

Return to: Bank of Indiana, N.A. Attn: Sherril  
Commercial Loans  
1000 East 80th Place  
Merrillville, IN 46410

CORPORATE  
REAL ESTATE MORTGAGE

LAWYERS TITLE INS. CORP.  
7895 BROADWAY  
MERRILLVILLE, IND 46410

729632

THIS INSTRUMENT WITNESSETH, that MORIN BROS., INC.

of Lake County, State of Indiana, whether one or more herein called  
Mortgagor, MORTGAGES AND WARRANTS TO BANK OF INDIANA, NATIONAL ASSOCIATION  
with an office located at 1000 East 80th Place, Merrillville, Indiana 46410  
hereafter called the Mortgagee, the following described real estate in Lake & Porter  
County, State of Indiana, to-wit:

Lot 34, Indian Ridge Addition, Unit 1, City of Crown Point, as shown in Plat Book 46,  
page 141, Lake County, Indiana.

together with all buildings, improvements, appurtenances, and fixtures attached,  
erected or used in connection with the real estate or hereafter acquired, attached,  
erected, appurtenant or used in connection with the real estate, and together with  
all rents, issues, income, profits, rights, privileges, interests, easements and  
hereditaments thereof.

This mortgage is given to secure (a) the payments of Mortgagors Promissory Note  
payable to the Mortgagee dated October 13, 1983 in the amount of  
THIRTY THREE THOUSAND AND NO/100----- (\$ 33,000.00-----)  
with a final payment due and payable on April 13, 1984 together with  
interest and any extensions or renewals thereof and likewise to secure the perfor-  
mance by the Mortgagor of all of Mortgagors covenants, agreements, promises, pay-  
ments, and conditions contained in this mortgage, or the Note it secures, or any  
other instruments signed by the Mortgagor in conjunction with the indebtedness se-  
cured by this mortgage: (b) In addition, this mortgage is given to secure any and  
all other indebtedness or liabilities of Mortgagors to Mortgagee or either or any  
of them, jointly or severally, including future advances, whether said indebtedness,  
liabilities or future advances be direct, or indirect, primary or secondary, or con-  
tingent, which may be existing at this time or may be created at any time in the  
future, whether or not related to, or of the same class as the specific debt secured  
herein, and whether or not secured by additional or different collateral.

The Mortgagor for himself, his heirs, executors, administrators, successors, and  
assigns covenants and agrees with said Mortgagee, its successors and assigns as  
follows:

1. If there is a default in the payment of any indebtedness hereby secured  
or in the performance of any of the Mortgagor's covenants set forth in this mort-  
gage or other instruments signed in conjunction with the indebtedness this mort-  
gage secures, or if Mortgagor should abandon the aforesaid property, or if said  
real estate or any part thereof should be attached, levied upon or seized, or if  
the Mortgagor should become bankrupt or insolvent or make an assignment for the  
benefit of creditors, or if a receiver should be appointed for the Mortgagor, then  
the entire indebtedness aforesaid shall, at Mortgagee's option, become immediately  
due and payable, without notice or demand, and the real estate shall be subject to  
foreclosure of this mortgage, and the Mortgagee if it elects to foreclose the same  
shall become entitled to the immediate possession of the aforesaid property togeth-  
er with the rents, issues, income and profits therefrom and all amounts due are  
payable without relief from valuation or appraisal laws and Mortgagor will pay  
all costs and attorneys' fees incurred by Mortgagee in the enforcement of the terms  
of the abovementioned mortgage.

2. For the duration of any indebtedness hereby secured: (a) the Mortgagor  
will keep the aforesaid property in its present state of repair, normal wear and  
tear excepted (b) Mortgagor will pay all taxes and assessments imposed on the  
said property and will otherwise take such action and exercise such forbearance  
as may be necessary in order that the said property shall not hereafter become  
subject to any lien or encumbrance superior to this Mortgage: (c) Mortgagor will  
procure and maintain insurance with insurance companies acceptable to Mortgagee  
against damage to or destruction of the improvements included in said real estate  
by fire or windstorm or by any cause customarily included in the term "extended  
coverage", such insurance to be in a sum not at any time less than the value of  
such improvements or the total of the indebtedness then hereby secured plus all  
taxes, assessments and indebtedness then secured by any liens or encumbrances  
superior hereto on such real estate, whichever is smaller, and to be payable to  
the Mortgagee as its interest may appear; (d) Mortgagor will deliver the policy  
or a certificate evidencing said insurance to the Mortgagee and will allow Mort-  
gagee possession of the same, and a Mortgagee may collect the proceeds of any  
insurance.

