereinafter defined) and the performance of all of its obligations under the Note and the Other Obligations (hereinafter defined) and any and all other indebtedness now or hereafter owing by Borrower to Lender.

ARTICLE I. - GRANTS OF SECURITY

Section 1.1. **PROPERTY MORTGAGED.** Borrower does hereby irrevocably mortgage, grant, bargain, sell, pledge, assign, warrant, transfer and convey to Lender with mortgage covenants upon the Statutory Condition and, as provided and/or authorized by applicable law, with the STATUTORY POWER OF SALE, and grant a security interest to Lender in, the following property, rights, interests and estates now owned, or hereafter acquired by Borrower to the fullest extent permitted by applicable law (collectively, the "Property"):

(a) **Land.** The real property described in *Exhibit "A"* attached hereto and made a part hereof (the "Land");

(b) **Additional Land.** All additional lands, estates and development rights hereafter acquired by Borrower for use in connection with the Land and the development of the Land and all additional lands and estates therein which may, from time to time, by supplemental mortgage or otherwise be expressly made subject to the lien of this Security Instrument;

(c) **Improvements.** The buildings, structures, fixtures, additions, enlargements, extensions, modifications, repairs, replacements and improvements now or hereafter erected or located on the Land (the "Improvements");

(d) **Easements.** All easements, servitudes rights-of-way or use, rights, strips and gores of land, streets, ways, alleys, passages, sewer rights, water, water courses, water rights and powers, air rights and development rights, and all estates, rights, titles, interests, privileges, liberties, servitudes, tenements, hereditaments and appurtenances of any nature whatsoever, in any way now or hereafter belonging, relating or pertaining to the Land and the Improvements and the reversion and reversions, remainder and remainders, and all land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the Land, to the center line thereof and all the estates, rights, titles, interests, dower and rights of dower, courtesy and rights of courtesy, property, possession, claim and demand whatsoever, both at law and in equity, of Borrower of, in and to the Land and the Improvements and every part and parcel thereof, with the appurtenances thereto;

(e) **Fixtures and Personal Property.** All machinery, equipment, fixtures (including, but not limited to, all heating, air conditioning, plumbing, lighting, communications and elevator fixtures) trade fixtures and other property of every kind and nature whatsoever owned by Borrower, or in which Borrower has or shall have an interest, including without limitation, letter of credit rights, deposit accounts, payment intangibles, investment property, electronic chattel paper, timber to be cut and farm animals and, now or hereafter located upon the Land and the Improvements, or appurtenant thereto, and usable in connection with the present or future operation and occupancy of the Land and the Improvements and all building equipment, materials and supplies of any nature whatsoever owned by Borrower, or in which Borrower has or shall have an interest, now or hereafter located upon the Land and the Improvements, or appurtenant thereto, or usable in connection with the present or future operation and occupancy of the Land and the Improvements (collectively, the "Personal Property"), and the right, title and interest of Borrower in and to any of the

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2014-CH-10751
PAGE 2 of 38

Handwritten signature/initials

EXHIBIT E

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
 COUNTY DEPARTMENT, CHANCERY DIVISION

RONY SHAMUEL a/k/a)
 RONNIE SHAMUEL,)
)
 Plaintiff,)
)
 v.)
)
 CHRISTOPHER JURICA, JAY)
 JURICA, and FIRE CLEAN PLUS, INC.,)
)
 Defendants.)

Case No. 2014 CH 10751
 Consolidated with 2014 M1 717314
 Honorable Neil H. Cohen

BAYVIEW LOAN SERVICING LLC,)
)
 Respondent/Intervenor,)
 v.)
)
 Fire Clean LLC, James E. Sullivan,)
 Court Appointed Receiver for Fire Clean)
 LLC and Fire Clean Pus, Inc., Paul)
 Waggoner, metropolitan Oasis CDC,)
 Eldorado Insurance Group, Inc., a/ka)
 EIS Group, Inc.)

