

P.O. Box 1130
Lafayette, Ind.

LOAN NO. _____

741892

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INDENTIFYING MORTGAGE

THIS INDENTURE WITNESSETH THAT BULL LEASING, INC., an Indiana Corporation

of Tippecanoe County, Indiana, hereinafter called mortgagor, (whether one or more than one), does hereby mortgage and warrant to **LAFAYETTE BANK AND TRUST COMPANY of Lafayette, Indiana**, hereinafter called mortgagee, the following described real estate in Lake County, Indiana,

Part of Lot 2, Westlake Plaza, as recorded in the Office of the Recorder of Lake County, Indiana, in Book 47, Page 77, described as commencing at the Southwest corner of said Parcel 2; thence East along the Southerly line of said Parcel 2, 300.59 feet to the point of beginning; thence North, 444.30 feet; thence East, 375.88 feet; thence South 01 degree 09 minutes, 44 seconds East, 210.59 feet; thence South 43 degrees, 53 minutes, 50 seconds East, 79.03 feet to the said Southerly line; thence South 46 degree, 06 minutes 10 seconds West along said Southerly line, 114.57 feet; thence South-westernly along said Southerly line along a circular curve which is convex to the Southeast whose radius = 198.78 feet, tangent = 30 feet, deflection angle = 17 degrees, 09 minutes, 54 seconds, a distance of 59.55 feet along said curve; thence continuing Southwesterly along said Southerly line along a circular curve which is convex to the Southwest whose radius = 590.23 feet, tangent = 140.24 feet, deflection angle = 26 degrees, 43 minutes, 56 seconds, a distance of 275.38 feet along said curve; thence West along said Southerly line 38.56 feet to the point of beginning, containing 3.65 acres, more or less, and also known as Lot 9 in Resubdivision of part of Parcel 2, in Westlake Plaza, as shown in Plat Book 54, Page 63, in Lake County, Indiana.

STATE OF INDIANA, S.S. MC
LAKE COUNTY
FILED FOR RECORD
JAN 19 12 11 PM '84
WILLIAM WIELSKI JR
RECORDER

This mortgage is executed upon the following conditions: The said Lafayette Bank and Trust Company agrees it may advance by way of a loan any sum or sums of money that Bull Leasing, Inc., an Indiana Corporation or David E. Bull hereinafter called borrower (whether one or more than one), may from time to time desire, not to exceed an aggregate principal amount of \$ 700,000.00, and interest, including any amount already advanced by mortgagee to borrower. Interest on such advances shall be at the rate agreed upon by borrower and mortgagee. A portion of said advances already made is evidenced by note dated January 13, 19 84, in the sum of \$ 200,000.00.

It is agreed that this mortgage is a continuing security for the repayment to mortgagee of any sum or sums advanced to borrower by mortgagee under the provisions of this mortgage; and it is expressly agreed that should any sum now or hereafter secured by this mortgage be reduced by payment or otherwise, such reduction shall not be an extinguishment pro tanto of this mortgage, but said mortgage shall remain as a security for any advances made after, as well as before, any such reduction.

It is further agreed that at the expiration of six months from date, the mortgagee may at its option extend the period of its agreement to make advances under this mortgage for an additional term of six months, and successively thereafter at the end of each six months period may at its option make like extensions, which extensions may be evidenced merely by the making of such advances after the expiration of each such six months.

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The mortgagee may, at any time or times in succession, without notice, extend the time of payment of any part or all of the indebtedness hereby secured to any person or persons then under obligation to pay such indebtedness or having an interest in the property affected by the lien hereby created, upon such terms as may be agreed upon by the mortgagee and the party requesting the extension. In case of any such extension the lien of this mortgage shall not be impaired but shall continue without change, valid and subsisting, securing the payment of each note so extended or given in renewal of such indebtedness.

Upon the written request of mortgagor, made at any time when the notes secured by this mortgage are paid in full, the mortgagee will release this mortgage of record.

Mortgagor expressly agrees to pay the sum of money secured by this mortgage without relief from valuation or appraisal laws, and with attorney's fees; and agrees that if any part of said mortgage debt, either principal or interest shall not be paid when due then all of said debt shall at the option of mortgagee become immediately due and collectible, and this mortgage may be foreclosed accordingly. Mortgagor further agrees that until all of said mortgage debt shall be paid, mortgagor will keep all legal taxes and charges against said real estate paid as the same shall become due, and will keep the buildings on said real estate insured for tornado and for fire in an insurance company acceptable to mortgagee for the benefit of mortgagee as its interest may appear, in an amount equal to or greater than the unpaid balance of the indebtedness secured by this mortgage; and it is agreed that upon failure of mortgagor so to do, the mortgagee may pay such taxes and insurance, and the amount so paid therefor, together with 21 per cent interest thereon from date of payment, shall be and become a part of the debt secured by this mortgage.

If an action is brought to foreclose this mortgage, or if the mortgagee is made or becomes a party to any suit by reason of the mortgage, or if the mortgage shall be placed in the hands of an attorney for collection, or be established or allowed in any court, the mortgagor shall pay a reasonable attorney fee, and said fee shall be immediately and on command paid by mortgagor to mortgagee and may be taxed as costs in said suit.

IN WITNESS WHEREOF said mortgagor has hereunto set its hand and seal this 18 day of January, 1984.

BULL LEASING, INC., an Indiana Corporation

_____(SEAL) David E. Bull _____(SEAL)
David E. Bull, President

_____(SEAL) _____(SEAL)

STATE OF INDIANA, COUNTY OF Tippecanoe SS:

Before me, the undersigned, a Notary Public in and for said County and State this 18 day of January, 1984, personally appeared _____
Bull Leasing, Inc., an Indiana Corporation by David E. Bull, President

and acknowledged the execution of the attached and foregoing mortgage.

WITNESS my hand and Notarial Seal.

Melanie L. Pearson
Melanie L. Pearson Notary Public
Resident of Tippecanoe County

My commission expires February 23, 1985

Prepared at LAFAYETTE BANK AND TRUST COMPANY, by Dann H. Small, Vice President

RECEIVED FOR RECORD _____, 19 _____ at _____ o'clock _____ M.,

and recorded in Record No. _____ Page No. _____

Recorder
for _____
County