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## MORTGAGE

THIS INDENTURE, made ARIL 8 1981, between Dontron, Inc., a Texas corporation, 3201 Royalty Row, Irving, Texas 75062, herein referred to as "Mortgagor", and The Fidelity Bank, 123 South Broad Street, Philadelphia, Pennsylvania herein referred to as "Mortgagee," witnesseth:

THAT the Mortgagor, to secure the payment of all sums due and to become due under that certain promissory note dated May 20, 1980 executed by Kiertron, Inc. in favor of Mortgagee in the original principal amount of One Million Five Hundred Thousand Dollars (\$1,500,000.00), the payment of any and all other indebtedness of Mortgagor, Kiertron, Inc. and any other entity which now is or which hereafter becomes an "Affiliate" as that term is defined in the Loan Agreement referred to below (collectively "Affiliates") to Mortgagee now existing or hereafter arising under that certain Loan Agreement among Mortgagee and the Affiliates dated May 20, 1980 (all of the foregoing, the "Obligations"), and the performance of the covenants and agreements therein contained, all of which are incorporated herein by reference, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, does by these presents MORTGAGE AND WARRANT unto the Mortgagee, and the Mortgagee's successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein, in the CITY OF HAMMOND, LAKE COUNTY, STATE OF INDIANA, to wit:

Lots 12 and 13 in Block 1, Calumet Heights, as per plat thereof recorded in Plat Book 6, Page 31, in the office of the Recorder of Lake County, Indiana, which with the property hereinafter described, is referred to herein as "premises."

TOGETHER with all buildings, structures, improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such time as Mortgagors may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily) and all apparatus, equipment or articles now or hereafter therein or theron used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, inador beds, awnings, stoves and

Q Sp water heaters. All of the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by the Mortgagors or their successors or assigns shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto the Mortgagee, and the Mortgagee's successors and assigns, forever, for the purposes, and upon the uses herein set forth.

The name of the record owner is Dontron, Inc.

Mortgagor expressly agrees that upon failure to pay said Obligations or any part thereof at maturity, or the interest thereon, or any part thereof, when due, or the taxes or insurance as hereinafter stipulated, then said Obligation shall be due and collectible, and this mortgage may be foreclosed accordingly. And it is further expressly agreed, that until said Obligations are paid, said Mortgagor will keep all legal taxes and charges against said premises paid as they become due, and will keep the buildings thereon insured for the benefit of the Mortgagee, as its interest may appear and the policy duly assigned to the Mortgagee, and failing to do so, said Mortgagee may pay said taxes or insurance, and the amount so paid, with interest thereon, shall be part of the debt secured by this mortgage.

Mortgagor will observe and comply with, and cause the other Affiliates to observe and comply with the terms and conditions of the Loan Agreement referred to above and all documents executed thereunder; and a default under said Agreement or under any of those documents shall constitute a default under this mortgage.

· Provided, however, that if the Affiliates shall well and truly pay, or cause to be paid, all indebtedness due as aforesaid, and perform all convenants and conditions hereunder and under the Loan Agreement and all documents executed thereunder, then these presents shall cease, determine and be and become null and void.

IN WITNESS WHEREOF, Mortgagor by its duly authorized officers has executed this Mortgage the day and year first above written.

Attest:

DONTRON, INC.

M. W. (Thichester Title: Secretary

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF MONTROMERY

PREPARED BY AND MAIL TO:

On this, the S day of April 198/, before me, Margaret D. Chickstor, the undersigned officer, a Notary Public for the Commonwealth of Pennsylvania, personally appeared DONALD B. CRAWFORD, known to me (exsatisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he is the President of Dontron, Inc. and that he, being duly authorized to do so, executed the same as its act and deed for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission Expires CHICHESTER, Notary Public MARGARET D. Chichester

Roma Skeen Young, Esquire

Pepper, Hamilton & Scheetz

Roma Scheetz

123 South Broad Street Philadelphia, PA 19109