

CM 119934840

NATIONAL HOME LIFE ASSURANCE COMPANY

39

766947

OPEN-END

MORTGAGE AND SECURITY AGREEMENT

THIS MORTGAGE AND SECURITY AGREEMENT, made and entered into this 30th day of July, 1984, by and between THE FIRST BANK OF WHITING, an Indiana banking corporation, not personally but as Trustee under the provisions of a Trust Agreement dated December 18, 1979 and known as Trust No. 1511 (hereinafter referred to as "Borrower"), and NATIONAL HOME LIFE ASSURANCE COMPANY, a Missouri corporation (hereinafter referred to as "Lender");

W I T N E S S E T H T H A T:

FOR and in consideration of the premises, the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, and in order to secure the indebtedness and other obligations of Borrower hereinafter set forth, Borrower does hereby grant, bargain, sell, convey, mortgage, assign, transfer pledge and set over unto Lender and the successors and assigns of Lender all of the following described land and interests in land, estates, easements, tenements, rights, improvements, property, fixtures, machinery, equipment, furniture, furnishings, appliances and appurtenances (hereinafter collectively referred to as the "Premises"):

(a) All that tract or parcel of land more particularly described in Exhibit A, attached hereto and incorporated herein by this reference (hereinafter referred to as the "Land");

(b) All buildings, structures and improvements of every nature whatsoever now or hereafter situated on the Land, and all gas and electric fixtures, radiators, pipes, heaters, furnaces, engines and machinery, escalators, boilers, ranges, elevators, motors, plumbing and heating fixtures, carpeting and other floor coverings, fire extinguishers and any other safety equipment required by governmental regulation or law, washers, dryers, water heaters, mirrors, mantels, air conditioning apparatus (including, without limitation, humidity control equipment), refrigeration plants, refrigerators, cooking apparatus and appurtenances, window screens, awnings, and storm basins, alarm devices of any type, automatic sprinkler systems, carpet cabinets and shelving, partitions, paneling, and wall covering and windows of every type, which are or shall be attached to the Land or said buildings, structures, or improvements and other fixtures, machinery, equipment, furniture, furnishings, appliances, vehicles, building supplies and materials, books and records, chattels, inventory, accounts, farm products, consumer goods, general intangibles and personal property of every kind and nature whatsoever now or hereafter owned by Borrower and located in, on, or about, or used or intended to be used with or in connection with the use, operation, or enjoyment of the Premises, including all extensions, additions, improvements, betterments, after-acquired property, renewals, replacements and substitutions or proceeds from a permitted sale of any of the foregoing, and all right, title and interest of Borrower in any such fixtures, machinery, equipment, furniture, furnishings, appliances, vehicles and personal property subject to or covered by any prior security agreement, conditional sales contract, chattel mortgage or similar lien or claim, together with the benefit of any deposits or payments now or hereafter made by Borrower or on behalf of Borrower, all tradenames, trademarks, servicemarks, logos and goodwill which

*See Assignment of Interest to Lender
All Rec'd to 766948*

STATE OF INDIANA
PLATE COUNTY
OFFICE OF THE CLERK
RECORDED
JUL 30 1984

Jul 30 1984

in any way now or hereafter belong, relate or appertain to the Premises or any part thereof or are now or hereafter acquired by Borrower; and all inventory, accounts, chattel paper, documents, equipment, fixtures, farm products, consumer goods and general intangibles constituting proceeds acquired with cash proceeds of any of the property described hereinabove, all of which are hereby declared and shall be deemed to be fixtures and accessions to the Land and a part of the Premises as between the parties hereto and all persons claiming by, through or under them, and which shall be deemed to be a portion of the security for the indebtedness herein described and to be secured by this Mortgage;

(c) All easements, rights-of-way, strips and gores of land, vaults, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, shrubs, crops, trees, timber and other emblements now or hereafter located on the Land or under or above the same or any part or parcel thereof, and all estates, rights, titles, interests, minerals, royalties, easements, privileges, liberties, tenements, hereditaments and appurtenances, reversion and reversions, remainder and remainders whatsoever, in any way belonging, relating or appertaining to the Premises or any part thereof, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by Borrower;