ANSWER and AFFIRMATIVE DEFENSES
TO BAYVIEW'S AMENDED ACTION FOR DECLARATORY RELIEF

NOW COMES Fire Clean LLC, Fireclean Plus, Inc., and James E. Sullivan in his capacity as Receiver for Fire Clean LLC and Fireclean Plus, Inc. (collectively, "Fireclean"), by and through their attorneys, GARDINER KOCH WEISBERG & WRONA, and for their Answer and Affirmative Defenses to Bayview Loan Servicing LLC's Amended Action for Declaratory Relief/ Third Party Complaint, Fireclean states as follows:

NATURE OF THE ACTION

Bayview Loan Servicing LLC ("Bayview") brings this action for a declaration as to its priority interest in certain insurance proceeds that were originally made payable to Bayview, First Clean LLC ("Fire Clean"), Metropolitan Oasis Community Development Corporation ("Metro"), Paul Waggoner ("PW") and EIS Group, Inc. ("EIS"). The proceeds were in the form of American States Insurance Company Check # 06879554 dated August 6, 2014 in the amount of \$198,495.93 ("Proceeds"). By order of court the Proceeds were deposited with the clerk of the court pending further order of court. The Court directed that parties claiming an interest in the proceeds to assert their claim. Bayview seeks a declaration that it has a priority lien claim to the Proceeds up to the amount of its unpaid mortgage loan and an order directing said sums to be paid to it.

ANSWER: Fireclean denies that Bayview's description of the nature of the action is an accurate portrayal of the current proceedings.

PARTIES

1. Bayview is a Delaware Limited Liability Company. Bayview is an affiliate of Interbay Funding LLC ("Interbay") and was/is an affiliate of Bayview Financial L.P.

ANSWER: Fireclean lacks knowledge sufficient to form a belief as to the truth of the allegations of Paragraph 1 and, therefore, nether admits nor denies said allegations.

2. Bayview is the current holder of a Note dated August 19, 2005 executed by Metro ("Note"). Bayview is also the assignee of the Mortgage and Security Agreement dated August 19, 2005 ("Mortgage") executed by Metro to secure the indebtedness represented by the Note. Bayview is also the assignee of all rights under the UCC Financing Filings recorded against the personal property and assets of Metro. The loan evidenced by the Note was originated by Interbay.

ANSWER: Fireclean lacks knowledge sufficient to form a belief as to the truth of the allegations of Paragraph 2 and, therefore, nether admits nor denies said allegations.

3. The Mortgage was recorded against the property located at and commonly known as 1641-45 Broadway, Gary Indiana, 46407. ("Property") A copy of the Note, Mortgage and Security Agreement and Assignment of Mortgage and UCC filings are attached hereto as Exhibits A, B, C and D respectively.

ANSWER: The Receiver lacks knowledge sufficient to form a belief as to the truth of the allegations of Paragraph 3 and, therefore, neither admits nor denies said allegations. In further answering, the Receiver denies that the documents attached to Bayview's Amended Action for Declaratory Relief are relevant to the Instant receivership action and states that the documents speak for themselves.

4. Metro is an Indiana Corporation. Metro is the owner of the Property. Metro executed the Note and Mortgage.

ANSWER: Fireclean lacks knowledge sufficient to form a belief as to the truth of the allegations of Paragraph 4 and, therefore, neither admits nor denies said allegations.

5. Fire Clean is an Illinois Limited Liability Company. Fire Clean was a named payee of the Proceeds and may claim an interest in the Proceeds.

ANSWER: Fireclean admits that at the time that it performed work for Metro, it was an Illinois Limited Liability Company. Fireclean LLC has since been placed into receivership and is winding up the business. Fireclean admits the remaining allegations contained in Paragraph 5.

6. James E. Sullivan is the court appointed Receiver of the assets of Fire Clean and in that capacity may claim and interest in the Proceeds on behalf of Fire Clean.

ANSWER: Admitted.

7. PW is an individual who was also a named payee of the Proceeds and may claim an interest in the Proceeds.

ANSWER: Admitted.

8. EIS was also a named payee of the Proceeds and may claim an interest in the Proceeds.

ANSWER: Admitted.

FACTS

9. On or about December 28, 2011 there was a fire loss at the Property.

ANSWER: Denied. Upon information and belief, the building adjacent to the Property caught fire on or around December 28, 2011, and the Property sustained smoke and related damage as a result.

10. On information and belief, at the time of the fire loss, Metro was covered under a policy of insurance issued by Liberty Mutual/American States Insurance Company and Bayview was a named insured as mortgagee.

ANSWER: Fireclean lacks knowledge sufficient to form a belief as to the truth of the allegations of Paragraph 10 and, therefore, neither admits nor denies said allegations.

11. Metro initiated a claim which resulted in insurance certain payments, including specifically the Proceeds. The Proceeds were made payable to Bayview, Fire Clean, Metro, EIS and PW.

