

Deanbe Corp.
attn: Avis Beitz
7412 Calumet Ave.
Hamd, In 46325

655557

EXTENSION AGREEMENT

PIONEER NAT'L. TITLE INS. CO.

WHEREAS, the parties signatory hereto executed a certain document entitled Note and Mortgage on Lot 38 Unit I of Indiana Ridge, dated December 4, 1980, a copy of which is attached hereto, incorporated herein and made part hereof; and

WHEREAS, the parties hereto wish to extend the term of said agreement as per the option listed in the original note.

NOW THEREFORE, the parties hereto agree that the Note and Mortgage shall be extended unto and include December 4, 1982, with interest to accrue at the rate of 10% per annum from December 4, 1981 and 10% per annum thereafter should Deanbe Corporation exercise its option to extend the maturity date of this note which extension shall be for such period of time as Deanbe Corporation shall specify, together with attorney's fees and without relief from valuation or appraisement laws.

APR 15 11 00 AM '82
WILLIAM BIELEKI
RECORDER
STATE OF INDIANA
LANK COUNTY
FILED FOR RECORD

IN WITNESS WHEREOF, both parties have executed this extension Agreement this 4th day of December, 1981.

Deanbe Corporation

by: [Signature]

[Signature]
[Signature]

110901-82-45

12

P. 17
2200

FOR VALUE RECEIVED, the undersigned, a corporation organized and existing under the laws of the State of Indiana, hereby promises to pay to the order of DEANBE CORPORATION, a corporation organized and existing under the laws of the State of Indiana, at its office or such other place as may be designated by the holder of this note, the principal sum of

TWELVE THOUSAND EIGHT HUNDRED SEVEN AND NO/100 Dollars (\$*12,807.00*) together with interest at the rate of ten percent (*10%*) per annum from the date of delivery of this Note and ten percent (*10%*) per annum thereafter should Deanbe Corporation exercise its option to extend the maturity date of this note which extension shall be for such period of time as Deanbe Corporation shall specify, together with attorney's fees and without relief from valuation or appraisal laws.

This Note is due and payable one year from the date of execution of this Note.

**INTEREST ON
UNPAID
BALANCE AND
PRIVILEGE
TO PREPAY**

Said payments shall be applied first to interest on the unpaid balance at the rate herein specified and then to principal. The interest for each month shall be added to the unpaid balance as of the first day of said month at the rate of one-twelfth (1/12) of the annual interest rate and shall be calculated upon the unpaid balance as of the last day of the preceding month. Any amount may be prepaid upon this obligation at any time; provided that the holder shall have the right to require payment of not more than one hundred eighty (180) days' advance interest on that part of the aggregate amount of all prepayments made on the loan in any one year which exceeds 20 percent of the original principal amount of the loan.

**FLEXIBLE
PREPAYMENT
AND GRACE
PROVISION**

In the event of any prepayment, this note shall not be treated as in default at any time so long as the unpaid balance of principal, additional advances under this note or the instrument securing the same, and interest (and in such case accruing interest from month to month shall be treated as unpaid principal) is less than the amount that said indebtedness would have been had the monthly payments been made as first specified above; provided that monthly payments shall be continued in the event of any credit of any proceeds of insurance or condemnation.

613728

SUBORDINATION AGREEMENT

Whereas, HALLMARK CONSTRUCTION INC. is the owner of the following described real estate, to wit:

Lot 38, Indian Ridge Addition unit one (1) to the city of Crown Point, Lake County, Indiana as shown in Plat Book 46, page 141 as Document Number 378310 in Lake County, Indiana, subject to the covenants, conditions and restrictions of record, taxes which are a lien on the property but not yet payable and ordinances of the city of Crown Point, Indiana.

mortgage on the aforesaid real estate to Deanbe Corporation as Mortgagor, which mortgage was recorded January 6, 1981 as Document No. 613347; and

Whereas, said owners executed a mortgage to THE MERCANTILE NATIONAL BANK OF INDIANA, as mortgagee, which mortgage was dated November 6th, 1980 and recorded November 10th, 1980, as Document No. 606488; and re-recorded on November 20, 1980 as Document No. 607900;

Now therefore, in consideration of One Dollar (\$1.00) and other valuable considerations, the receipt whereof is hereby acknowledged, the aforesaid Deanbe Corporation does hereby subordinate its aforesaid mortgage lien to and agrees that it shall be junior and inferior to the mortgage lien of THE MERCANTILE NATIONAL BANK OF INDIANA and to all advances made and to be made under the provisions of said mortgage and the note secured thereby and to all the terms and provisions therein.