RECORDED  
17 6 43 AM '84  
LAWYERS TITLE INSURANCE CO.

Handwritten initials and number 550

35202

3. If the Mortgagor shall fail to make any payment or to obtain any insurance, service or materials necessary for the performance of any of Mortgagor's covenants above set forth, then the Mortgagee at its option may do so, and its expenditures for any such purpose shall be added to and become part of the indebtedness hereby secured. Any amount so added shall, from the date of payment thereof by the Mortgagee, bear interest at the rate of interest set forth in the indebtedness.

4. The Mortgagee at its option may extend the time for the payment of any indebtedness hereby secured, or reduce the payments thereon, or accept a note or renewal note therefor, or release any part of the security, or any person liable for the indebtedness, without consent of any junior lienholder, and without the consent of the Mortgagor. No such extension, reduction, renewal or release shall effect the priority of this Mortgage or impair the security hereof in any manner whatsoever, or release, discharge or affect in any manner the personal liability of the Mortgagor to the Mortgagee. No delay by the Mortgagee in the exercise of any of its rights hereunder shall preclude the exercise thereof so long as the mortgage is in default hereunder and no failure of the Mortgagee to exercise any of his rights because of one default shall preclude the exercise thereof for a subsequent default. The Mortgagee may enforce any one or more of its rights or remedies hereunder successively or concurrently.

5. That the Real Estate mortgaged hereby is free, clear, and unencumbered except as to (a) real estate taxes not yet due, (b) usual easements, covenants and restrictions of record, (c) Real Estate Mortgage dated none from Mortgagor to \_\_\_\_\_ in the original amount of \_\_\_\_\_ which mortgage is not in default and has an unpaid balance of \$ \_\_\_\_\_, (d) Other \_\_\_\_\_

6. In the event this mortgage is subject to a mortgage set out in the paragraph above, or any other mortgage or encumbrance and that prior mortgage or encumbrance is in default or is foreclosed upon, or in the event Mortgagor without Mortgagees prior written consent sell or transfer any interest in this real estate then at the option of the Mortgagee this Mortgage and the Note or Notes or indebtedness it secures shall become immediately due and payable in full and further that the Mortgagee may immediately foreclose this Mortgage, all without any notice or demand whatsoever.

7. The covenants, agreements, and conditions hereof shall be binding upon the Mortgagor and the heirs, personal representatives, successors, and assigns of the Mortgagor, and shall inure to the benefit of the Mortgagee and its successors and assigns. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

IN WITNESS WHEREOF this Mortgage has been executed by the Mortgagor on this 17th day of October, 19 83.

MORIN BROS., INC.  
By: Frank O. Morin  
Frank O. Morin, President

ACKNOWLEDGMENT BY CORPORATE MORTGAGOR

STATE OF INDIANA ) SS:  
COUNTY OF Lake )

I, Sherril J. Tokarski, a Notary Public in and for said County and State, do hereby certify that Frank O. Morin and \_\_\_\_\_, personally known to me to be the President of the Morin Bros., Inc., and \_\_\_\_\_, respectively

are personally known to me to be the same persons whose names are subscribed to the foregoing mortgage and appeared before me this 17th day of October, 1983 in person, and severally acknowledged that as such said officers they signed and delivered the foregoing mortgage and caused the corporate seal of the corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary act and deed and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

WITNESS my hand and official seal  
My Commission Expires:  
July 25, 1986  
Resident of Porter County

Sherril J. Tokarski  
Notary Public Sherril J. Tokarski

This Instrument prepared by: Richard C. Simaga, an Officer of Bank of Indiana, N.A.