ANSWER: Fireclean admits that the Proceeds were received and made payable to Bayview, Fire Clean, Metro, EIS and PW but denies that Bayview accurately characterizes the events which lead to the Proceeds being paid out.

12. The Receiver was appointed by the Court as the Receiver of the assets of Fire Clean. In that capacity, the Receiver sought endorsements by the various payees, including Bayview, for deposit into the Receiver's account.

ANSWER: Admitted.

13. As of November 26, 2014 all payees other than Bayview had endorsed the Proceeds.

ANSWER: Denied. In further answering, Fireclean states that the other payees or their agents either endorsed the check or executed a limited Power of Attorney, subject to the Court's later determination regarding distribution of the Proceeds.

14. Bayview asserted a priority claim to the Proceeds up to the amount of the unpaid Note and Mortgage and objected to the funds being deposited into the Receiver's Account.

ANSWER: Admitted.

15. On November 26, 2014, an Order was entered providing that Bayview would endorse the check and setting the matter over for entry of an order directing the Receiver to deposit the Proceeds with the Clerk of the Circuit Court of Cook County.

ANSWER: Admitted.

16. Thereafter, Bayview endorsed the Proceeds and, on December 8, 2014, the Court ordered the Receiver to deposit the Proceeds with the Clerk of the Circuit Court. Bayview is informed and believes that the Proceeds were deposited with the Clerk on December 8, 2014.

ANSWER: Admitted.

17. Bayview's Mortgage grants Bayview a security interest in the Property, including the Land, Improvements, Easements, Fixtures and Personal Property, Leases and Rents and any and all insurance proceeds for damage to any of the foregoing, including the right to apply any insurance payments. (Article 1 pgs. 1-2, , Article 19 Ex. B) The UCC also grants a security interest in the personal property, including any insurance proceeds for damage to the personal property.
(Citation to document)

ANSWER: The allegations contained in Paragraph 17 are legal conclusions to which no answer is required. In further answering, Fireclean states that collectively the attached documents speak for themselves. Therefore, Fireclean neither admits nor denies the allegations in Paragraph 17.

18. Bayview's Mortgage grants Bayview the option to apply the proceeds of insurance against the amounts due and owing. (Article 3, pg. 6, Ex. B). Bayview's right to apply proceeds is without limitation if Metro is in default at the time of the loss.

ANSWER: The allegations contained in Paragraph 18 are legal conclusions to which no answer is required. In further answering, Fireclean states that collectively the

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2014-CH-10751
PAGE 5 of 9

attached documents speak for themselves. Therefore, Fireclean neither admits nor denies the allegations in Paragraph 18.

19. Bayview's UCC grants Bayview the right to all personal property, including insurance proceeds.

ANSWER: The allegation contained in Paragraph 19 is a legal conclusion to which no answer is required. In further answering, Fireclean states that collectively the attached documents speak for themselves. Therefore, Fireclean neither admits nor denies the allegations in Paragraph 19.

20. At the time of the subject fire loss Metro was in default of its obligations.

ANSWER: Fireclean has insufficient information with which to admit or deny the allegations found in paragraph 20 and demands strict proof thereof.

21. Bayview has elected to apply the Proceeds to the amounts due pursuant to the Note and Mortgage. In addition, Bayview is entitled to the proceeds pursuant to the UCC.

ANSWER: Fireclean states that Bayview's pleadings speak for themselves. The second sentence in paragraph 21 moreover is a legal conclusion to which no answer is required. Therefore, Fire Clean neither admits nor denies the allegations in Paragraph 21.

22. As of December 28, 2011, the amount necessary to payoff the Note and Mortgage was \$168,750.18.

ANSWER: Fireclean has insufficient information with which to admit or deny the allegations found in paragraph 22 of and demands strict proof thereof.

23. After credit for all payments made since, the amounts currently due and owing as of January 1, 2015 total approximately \$132,060.51.

ANSWER: Fireclean has insufficient information with which to admit or deny the allegations found in paragraph 23 and demands strict proof thereof.

24. Bayview is informed and believes that Fire Clean and other parties have objected or may object to the payment of the Proceeds to Bayview.

ANSWER: Fireclean has insufficient information with which to admit or deny the allegations found in paragraph 24 and demands strict proof thereof.

25. There is an actual controversy.

ANSWER: The allegation contained in Paragraph 25 is a legal conclusion to which no answer is required.

WHEREFORE, James E. Sullivan, as receiver for Fire Clean LLC, requests that this Court dismiss Bayview's Amended Action for Declaratory Relief / Third Party Complaint, and grant such further relief as the Court deems just and equitable.