Witness my hand this 11th day of December, 1980.

DEANBE CORPORATION

By: [Signature]
President
Gladys M. Evans

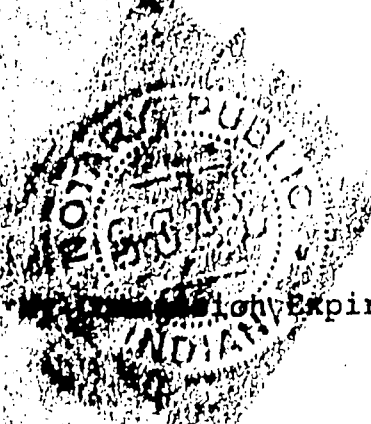
ATTEST:

By: [Signature]
Secretary
Gladys M. Evans

STATE OF INDIANA
JAN 8 1 21 PM '81
WILLIAM BIELSKI JR
RECORDER

STATE OF INDIANA)
)
COUNTY OF LAKE)

Before me, the undersigned, a Notary Public in and for said County
and State, personally appeared LeRoy B. Evans ^{President of Deanbe Corporation,} and acknowledged the
execution of the foregoing Subordination Agreement as his free and
voluntary act and deed for the uses and purposes therein set forth.



Avis L. Beitz
NOTARY PUBLIC
Avis L. Beitz
Lake County, Indiana

My Commission Expires 5/4/84

This instrument was prepared by: LeRoy B. Evans

**INTEREST IF
IN DEFAULT
AND ACCEL-
ERATION**

The undersigned further agrees that upon any default upon this obligation, or the instrument securing it, interest at the rate of ten percent (*10*%) per annum on the unpaid balance of this indebtedness may be charged for the period of such default not in excess of a lawful rate. Upon any default under this obligation, or the instrument securing it, at the option of the holder of this note, the unpaid balance of this note, and any advances made under it, or the instrument securing it, together with interest, shall become due and payable, time being of the essence of this contract. Any waiver of any payment hereunder or under the instrument securing this note at any time, shall not, at any other time, be taken to be a waiver of the terms of this note or the instrument securing it.

WAIVERS

The makers, sureties, guarantors and endorsers of this note, jointly and severally, hereby waive notice of and consent to any and all extensions of this note or any part thereof without notice, and each hereby waives demand, presentment for payment, notice of non-payment and protest, and any and all notice of whatever kind or nature and the exhaustion of legal remedies hereon, and waive valuation, exemption and homestead rights.

**SINGULAR
INCLUDES
PLURAL, ETC.
JOINT AND
SEVERAL**

In this note and the instrument securing it, the singular shall include the plural and the masculine shall include the feminine and the neuter. This note shall be the joint and several obligation of all makers, sureties, guarantors and endorsers, and shall be binding upon them, their heirs, personal representatives and assigns.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed by its President, and its corporate seal to be hereunto affixed and attested by its Secretary-Treasurer, this 4th day of December, A.D., 1980, pursuant to authority given by resolution duly passed by the Board of Directors of said Corporation.

ATTEST:

HALLMARK CONSTRUCTION INC.
(Corporation)

Elizabeth F. Harwood
Elizabeth F. Harwood, Secy. Treas.

By Ronald L. Harwood
Ronald L. Harwood, President

M O R T G A G E

613347

THIS INDENTURE WITNESSETH: That the undersigned HALLMARK CONSTRUCTION INC., a corporation organized and existing under the laws of the State of Indiana, hereinafter referred to as the Mortgagor, hereby Mortgage and Warrant to DEANBE CORPORATION, a corporation organized and existing under the laws of the State of Indiana, hereinafter referred to as the Mortgagee, the following real estate in the County of Lake in the State of Indiana, to wit:

Lot 38, Indian Ridge Addition unit one (1) to the city of Crown Point, Lake County, Indiana as shown in Plat Book 46, page 142 as Document Number 378310 in Lake County, Indiana, in the office of the Recorder of Lake County, Indiana.

