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REAL ESTATE MORTGAGE

Robert E. Coates doing business as Corner Mall
THIS INDENTURE WITNESSETH, that

Robert E. Coates doing business as Roberts Investments Company, as to Parcels I and II; and
Robert E. Coates doing business as Roberts Investments Company, as to Parcel III,
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
County, State of Indiana, to-wit:

See Attached Descriptions

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.

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

- or in the performance of any of the Mortgagor's covenants set forth in this mortgage or other instruments signed in conjunction with the indebtedness this mortgage 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 together with the rents, issues, income and profits therefrom and all amounts due are payable without relief from valuation or appraisement 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 as may be necessary in order that the said property shall not hereafter become as may be necessary in order that the said property shall not hereafter become as may be necessary in order that the said property shall not hereafter become as may be necessary in order that the said property shall not hereafter become as may be necessary in order that the said property shall not hereafter become as may be necessary in order that the said property shall not hereafter become as may be necessary in order that the said property shall not hereafter become as may be necessary in order that the said property shall not hereafter become as may be necessary in order that the said property shall not hereafter become as may be necessary in order that the said property shall not hereafter become as may be necessary in order that the said property shall not hereafter become as may be necessary in order that the said property shall not hereafter become as may be necessary in order that the said property shall not hereafter become as may be necessary in order that the said property shall not hereafter become as may be necessary in order that the said property shall not hereafter become as may be necessary in order that the said property shall not hereafter become as may be necessary in order that the said property shall not hereafter become as may be necessary in order that the said property shall not hereafter become as may be necessary in order that the said property shall not hereafter become as may be necessary in order that the said property shall not hereafter become as may be necessary in order that the said property shall not hereafter b

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- 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 August 14, 1980 from Mortgagor to Leo C. Meister and Helen J. Meister in the original amount of \$165,000.00 as to parcels 1 and 2

which mortgage is not in-default and has an unpaid balance of \$
(d) Other Real Estate Mortgage dated 3/20/82 from Mortgagor to Bank of Indiana, National Association in the original amount of \$180,000.00 as to parcels*; Real Estate Mortgage dated 5/20/76 from Mortgagor to Bank of Indiana, National Association in the original amount of \$250,000.00 as to parcel 3. * I and 2

- 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.

٠.	IN WITNESS WHEREOF this Mortgage has been executed by the Mortgagor on this day of February . 19 84.	13th
	Robert E. Goates d/b/a Corner Mall Robert E. Coates d/b/a Roberts	Investment
	Development Company, a Sole Proprietorship Company, a sole Proprietorship	
	By: The Coates, a Sole Owner By: Robert E. Coates, a Sole Owner By: Robert E. Coates, a Sole Owner	
	ACKNOWLEDGMENT BY INDIVIDUAL OR PARTNERSHIP MORTGAGOR	
	STATE OF INDIANA)	
	COUNTY OF Lake) SS:	
11.1	Before me, Sherril J. Tokarski , a Notary Public in and for said	d County
9	Robert E. Coates d/b/a Corner Mall Development and Robert E. Coates d/b/a Robert	•
<u></u>	Company	
100	personally known to me, and known to me to be the person(s) who (is) (************************************	escribed (his)
	My commission expires: July 25, 1986 My commission expires:	•

This Instrument prepared by: Mark S. Craig, an Officer of Bank of Indiana, N.A.

Resident of Porter County

Notary Public Sherril J. Tokarski

LEGAL DESCRIPTION

PARCEL I:

Lots 1, 2, 3, 4 and 5, Block 2, Peterson's Addition to East Gary, as shown in Plat Book 9, page 6, in Lake County, Indiana.

PARCEL II:

Part of School Lot 10 in Section 16, Township 36 North, Range 7 West of the Second Principal Meridian, in the Town of Lake Station, Lake County, Indiana, described as follows: Beginning at the Northeast corner of said 10t; thence West 50 feet along the North line thereof; thence South parallel to the East line of said lot to the North line of what was formerly the right of way of the Gary Connecting Railways Company; thence East along said right of way 50 feet to the East line of said lot; thence North to the place of beginning.

PARCEL III:

Lot 1, Weyhe Addition to the Town of Griffith, as shown in Plat Book 46, page 20, in Lake County, Indiana.