AFFIRMATIVE DEFENSES

NOW COMES Fire Clean LLC, Fireclean Plus, Inc., and/or James E. Sullivan in his capacity as Receiver for Fire Clean LLC and Fireclean Plus, Inc. (collectively, "Fireclean"), by and through its Attorneys, GARDINER KOCH WEISBERG & WRONA., and for their Affirmative Defenses to Bayview's Action for Declaratory Relief / Third Party Complaint, Fireclean states as follows:

Discovery and investigation may reveal that any one or more of the following affirmative defenses should be available to Fireclean. Fireclean, therefore, asserts said affirmative defenses in order to preserve the right to assert them. Upon completion of any discovery, if the facts warrant, Fireclean may withdraw any of these affirmative defenses as may be appropriate. Further, Fireclean reserves the right to amend its Answer to assert additional defenses, cross-claims, counterclaims, and other claims and defenses as discovery proceeds.

FIRST AFFIRMATIVE DEFENSE -- Waiver, Estoppel

Bayview's claims are barred, in whole or in part, by the doctrines of ratification, waiver, estoppel, and/or acquiescence. File documents indicate that Bayview endorsed and at least one other check from Indiana Insurance Company related to Metropolitan's claim and work that

ELECTRONICALLY FILED
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2014-CH-10751
PAGE 7 of 9

Fireclean completed in relation thereto and reliance thereon. In doing so, Bayview renounced its right to the insurance proceeds related to this loss.

SECOND AFFIRMATIVE DEFENSE -- Laches

Each and every claim asserted or raised in Bayview's Amended Action for Declaratory Relief / Third Party Complaint is barred by the doctrine of laches and/or is otherwise untimely.

THIRD AFFIRMATIVE DEFENSE -- Failure to Join a Necessary Party

Upon information and belief, Metropolitan Oasis Community Development Center and Paul Waggoner have an interest in this matter and are necessary parties. Bayview has failed to join those parties to this action.

FOURTH AFFIRMATIVE DEFENSE – Equity – Damage to Receivership Estate

The relief the Bayview requests is not consistent with the aims of the Receivership Order and the purposes of the receivership estate. Permitting Bayview to obtain a declaratory judgment ordering payment of all amounts due and owing to the Bayview, outside of the receivership claims process and before an equitable distribution plan has been established, would frustrate the procedural process of the receivership and contravene the receivership's equitable purpose. Permitting Bayview to recover the allege amounts owed to them would substantially impact the value of the receivership estate and the recovery of other creditors and investors. As such, it would be inequitable to grant Bayview the recovery requested therein.

FIFTH AFFIRMATIVE DEFENSE – Privity/ Lack of Standing

Fireclean was not in privity of contract with Bayview and had no knowledge, nor should they have reasonably known, that Metro was in default and/or that Bayview intended to apply the insurance proceeds to the balance on the mortgage.

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2014-CH-10751
PAGE 8 of 9

WHEREFORE, Fire Clean LLC, Fireclean Plus, Inc., and James E. Sullivan in his capacity as Receiver for Fire Clean LLC and Fireclean Plus, Inc. request that this Court dismiss Bayview's Amended Action for Declaratory Relief / Third Party Complaint, and grant such further relief as the Court deems just and equitable.

Respectfully Submitted,

By: 

One of the Receiver's Attorneys

James B. Koch
Sharman V. Condon
GARDINER KOCH WEISBERG & WRONA
53 West Jackson Blvd. Suite 950
Chicago, Illinois 60604
T (312) 362-0000
Fax: (312) 362-0440
Atty No. 58588

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2014-CH-10751
PAGE 9 of 9

EXHIBIT F

SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

1. **PARTIES** -- This Settlement Agreement and Release of Claims (the "Settlement Agreement") is made and entered into on the last day set forth on the signature page by, James E. Sullivan, Court Appointed Receiver for and on behalf of Fire Clean, LLC and Fire Clean Plus, Inc. ("Receiver") Bayview Loan Servicing LLC ("Bayview"); and Metropolitan Oasis Community Development Corporation ("Metro"). Receiver, Bayview and Metro are collectively referred to as the "Parties."

2. **RECITALS** -- This Agreement is entered into with reference to the following:

A. Bayview is the current holder of a Note dated August 19, 2005 executed by Metro ("Note"). Bayview is also the assignee of the Mortgage and Security Agreement dated August 19, 2005 ("Mortgage") executed by Metro to secure the indebtedness represented by the Note. Bayview is also the assignee of all rights under the UCC Financing Filings recorded against the personal property and assets of Metro.