STATE OF INDIANA
LAKE COUNTY
RECORDED
JAN 5 11 25 PM '01
WILLIAM STEELSTRA
RECORDER

Together with all buildings, improvements, fixtures or appurtenances now or hereafter erected thereon or placed therein, including all apparatus, equipment, fixtures, or articles, whether in single units or centrally controlled, used to supply heat, gas, airconditioning, water, light, power, refrigeration, ventilation or other services, and any other thing now or hereafter therein or thereon, the furnishing of which by lessors to lessees is customary or appropriate, including screens, window shades, storm doors and windows, floor coverings, screen doors, in-a-door beds, awnings, stoves and water heaters (all of which are intended to be and are hereby declared to be a part of said real estate whether physically attached thereto or not); and also together with all easements and the rents, issues and profits of said premises which are hereby pledged, assigned, transferred and set over unto the Mortgagee, whether now due or hereafter to become due as provided herein. The Mortgagee is hereby subrogated to the rights of all mortgagees, lienholders and owners paid off by the proceeds of the loan hereby secured.

TO HAVE AND TO HOLD the said property, with said buildings, improvements, fixtures, appurtenances, apparatus and equipment, and with all the rights and privileges thereunto belonging, unto said Mortgagee forever, for the uses herein set forth, free from all rights and benefits, under the homestead, exemption and valuation laws of any state, which said rights and benefits said mortgagor does hereby release and waive.

TO SECURE

(1) the payment of a Note executed by the Mortgagor to the order of the Mortgagee bearing even date herewith in the principal sum of

TWELVE THOUSAND EIGHT HUNDRED SEVEN AND NO/100 Dollars (\$*12,807.00*),

which Note, together with interest thereon as therein provided, is payable one year from the date of execution of this Mortgage.

(2) any advances made by the Mortgagee to the Mortgagor, or its successor in title, for any purpose, at any time before the release and cancellation of this Mortgage, but at no time shall this Mortgage secure advances on account of said original Note together with such additional advances, in a sum in excess of

Dollars (\$),

provided that, nothing herein contained shall be considered as limiting the amounts that shall be secured hereby when advanced to protect the security or in accordance with covenants contained in the Mortgage.

(3) the performance of all of the covenants and obligations of the Mortgagor to the Mortgagee, as contained herein and in said Note.

THE MORTGAGOR COVENANTS:

A (1) To pay said indebtedness and the interest thereon as herein and in said note provided, without relief from valuation or appraisal laws, and according to any agreement extending the time of payment thereof; (2) To pay when due and before any penalty attaches thereto all taxes, special taxes, special assessments, water charges, and sewer service charges against said property (including those heretofore due), and to furnish Mortgagee, upon request, duplicate receipts therefor, and all such items extended against said property shall be conclusively deemed valid for the purpose of this requirement; (3) To keep the improvements now or hereafter upon said premises insured against damage by fire, and such other hazards as the Mortgagee may require to be insured against; and to provide public liability insurance and such other insurance as the Mortgagee may require, until said indebtedness is fully paid, or in case of foreclosure, until expiration of the period of redemption, for the full insurable value thereof, in such companies, through such agents or brokers, and in such form as shall be satisfactory to the Mortgagee; such insurance policies shall remain with the Mortgagee during said period or periods, and contain the usual clause satisfactory to the Mortgagee making them payable to the Mortgagee; and in case of foreclosure sale payable to the owner of the Sheriff's deed, owner of any deficiency, any receiver or redemptioner, or any grantee to a Sheriff's deed; and in case of loss under such policies, the Mortgagee is authorized to adjust, collect and compromise in its discretion, all claims thereunder and to execute and deliver on behalf of the Mortgagor all necessary proofs of loss, receipts, vouchers, releases and acquittances required to be signed by the insurance companies, and the Mortgagor agrees to sign, upon demand, all receipts, vouchers and releases required of him to be signed by the Mortgagee for such purpose; and the Mortgagee is authorized to apply the proceeds of any insurance claim to the restoration of the property or upon the indebtedness hereby secured in its discretion, but monthly payments shall continue until said indebtedness is paid in full; (4) Immediately after destruction or damage, to commence and promptly complete the rebuilding or restoration of buildings and improvements now or hereafter on said premises, unless Mortgagee elects to apply on the indebtedness secured hereby the proceeds of any insurance covering such destruction or damage; (5) To keep said premises in good condition and repair, without waste, and free from any mechanic's or other lien or claim of lien not expressly subordinated to the lien hereof; (6) Not to make, suffer or permit any unlawful use of or any nuisance to exist on said property nor to diminish nor impair its value by any act or omission to act; (7) To comply with all requirements of law with respect to mortgaged premises and the use thereof; (8) Not to make, suffer or permit, without the written permission of the Mortgagee being first had and obtained, (a) any use of the property for any purpose other than that for which it is now