(d) All present and future income, rents, issues, profits and revenues of the Premises from time to time accruing (including, without limitation, all payments under leases or tenancies, unearned premiums on any insurance policy carried by Borrower for the benefit of Lender and/or the Premises, tenant security deposits, escrow funds and all awards or payments, including interest thereon and the right to receive same, growing out of or as a result of any exercise of the right of eminent domain, including the taking of any part or all of the Premises or payment for alteration of the grade of any street upon which said Premises abuts, or any other injury to, taking of or decrease in the value of, said Premises to the extent of all amounts which may be owing on the indebtedness secured by this Mortgage at the date of receipt of any such award or payment by Borrower, and the reasonable attorneys' fees, costs and disbursements incurred by Borrower in connection with the collection of such award or payment), and all the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of Borrower of, in and to the same; reserving only the right to Borrower to collect the same so long as Borrower is not in default hereunder; and

(e) All insurance policies, contracts, permits, licenses, plans or intangibles now or hereafter dealing with, affecting or concerning the Premises, including, without limitation, all rights accruing to Borrower from any and all contracts with all contractors, architects, engineers or subcontractors relating to the construction of improvements on or upon the Premises, including performance and/or materialmen's bonds and any other related choses;

TO HAVE AND TO HOLD the Premises and all parts, rights, members, and appurtenances thereof, to the use, benefit and behoof of Lender and the successors and assigns of Lender, IN FEE SIMPLE forever; and Borrower covenants that Borrower is lawfully seized and possessed of the Premises as aforesaid, and has good right to convey and mortgage the same, that the same

agrees that Borrower will furnish Lender with notice of any change in the matters addressed by clauses (i) or (iii) of this Subparagraph 1.07(b) within thirty (30) days of the effective date of any such change, and Borrower will promptly execute any financing statements or other instruments deemed necessary by Lender to prevent any filed financing statement from becoming misleading or losing its perfected status.

(c) The information in this Subparagraph 1.07(c) is provided in order that this Mortgage shall comply with the requirements of the Uniform Commercial Code, as enacted in the state where the Land is located, for instruments to be filed as financing statements. The names of the "Debtor" and the "Secured Party," the identity and principal place of business of "Debtor," and the time period for which "Debtor" has been using or operating under said name and identity without change, are as set forth in Exhibit D, attached hereto and incorporated herein by this reference; the mailing address of the "Secured Party" from which information concerning the security interest may be obtained, and the mailing address of "Debtor," are as set forth in Paragraph 3.05 hereof; and a statement indicating the types, or describing the items, of collateral is set forth hereinabove.

(d) Some of the items of property described herein are goods that are or are to become fixtures related to the real estate described herein, and it is intended that, as to those goods, this Mortgage and Security Agreement shall be effective as a financing statement filed as a fixture filing from the date of its filing for record in the real estate records of the county in which the Land is located. Information concerning the security interest created by this instrument may be obtained from the Lender, as "Secured Party," or Borrower, as "Debtor," at their respective mailing addresses set out in Paragraph 3.05 hereof.

(e) Borrower further covenants and agrees that all of the aforementioned personal property shall be owned by Borrower and shall not be the subject matter of any lease or other instrument, agreement or transaction whereby the ownership or beneficial interest thereof or therein shall be held by any person or entity other than Borrower, except to the extent Lender consents to any lease of any of such property, which consent may be withheld or delayed in Lender's sole discretion; nor shall Borrower create or cause to be created any security interest covering any such property, other than (i) the security interest created herein in favor of Lender, (ii) the rights of tenants lawfully occupying the Premises, and (iii) the Permitted Exceptions.

1.08 Further Assurances; After-Acquired Property.
At any time, and from time to time, upon request by Lender, Borrower shall make, execute and deliver or cause to be made, executed and delivered, to Lender and, where appropriate, cause to be recorded and/or filed and from time to time thereafter to be re-recorded and/or refiled at such time and in such offices and places as shall be deemed desirable by Lender, any and all such other and further deeds to secure debt, mortgages, mortgages of trust, security agreements, financing statements, continuation statements, instruments of further assurances, certificates and other documents as may, in the opinion of Lender, be necessary or desirable in order to effectuate, complete or perfect, or to continue and preserve, (i) the obligations of

Borrower described in the Note and under this Mortgage and (ii) the lien of this Mortgage as a first and prior lien upon and security title in and to all of the Premises, whether now owned or hereafter acquired by Borrower, subject only to the Permitted Exceptions. Upon any failure by Borrower so to do, Lender may make, execute, record, file, re-record and/or refile any and all such deeds to secure debt, mortgages, deeds of trust, security agreements, financing statements, continuation statements, instruments, certificates and documents for and in the name of Borrower, and Borrower hereby irrevocably appoints Lender the agent and attorney-in-fact of Borrower so to do. The lien and security title hereof shall automatically attach, without further act, to all after-acquired property attached to and/or used in the operation of the Premises or any part thereof, to the extent permitted by law.