B. The Mortgage was recorded against the property located at and commonly known as 1641-45 Broadway, Gary, Indiana 46407 ("Property"). A copy of the Note, Mortgage and Security Agreement and Assignment of Mortgage and various UCC filings were attached to the Amended Complaint filed by Bayview in the pending legal proceedings before the Honorable Neil H. Cohen in the Circuit Court for Cook County, Illinois styled *Rony Samuel a/k/a Ronnie Samuel v. Christopher Jurica; Jay Jurica; Fire Clean Plus et al.*, Case No. 14 CH 10751 ("Lawsuit").

C. Metro is an Indiana Corporation. Metro is the current owner of the Property. Metro executed the Note and Mortgage.

D. On or about December 28, 2011 there was a fire loss at the Property. At the time of the fire loss, Metro was covered under a policy of insurance issued by Liberty Mutual/American States Insurance Company and Bayview was a named insured as mortgagee.

E. Metro initiated a claim which resulted in certain insurance payments, including specifically the American States Insurance Company Check # 06879554 dated August 6, 2014 in the amount of \$198,495.93 (the amounts represented by Check #06879554 are hereinafter referred to as the "Proceeds") made payable to Bayview, Fire Clean, LLC, Metro, Eldorado Insurance Services, Inc. and Paul Waggoner.

F. On July 8, 2014, James E. Sullivan was appointed Receiver of all of the assets of Fire Clean LLC and Fire Clean Plus, Inc. and in that capacity claimed an interest in the

Proceeds on behalf of Fire Clean, LLC. The Receiver sought endorsements by the various payees, including Bayview, for deposit into the Receiver's account.

G. Bayview objected to the deposit of the Proceeds into the Receiver's account and asserted a priority claim to the Proceeds up to the amount due under the unpaid Note and Mortgage. On November 26, 2014, an Agreed Order was entered that provided that Bayview would endorse the check and that the Proceeds would be deposited with the Clerk of the Circuit Court of Cook County. Bayview endorsed the Proceeds and, on December 8, 2014, an Agreed Order was entered that ordered the Receiver to deposit the Proceeds with the Clerk of the Circuit Court pending further order of court. The Proceeds were deposited and remain on deposit with the Clerk of the Circuit Court.

H. Bayview filed an Amended Complaint for Declaratory Judgment on March 25, 2015 asserting that: Bayview's Mortgage grants Bayview a security interest in the Property, including the Land, Improvements, Easements, Fixtures and Personal Property, Leases and Rents and any and all insurance proceeds for damage to any of the foregoing, including the right to apply any insurance payments; the Mortgage grants Bayview the option to apply the proceeds of insurance against the amounts due and owing; that Bayview's option is without limitation if Metro is in default; that as of the date of the loss and thereafter, Metro was in default of its Note and Mortgage obligations; and, the UCC filings also grant a security interest in the personal property, including any insurance proceeds for damage to the personal property. Metro has been served but has not appeared.

I. The Receiver answered the Amended Complaint asserting various affirmative defenses which are currently the subject of a motion to dismiss. Eldorado Insurance Services, Inc. has filed a petition to intervene in the receivership and Paul Waggoner has filed an answer to the Amended Complaint.

J. The amount that Metro owes Bayview pursuant to the Note, as of April 1, 2016, equals approximately \$149,205.41 (the "Current Amount Due on the Note"), which consists of \$106,696.39 ("Unpaid Principal Balance"), \$5,155.99 ("Unpaid Interest through 4/1/16"), \$850.15 ("Late Charges/NSF Fees"), \$3,497.27 ("Default Interest"), \$32,741.61 ("Corporate Advances"), \$250.00 ("Release Fees"), and \$14.00 ("Inspection Fees"). Metropolitan has asked Bayview to waive or defer certain charges and fees from the Current Amount Due on the Note and recast the monthly payments. This Settlement Agreement's impact on the Current Amount Due on the Note is detailed in Section 3.E. herein.

K. The Parties, without in any way conceding the validity or existence of any claim, desire to fully compromise, finally settle, and fully release all claims, disputes and differences which are in any way related to the Proceeds ("Dispute").

L. Whereas, this agreement reflects a compromise and settlement of the Parties' respective claims without concession of fault on the part of any party or concession by any party of the validity of any of the settled claims, no party shall be deemed to have

prevailed in regard to those claims or to have been a prevailing party.