used, (b) any alterations of the improvements, apparatus, appurtenances, fixtures or equipment now or hereafter upon said property, (c) any purchase on conditional sale, lease or agreement under which title is reserved in the vendor, of any apparatus, fixtures or equipment to be placed in or upon any buildings or improvements on said property.

B In order to provide for the payment of taxes, assessments, insurance premiums, and other annual charges upon the property securing this indebtedness, and other insurance required or accepted, the undersigned promises to pay monthly to the Mortgagee, in addition to the above payments, a sum estimated to be equivalent to one-twelfth of such items, which payments may, at the option of the Mortgagee, (a) be held by it and commingled with other such funds or its own funds for the payment of such items; (b) be carried in a savings account and withdrawn by it to pay such items; or (c) be credited to the unpaid balance of said indebtedness as received, provided that the Mortgagee advances upon this obligation sums sufficient to pay said items as the same accrue and become payable. If the amount estimated to be sufficient to pay said items is not sufficient, the undersigned promises to pay the difference upon demand. If such sums are held or carried in a savings account, the same are hereby pledged to further secure this indebtedness. The Mortgagee is authorized to pay said items as charged or billed without further inquiry.

C This mortgage contract provides for additional advances which may be made at the option of the Mortgagee and secured by this mortgage, and it is agreed that in the event of such advances the amount thereof may be added to the mortgage debt and shall increase the unpaid balance of the note hereby secured by the amount of such advance and shall be a part of said note indebtedness under all of the terms of said note and this contract as fully as if a new such note and contract were executed and delivered. An Additional Advance Agreement may be given and accepted for such advance and provision may be made for the different monthly payments and a different interest rate and other express modifications of the contract, but in all other respects this contract shall remain in full force and effect as to said indebtedness, including all advances.

D That in case of failure to perform any of the covenants herein, Mortgagee may do on Mortgagor's behalf everything so covenanted; that said Mortgagee may also do any act it may deem necessary to protect the lien hereof; that Mortgagor will repay upon demand any moneys paid or disbursed by Mortgagee for any of the above purposes and such moneys together with interest thereon at the rate of ten percent (*10*) per annum shall become so much additional indebtedness secured by this mortgage with the same priority as the original indebtedness and may be included in any decree foreclosing this mortgage and be paid out of the rents or proceeds of sale of said premises if not otherwise paid; that it shall not be obligatory upon the Mortgagee to inquire into the validity of any lien, encumbrance or claim in advancing moneys as above authorized, but nothing herein contained shall be construed as requiring the Mortgagee to advance any moneys for any purpose nor to do any act hereunder; and the Mortgagee shall not incur any personal liability because of anything it may do or omit to do hereunder;

E That it is the intent hereof to secure payment of said note and obligations whether the entire amount shall have been advanced to the Mortgagor at the date hereof, or at a later date, and to secure any other amount or amounts that may be added to the mortgage indebtedness under the terms of this mortgage contract;

F That in the event the ownership of said property or any part thereof becomes vested in a person other than the Mortgagor, the Mortgagee may, without notice to the Mortgagor, deal with such successor or successors in interest with reference to this mortgage and the debt hereby secured in the same manner as with the Mortgagor, and may forbear to sue or may extend time for payment of the debt, secured hereby, without discharging or in any way affecting the liability of the Mortgagor hereunder or upon the debt secured;

G That time is of the essence hereof and if default be made in performance of any covenant herein contained or in making any payment under said note or obligation or any extension or renewal thereof, or if proceedings be instituted to enforce any other lien or charge upon any of said property, or upon the filing of a proceeding in bankruptcy by or against the Mortgagor, or if the Mortgagor shall make an assignment for the benefit of his creditors or if his property be placed under control of or in custody of any court, or if the Mortgagor abandon any of said property, then and in any of said events, the Mortgagee is hereby authorized and empowered, at its option and without affecting the lien hereby created or the priority of said lien or any right of the Mortgagee hereunder, to declare without notice, all sums secured hereby immediately due and payable, whether or not such default be remedied by Mortgagor, and apply toward the payment of said mortgage indebtedness any indebtedness of the Mortgagee to the Mortgagor, and said Mortgagee may also immediately proceed to foreclose this mortgage, and in any foreclosure a sale may be made of the premises en masse without offering the several parts separately;