1.09 Expenses. Borrower shall pay or reimburse Lender, upon demand therefor, for all attorneys' fees, costs and expenses incurred by Lender in any suit, action, legal proceeding or dispute of any kind in which Lender is made a party or appears as a party plaintiff or defendant, affecting the Indebtedness, this Mortgage, or the interest created herein, or the Premises, including, without limitation, any foreclosure proceedings, any condemnation action involving the Premises, any federal bankruptcy proceeding or state insolvency proceeding involving the priorities or rights of creditors or any action to protect the security hereof; and any such amounts paid by Lender shall be added to the Indebtedness secured by the lien of this Mortgage and shall bear interest from and after the date when paid at the default rate in effect under the Note.

1.10 Subrogation. To the full extent of the Indebtedness, Lender is hereby subrogated to the liens, claims and demands, and to the rights of the owners and holders of each lien, claim, demand and other encumbrance on the Premises which is paid or satisfied, in whole or in part, out of the proceeds of the Indebtedness, and the respective liens, claims, demands and other encumbrances shall be, and each of them is hereby, preserved and shall pass to and be held by Lender as additional collateral and further security for the Indebtedness, to the same extent they would have been preserved and would have been passed to and held by Lender had they been duly and legally assigned, transferred, set over and delivered unto Lender by assignment, notwithstanding the fact that any instrument providing public notice of the same may be satisfied and cancelled of record.

1.11 Transfer of the Premises; Secondary Financing.

(a) The identity and expertise of Borrower were and continue to be material circumstances upon which Lender has relied in connection with, and which constitute valuable consideration to Lender for, the extending to Borrower of the indebtedness evidenced by the Note, and any change in such identity or expertise could materially impair or jeopardize the security for the payment of the Indebtedness. Borrower covenants and agrees with Lender, as part of the consideration for the extending to Borrower of the indebtedness evidenced by the Note, that, without Lender's consent, Borrower shall not, voluntarily or by operation of law: (i) sell, transfer, convey, pledge, encumber, assign, grant a security interest in, or otherwise hypothecate or dispose of, all or any part of the

Premises or any interest therein, whether or not as collateral security for any other obligation of Borrower; (ii) if Borrower is a corporation, partnership, trust, or other entity, sell, transfer, convey, pledge, encumber, assign, hypothecate or dispose of any legal or beneficial interest in Borrower, nor change in general partners; nor (c) cause or permit any junior encumbrance or lien to be placed on the Premises or other security for the Loan. Such consent may be given or withheld by Lender in its sole discretion and may be conditioned upon payment to Lender of a fee for processing the request for consent and other administrative costs incurred in connection therewith, and/or an increase in the rate of interest on the unpaid balance of the Indebtedness to a then current market rate, and/or a change in the term of the Note, all of which Borrower hereby agrees are reasonable conditions to the approval of any such transfer. In all events, if Lender consents to any such sale, transfer, conveyance, pledge, encumbrance, assignment, hypothecation, or disposition, the manager of the Premises shall remain the same before and after the transfer and the transferee shall be a creditworthy person or entity of sound financial reputation.

(b) The consent by Lender to any sale, transfer, conveyance, pledge, encumbrance, assignment, creation of a security interest in or other hypothecation or disposition of the Premises or the beneficial interests of Borrower shall not be deemed to constitute a novation of the Indebtedness or a consent to any further sale, transfer, pledge, encumbrance, creation of a security interest or other hypothecation or disposition, or to waive Lender's right, at its option, to exercise its remedies for default, without notice to or demand upon Borrower or to any other person or entity, upon any such sale, transfer, pledge, encumbrance, creation of a security interest in or other hypothecation, or disposition to which Lender shall not have consented.

1.12 Limit of Validity. If from any circumstances whatsoever fulfillment of any provision of this Mortgage or of the Note, at the time performance of such provision shall be due, shall involve transcending the limit of validity presently prescribed by any applicable usury statute or any other applicable law, with regard to obligations of like character and amount, then ipso facto the obligation to be fulfilled shall be reduced to the limit of such validity, so that in no event shall any exaction be possible under this Mortgage or under the Note that is in excess of the current limit of such validity, but such obligation shall be fulfilled to the limit of such validity. Any payments inadvertently charged to Borrower or collected by Lender that would constitute interest in excess of any applicable legal limit shall be applied by Lender to the reduction of the unpaid principal amount due under the Note. It is the intention of Borrower and Lender not to create any obligation in excess of the amount allowable by applicable law. The provisions of this Paragraph 1.12 shall control every other provision of this Mortgage and the Note.