M. The Parties acknowledge and agree that this Settlement is subject to the approval of the Court based upon a motion to be filed for approval. Bayview and the Receiver agree to cooperate in drafting and presenting a joint motion for approval, with such motion for approval to be presented to Metro for consideration before filing. In the event the Court does not approve the payment to Bayview contemplated by this Settlement then the Parties may proceed with the Lawsuit and Amended Complaint and the fact of this proposed Settlement and terms thereof shall not be admitted in the Lawsuit or trial of the Amended Complaint. In the event the Court does not approve the payment to Bayview then rights and obligations between Bayview and Metro shall be as they currently are under the Note, Mortgage and Loan Documents.

3. AGREEMENTS, RELEASES, AND PROMISES -- In consideration of the facts, representations, acknowledgements, agreements, limited general releases and promises contained in this Agreement, and for other good and valuable consideration, the receipt of which is acknowledged by each party hereto, the Parties promise and agree as follows:

- A. The Recitals above are incorporated herein and made a part of this Agreement as though set forth verbatim.
- B. Bayview shall be paid \$60,000.00 from the Proceeds (the "Payment") immediately upon Court Order approving this Settlement Agreement, either through a check issued directly from the Clerk of the Circuit Court, or, in the alternative, if the Clerk of the Circuit Court will only issue one check for the full Proceeds, then the Receiver shall deposit said check into the Receiver's trust account and then issue a check to Bayview for the Payment. Upon receipt of said sums, Bayview shall dismiss its Amended Complaint and release any claims it may have to the balance of the Proceeds. Except as expressly stated herein, nothing herein shall be deemed a release, waiver or adjudication of any other rights or claims that Bayview may have pursuant to the Note, Mortgage and Loan.
- C. The Receiver shall recommend to the Court that the Court consider directing the Receiver to enter into this Agreement with the Parties by which Bayview would receive the Payment described above and the Receiver shall present a motion for court consideration relating to same, , a copy of which is attached hereto as Exhibit A.
- D. Bayview agrees to apply the Payment against Metro's Current Amount Due on the Note, as set forth herein. Upon receipt of the Payment, upon court approval of this Agreement, and subject to Metro's timely payment of other amounts as set forth herein, Bayview shall treat the loan as current.
- E. Metro and Bayview acknowledge and agree that subject to timely execution of this Settlement Agreement, approval by the court and Bayview's receipt of the Payment, Bayview shall:

- i. Waive the Default Interest of \$3,497.27;
- ii. Waive the Inspection Fees of \$14.00;
- iii. Defer (and potentially waive as set forth hereinafter) \$29,448.03 (“Deferred Fees”) of the \$32,741.61 in Corporate Advances;
- iv. As the Mortgage is not being released pursuant to this Settlement Agreement, Metro is not subject to the \$250.00 Release Fees as a result of this Settlement Agreement;
- v. Apply \$13,490.00, of the Payment as \$12,144.70 applied to principal and interest and \$1,345.30 applied to escrow as satisfaction of payments due on 12/1/15; 1/1/16; 2/1/16; 3/1/16 & 4/1/16;
- vi. Apply \$850.15 of the Payment as satisfaction of the Late Charges/NSF Fees;
- vii. Apply \$3,293.58 of the Payment against Corporate Advances (\$32,741.61 - \$29,448.03 = \$3,293.58);
- viii. Apply the remaining balance of the Payment, \$42,366.27, to the anticipated current Unpaid Principal Balance (“UPB”) of \$99,707.68 (UPB as of 12/1/15 of \$106,696.39 less \$6,988.71 for the 5 payments applied per Section 3.E.v. herein) leaving an adjusted UPB of \$57,341.41 plus accruals plus Deferred Fees.
- ix. Bayview will recast the monthly principal and interest payment to a monthly payment amount of \$1,396.87. Bayview has agreed to eliminate the escrow subject to Metro remaining current on its obligations and providing proof of payment of all applicable tax and/or insurance obligations no later than January 1 of each calendar year and/or within seven (7) days of notice and request from Bayview. In the event that Metro fails to provide proof of payment or fails to make timely payment then Bayview reserves the right to require an escrow. This monthly principal and interest payment of \$1,396.87 is arrived at by taking the adjusted UPB amortized at a rate of 11.75% with a maturity date of 9/01/2020.
- x. The figures for the application of the Payment, the new