H That the Mortgagee may employ counsel for advice or other legal service at the Mortgagee's discretion in connection with any dispute as to the debt hereby secured or the lien of this Instrument, or any litigation to which the Mortgagee may be made a party on account of this lien or which may affect the title to the property securing the indebtedness hereby secured or which may affect said debt or lien and any reasonable attorney's fees so incurred shall be added to and be a part of the debt hereby secured. Any costs and expenses reasonably incurred in the foreclosure of this mortgage and sale of the property securing the same and in connection with any other dispute or litigation affecting said debt or lien, including reasonably estimated amounts to conclude the transaction, shall be added to and be a part of the debt hereby secured. All such amounts shall be payable by the Mortgagor to the Mortgagee on demand, and if not paid shall be included in any decree or judgment as part of said mortgage debt and shall include interest at the rate of ten percent (*10*) per annum. In the event of a foreclosure sale of said premises there shall first be paid out of the proceeds thereof all of the aforesaid amounts, then the entire indebtedness whether due and payable by the terms hereof or not and the interest due thereon up to the time of such sale, and the overplus, if any, shall be paid to the Mortgagor, and the purchaser shall not be obliged to see to the application of the purchase money.

I In case the mortgaged property, or any part thereof, shall be taken by condemnation, the Mortgagee is hereby empowered to collect and receive all compensation which may be paid for any property taken or for damages to any property not taken and all condemnation compensation so received shall be forthwith applied by the Mortgagee as it may elect, to the immediate reduction of the indebtedness secured hereby, or to the repair and restoration of any property so damaged, provided that any excess over the amount of the indebtedness shall be delivered to the Mortgagor or his assignee.

J All easements, rents, issues and profits of said premises are pledged, assigned and transferred to the Mortgagee, whether now due or hereafter to become due, under or by virtue of any lease or agreement for the use or occupancy of said property, or any part thereof, whether said lease or agreement is written or verbal, and it is the intention hereof (a) to pledge said rents, issues and profits on a parity with said real estate and not secondarily and such pledge shall not be deemed merged in any foreclosure decree, and (b) to establish an absolute transfer and assignment to the Mortgagee of all such leases and agreements and all the avails thereunder, together with the right in case of default, either before or after foreclosure sale, to enter upon and take possession of, manage, maintain and operate said premises, or any part thereof, make leases for terms deemed advantageous to it, terminate or modify existing or future leases, collect said avails, rents, issues and profits, regardless of when earned, and use such measures whether legal or equitable as it may deem proper to enforce collection thereof, employ renting agents or other employees, alter or repair said premises, buy furnishings and equipment therefor when it deems necessary, purchase adequate fire and extended coverage and other forms of insurance as may be deemed advisable, and in general exercise all powers ordinarily incident to absolute ownership, advance or borrow money necessary for any purpose herein stated to secure which a lien is hereby created on the mortgaged premises and on the income therefrom which lien is prior to the lien of any other indebtedness hereby secured, and out of the income retain reasonable compensation for itself, pay insurance premiums, taxes and assessments, and all expenses of every kind, including attorney's fees, incurred in the exercise of the powers herein given, and from time to time apply any balance of income not, in its sole discretion, needed for the aforesaid purposes, first on the interest and then on the principal of the indebtedness hereby secured, before or after any decree of foreclosure, and on the deficiency in the proceeds of sale, if any, whether there be a decree in personam therefor or not. Whenever all of the indebtedness secured hereby is paid, and the Mortgagee, in its sole discretion, feels that there is not substantial uncorrected default in performance of the Mortgagor's agreements herein, the Mortgagee, on satisfactory evidence thereof, shall relinquish possession and pay to Mortgagor any surplus income in its hands. The possession of Mortgagee may continue until all indebtedness secured hereby is paid in full or until the delivery of a Sheriff's Deed pursuant to a decree foreclosing the lien hereof, but if no deed be issued, then until the expiration of the statutory period during which it may be issued. Mortgagee shall, however, have the discretionary power at any time to refuse to take or to abandon possession of said premises without affecting the lien hereof. Mortgagee shall have all powers, if any, which it might have had without this paragraph. No suit shall be sustainable against Mortgagee based upon acts or omissions relating to the subject matter of this paragraph unless commenced within sixty days after Mortgagee's possession ceases.