1.13 Performance by Lender of Defaults by Borrower. Borrower covenants and agrees that, if it shall default in the payment of any tax, lien, assessment, or charge levied or assessed against the Premises; in the payment of any utility charge, whether public or private; in the payment of any insurance premium; in the procurement of insurance coverage and the delivery of the insurance policies required hereunder; or in

the performance or observance of any other covenant, condition or term of this Mortgage, then Lender, at its option (without obligation), may pay, perform or observe the same, and all payments made or costs incurred by Lender in connection therewith shall be secured hereby and shall be, without demand, immediately repaid by Borrower to Lender with interest thereon, from the date such payment is made or expense is incurred by Lender to the date Lender is reimbursed therefor, at the default rate provided in the Note. Lender shall be the sole judge of the legality, validity and priority of any such tax, lien, assessment, charge, claim and premium, of the necessity for any such actions and of the amount necessary to be paid in satisfaction thereof. Lender is hereby empowered to enter and to authorize others to enter upon the Premises or any part thereof for the purpose of performing or observing any such defaulted covenant, condition or term without thereby becoming liable to Borrower or any person in possession of any portion of the Premises holding under Borrower. Borrower expressly acknowledges and agrees, however, that notwithstanding anything contained in this Paragraph 1.13 to the contrary, Lender shall not be obligated under this Paragraph 1.13 to incur any expense or to perform any act whatsoever.

1.14 Assignment of Leases and Rents.

(a) As additional collateral and further security for the Indebtedness, Borrower does hereby assign to Lender Borrower's interest in any and all leases, tenant contracts, rental agreements, franchise agreements, management contracts, construction contracts and other contracts, licenses and permits now or hereafter affecting the Premises, or any part thereof (all of the foregoing being hereinafter collectively referred to as the "Leases"), and all income, rents, issues, and profits from the Premises, and Borrower agrees to execute and deliver to Lender such additional instruments, in form and substance satisfactory to Lender, as may hereafter be requested by Lender further to evidence and confirm said assignment; provided, however, that acceptance of any such assignment shall not be construed as a consent by Lender to any Lease, or to impose upon Lender any obligation with respect thereto; and provided, further, that permission is hereby given to Borrower unless and until Borrower is in default as provided herein, to collect the income, rents, issues, and profits relating to the Premises as they become due and payable but not in advance, except as provided hereinbelow. Without first obtaining on each occasion the approval of Lender, which approval may be granted or withheld in the sole discretion of Lender, Borrower shall not ~~cancel or permit the cancellation of any such Lease or modify, renew, surrender or terminate, either orally or in writing, any of said Leases, or~~ accept, or permit to be made, any prepayment of any installment of rent or other income thereunder (except for security deposits) more than one (1) month in advance of the date when due. Borrower shall faithfully keep and perform, or cause to be kept and performed, all of the covenants, conditions and agreements contained in each of said Leases, now or hereafter existing, on the part of Borrower to be kept and performed and shall at all times do all things necessary to compel performance by each other party to said Leases of all obligations, covenants and agreements by such other party to be performed thereunder. ~~Borrower shall also notify Lender promptly of any default (of which Borrower has knowledge) on the part of any other party to said Leases in the performance of any of the terms, covenants or agreements of~~

~~any such Leases.~~ This indenture constitutes an absolute, present and irrevocable assignment of the income, rents, issues and profits from the Premises, subject, however, to the conditional permission given to Borrower to collect the same as provided hereinabove. The foregoing assignment shall be fully operative without any further action on the part of any party hereto, and, specifically, Lender shall be entitled, at its option upon the occurrence of any such default hereunder, without notice or demand of any kind to Borrower, to collect and retain all such income, rents, issues and profits whether or not Lender takes possession of the Premises. Exercise by Lender of its rights under this Paragraph, and the application of any such rents, issues and profits to the Indebtedness, shall not cure or waive any default hereunder or invalidate any act done pursuant hereto, but shall be cumulative of all other rights and remedies.

(b) Borrower shall not, without the prior written consent of Lender, which consent may be withheld in Lender's sole and absolute discretion, further assign the income, rents, issues or profits or any part thereof from the Premises, and any such assignment without the express written consent of Lender shall be void as against Lender.