UPB, and the recast monthly principal and interest payments, as detailed above in Section 3.E.v-ix, are based upon amounts due through April 1, 2016 and Bayview's anticipated receipt of the Payment by May 1, 2016. These figures and amounts may have to be adjusted for reasons that include delays in execution of this Settlement Agreement, Court approval of the Settlement Agreement, and Bayview's receipt of the Payment. However, in such event, and subject to Metro's timely payment of recast monthly principal and interest payments and compliance with all other terms and conditions of the Note and Mortgage, any readjustment will include the adjustments set forth herein as follows:

- a. Waiver of the Default Interest;
- b. Waiver of the Inspection Fees;
- c. Deferral of the Deferred Fees;
- d. Agreement that Metro is not subject to the Release Fees;
- e. Application of the Payment to principal, interest, and escrow in satisfaction of Metro's monthly payments due on 12/1/15, 1/1/16, 2/1/16, 3/1/16, and 4/1/16;
- f. Application of the Payment in satisfaction of the Late Charges/NSF Fees;
- g. Application of the Payment in satisfaction of the Corporate Advances less the Deferred Fees;
- h. Thereafter, application of the remaining balance of the Payment to the UPB; and
- i. Recasting of Metro's monthly principal and interest payment and elimination of the escrow, subject to the terms in Section 3.E.ix.

- xi. As calculated in Section 3.E. herein, upon receipt and application of the Payment, the loan will be deemed current as of May 1, 2016 so long as Metro has made timely monthly recast principal and interest payments due for May 1, 2016 and thereafter. Upon execution of this Agreement and pending approval by the Court, Metro agrees to timely make the May 1, 2016 monthly principal and interest payment, as detailed in Section 3.E.ix. above, and successive monthly principal and interest payments, also based upon the recast amount set forth in Section 3.E.ix above, to Bayview's attorney. These monthly payments must be made timely to avoid any late charges or default. Upon Court approval of the Agreement and

Bayview's receipt of the Payment, Bayview shall apply Metro's monthly principal and interest payments effective as of the date received by its counsel and Metro shall make all future payments directly to Bayview. In the event that this Agreement is not approved by the Court, then all monthly principal and interest payments made by Metro and received by Bayview's counsel, for May 1, 2016 and any successive months, shall be applied by Bayview as a credit toward the monthly amount due under the current terms of the Note and Mortgage, and Metro shall owe Bayview the difference consistent with the rights and obligations of Bayview and Metro as they currently are under the Note, Mortgage and Loan Documents and without prejudice to Bayview's rights thereunder.

- xii. Metro further acknowledges and agrees that except as provided herein, Bayview's acceptance of the Payment does not constitute a waiver of any other rights that Bayview may have under the Note and Mortgage or other loan documents, all of which remain in full force and effect.

F. In the event that Metro hereinafter fully performs pursuant to the Note and Mortgage, makes all payments when due and is not placed in foreclosure for any default then Bayview agrees to waive the Deferred Fees. In the event Metro should default and Bayview institutes foreclosure then Bayview shall be entitled to obtain judgment and seek recovery of all sums due and owing pursuant to the Note and Mortgage, including the Deferred Fees.

G. The Receiver, for himself and on behalf of Fire Clean LLC and Fire Clean Plus Inc. ("Fire Clean Releasors") releases Metro, its predecessors, parents, subsidiaries, affiliates, officers, directors, shareholders, partners, attorneys, successors, representatives, assignees, employees, agents, representatives, and all persons acting by, through or in any way on behalf of any of them ("Metro Releasees") and Bayview, its parents subsidiaries, affiliates, officers, directors, shareholders, partners, members, attorneys, successors, representatives, employees, agents assignees and all persons acting by or through or in any way on behalf of any of them ("Bayview Releasees") of and from any and all claims, defenses, counterclaims, liabilities, costs, attorney's fees, actions, suits at law or equity, demands, rights to set-off and/or recoupment, expenses, damages, whether general, specific or punitive, exemplary, contractual or extra-contractual, and causes of action of any kind or nature, whether known or unknown, whether mature, contingent, direct, subrogated, personal, accrued, assigned or otherwise, which the Fire Clean Releasors has, had, may have or may claim to have against Metro Releasees and the Bayview Releasees as the result of any work done or claimed to be done by Fire Clean LLC or Fire Clean Plus Inc. for or on behalf of

Metro or claims which Fire Clean Releasors have, had or may have which in anyway arise from the Lawsuit and/or Dispute.