K That upon the commencement of any foreclosure proceeding hereunder, the court in which such bill is filed may at any time, either before or after sale, and without notice to the Mortgagor, or any party claiming under him, and without regard to the solvency of the Mortgagor or the then value of said premises, or whether the same shall then be occupied by the owner of the equity of redemption as a homestead, appoint a receiver with power to manage and rent and to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and the statutory period of redemption, and such rents, issues and profits, when collected, may be applied before as well as after the Sheriff's sale, towards the payment of the indebtedness, costs, taxes, insurance or other items necessary for the protection and

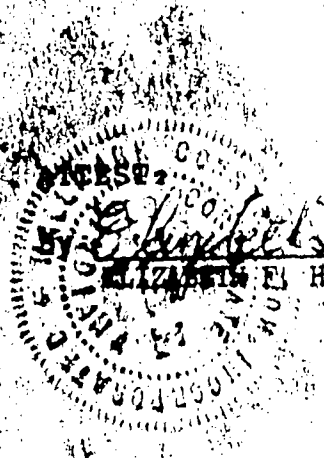
preservation of the property, including the expenses of such receiver-ship, or on any deficiency decree whether there be a decree therefor in personam or not, and if a receiver shall be appointed he shall remain in possession until the expiration of the full period allowed by statute for redemption, whether there be redemption or not and until the issuance of deed in case of sale, but if no deed be issued, until the expiration of the statutory period during which it may be issued and no lease of said premises shall be nullified by the appointment or entry in possession of a receiver but he may elect to terminate any lease junior to the lien hereof.

L That each right, power and remedy herein conferred upon the Mortgagee is cumulative of every other right or remedy of the Mortgagee, whether herein or by law conferred, and may be enforced concurrently therewith, that no waiver by the Mortgagee of performance of any covenant herein or in said obligation contained shall thereafter in any manner affect the right of Mortgagee to require or enforce performance of the same or any other of said covenants; that wherever the context hereof requires, the masculine gender, as used herein, shall include the feminine and the neuter and the singular number, as used herein, shall include the plural; that all rights and obligations under this Mortgage shall extend to and be binding upon the respective heirs, executors, administrators, successors and assigns of the Mortgagor, and the successors and assigns of the Mortgagee; and that the powers herein mentioned may be exercised as often as occasion therefor arises.

The Mortgagor hereby waives any and all rights of redemption from sale under any order or decree of foreclosure of this mortgage

IN WITNESS WHEREOF, the Mortgagor has caused these presents to be signed by its _____ President, and its corporate seal to be hereunto affixed and attested by its _____ Secretary - Treasurer this 4th day of December A.D., 1980, pursuant to authority given by resolution duly passed by the Board of Directors of said Corporation

HALLMARK CONSTRUCTION INC.
(Corporation)



Elizabeth E. Harwood
ELIZABETH E. HARWOOD, (secy-Treas.)

By Ronald L. Harwood
(President) RONALD L. HARWOOD

Prepared by: LeRoy B. Evans

STATE OF Indiana
COUNTY OF Lake

SS. I, Yvonne C. Decker

, A Notary

Public in and for said County in the State aforesaid, DO HEREBY CERTIFY

THAT RONALD L. HARWOOD, President of HALLMARK CONSTRUCTION INC.

and ELIZABETH F. HARWOOD, of said Corporation, who are

personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Secretary-

Treasurer respectively, appeared before me this day in person and

acknowledged that they signed and delivered the said Instrument as

their own free and voluntary act and as the free and voluntary act of

said Corporation, for the uses and purposes therein set forth; and the

said Elizabeth F. Harwood then and there acknowledged that she, as

custodian of the corporate seal of said Corporation, did affix said

seal to said instrument as ^{her} ~~my~~ own free and voluntary act and as

the free and voluntary act of said Corporation for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 4th day of December
A.D. 1980.

My Commission expires 8/29/1982.
County of Residence: Lake

Yvonne C. Decker

Notary Public
Yvonne C. Decker