- H.** Metro for itself and its shareholders, directors, officers, employees, predecessors, successors and assigns releases any and all claims it may have to the Proceeds or any claims it may have against the Receiver, Fire Clean, LLC or Fire Clean Plus, Inc. (“Fire Clean Releasees”), as a result of work done or which Metro may claim that Fire Clean Releasees failed to do with regard to the December 28, 2011 fire loss. Notwithstanding anything to the contrary stated herein, nothing herein shall be construed as a release or waiver of rights or claims that Metro may have as to other individuals or entities or to other insurance proceeds that may have been paid to anyone other than the Fire Clean Releasees or which Metro may claim are still due it as the result of the fire loss.
- I.** This Agreement is entered into by the Parties for the purpose of compromising and settling matters in the dispute between and among them. This Agreement does not constitute, and shall not be construed as, an admission by any Party of the truth or validity of any claims asserted or contentions advanced by any other party.
- J.** This Settlement Agreement is entered into in the State of Illinois and any rights, remedies, or obligations provided for in this Settlement Agreement, shall be construed and enforced in accordance with the laws of the State of Illinois.
- K.** This Settlement Agreement shall be construed as if all Parties jointly prepared it, and any uncertainty or ambiguity in this Settlement Agreement shall not be interpreted against any one Party.
- L.** The specific terms of this Settlement Agreement, other than the motion prepared seeking approval of the payment to Bayview will be kept strictly confidential and the Parties and their counsel agree not to disclose or publish the terms, conditions or covenants referred to in this Settlement Agreement, except as follows:

 - i. To any federal, state or local governmental agency;
 - ii. As required by any subpoena or court order, or to comply with any applicable rules, statutes or regulations;
 - iii. As may be necessary to conduct any litigation arising out of or concerning this Settlement Agreement; and
 - iv. To a Party’s respective accountants, attorneys or other professional service providers, corporate parents and affiliates, insurers and reinsurers, and to any rating agency.

- Q.** This Settlement Agreement shall not be altered, amended, or modified by oral representation made before or after the execution of this Settlement Agreement. All modifications must be in writing and duly executed by all Parties.
- R.** The Parties represent and warrant to each other that each is the sole and lawful owner of all right, title and interest in and to every claim and other matter which each releases in this Settlement Agreement and that they have not previously assigned or transferred any interest in any such claim or other matter to any person or other entity. In the event that such representation is false, and any such claim or matter is asserted against a party by anyone who is the predecessor in interest to, or assignee or transferee of such a claim or matter, then the party who represented ownership of, or assigned or transferred such claim or matter shall fully indemnify, defend and hold harmless the party against whom such claim or matter is asserted and its successors from and against such claim or matter.
- S.** The Parties acknowledge that this Settlement Agreement is executed voluntarily by each of them, without duress or undue influence on the part of, or on behalf of any of them. The Parties further acknowledge that they have been represented in the negotiation for, and in the performance of, this Settlement Agreement by counsel of their choice and that they have read this Settlement Agreement, and have had it fully explained to them by their counsel and that they are fully aware of the contents of this Settlement Agreement and its legal effect.
- T.** This Settlement Agreement shall be binding on and shall inure to the benefit of the Parties and their respective heirs, executors, administrators, corporate parents, subsidiaries and affiliates, agents, representatives, successors, and assignees.
- U.** This Settlement Agreement constitutes a single, integrated, written contract expressing the entire understanding and agreement between the Parties and the terms of the Settlement Agreement are contractual and not merely recitals.
- V.** There is no other agreement, written or oral, express or implied, between the Parties with respect to the subject matter of this Settlement Agreement and the Parties declare and represent that no promise, inducement or other agreement not expressly contained in this Settlement Agreement has been made conferring any benefit upon them.
- W.** This Settlement Agreement may be executed in counterparts. Facsimile or .pdf signatures shall be valid and binding.

IN WITNESS WHEREOF, the Parties hereto have caused this document to be executed on the last day set forth below.

Dated: _____, 2016

James E. Sullivan, Court Appointed
Receiver for and on behalf of Fire Clean,
LLC and Fire Clean Plus, Inc.

SIGNATURES CONTINUE ON FOLLOWING PAGE

Dated: _____, 2016

Bayview Loan Servicing LLC

By: _____

Its: _____

Dated: _____, 2016

Metropolitan Oasis Community
Development Corporation

By: _____

Its: _____

DRAFT