(c) Borrower shall furnish to Lender, within ten (10) days after a request by Lender to do so, a written affidavit sworn to and signed by Borrower setting forth the names of all tenants of the Premises, the terms of their respective Leases, the space occupied, and the rentals payable thereunder, and stating whether any defaults, off-sets or defenses exist under or in connection with any of said Leases. ~~Any and all Leases affecting the Premises shall provide for the giving by the tenants thereunder of certificates with respect to the status of such Leases and Borrower shall exercise Borrower's right to request such certificates within five (5) days of any demand therefor by Lender.~~

~~(d) Each Lease pertaining to the Premises, or any part thereof, shall provide (or if such Lease does not so provide, shall be deemed to provide) that, in the event of the enforcement by Lender of the remedies provided by law or by this Mortgage, the tenant thereunder will, upon request of Lender or any other person or entity succeeding to the interest of Lender as a result of such enforcement, automatically become the tenant of Lender or said successor in interest, without change in the terms or other provisions of said Lease; provided, however, that (i) neither Lender nor any such successor in interest shall be (A) bound by any payment of rental, additional rental or other income for more than one (1) month in advance, (B) bound by any amendment or modification of said Lease, made without the express written consent of Lender or said successor in interest, (C) liable for any act or omission of any prior landlord (including Borrower), (D) liable for the return of any security deposit, or (E) be subject to any offsets or defenses which the tenant might have against any prior landlord (including Borrower). Each Lease pertaining to the Premises shall also provide (or if such Lease does not so provide, shall be deemed to provide) that, upon request by said successor in interest, the tenant thereunder shall deliver an instrument confirming such attornment.~~

(e) Notwithstanding any other provisions of this Mortgage, Borrower shall not hereafter enter into any Lease

without the prior written consent of Lender, which consent may be granted or withheld in Lender's sole discretion, other than on a form of Lease previously submitted to and approved by Lender, at a rental in accordance with a schedule of rentals previously approved by Lender. Borrower shall grant no "free rental" periods or other forms of rental concession to any tenant or other occupant of the Premises without the prior written consent of Lender.

1.15 Estoppel Affidavits. Borrower, upon ten (10) days' prior written notice, shall furnish Lender a written affidavit, sworn to and signed by Borrower, setting forth (i) the unpaid principal of, and interest (listing both "Deferred Interest" [as defined in the Note] and accrued interest) on, the Indebtedness, (ii) whether or not any off-sets or defenses exist against such principal and interest, (iii) whether or not any "default" or "event of default" (or any fact or circumstance that, with lapse of time or notice, or both, would constitute a "default" or "event of default") exists under any of the Loan Documents, and (iv) the then state of facts relative to the condition of the Premises.

1.16 Books, Records, Accounts and Monthly Reports. Borrower shall keep and maintain, or shall cause to be kept and maintained, at Borrower's cost and expense and in accordance with generally accepted accounting principles, proper and accurate books, records and accounts reflecting all items of income and expense in connection with the operation of the Premises and in connection with any services, equipment, or furnishings provided in connection with the operation of the Premises. Lender and Lender's agents, accountants and attorneys shall have the right from time to time at all times during normal business hours to examine such books, records and accounts at the office of Borrower or such other person or entity maintaining such books, records or accounts and to make copies or extracts thereof as Lender shall desire and to discuss Borrower's affairs, finances and accounts with Borrower and with the officers and principals of Borrower, at such reasonable times as may be requested by Lender. Borrower shall furnish to Lender annually within ninety (90) days after the end of Borrower's fiscal year, at Borrower's expense, a report of the operation of the Premises for such fiscal year showing in detail all such revenues derived from rents, profits and all other sources, and all expenses and disbursements made in connection with the Premises, together with a rent roll for the Premises, annual comparative balance sheets, profit and loss statements, and all supporting schedules covering the operation of the Premises. At Lender's option, all such statements shall be audited and/or prepared and certified by an independent certified public accountant selected or approved by Lender and/or certified by Borrower's principal financial or accounting officer. Borrower shall further provide Lender, on a quarterly basis,

with such interim balance sheet and profit and loss statements as Lender may require, which statements shall cover such additional financial matters as Lender may request, and shall be certified by Borrower's principal financial or accounting officer. All such statements and reports shall be prepared in accordance with generally accepted accounting principles, consistently applied. In the event that Borrower shall refuse or fail to furnish any statement as aforescribed, or in the event such statement shall be inaccurate or false, or in the event of failure of Borrower to permit Lender or its representatives to inspect the Premises or the said books and records, Lender may consider such acts of Borrower as a default hereunder and proceed in accordance with the rights and remedies afforded it under the provisions hereof.

materially

ARTICLE II

2.01 Events of Default.

(a) The terms "Default," "default," "Event of Default" or "event of default," wherever used in this Mortgage, shall mean any of the following events:

(i) Failure by Borrower to pay any installment of principal or interest under the Note or other indebtedness secured by this Mortgage or any other sum that may be due and payable under any of the Loan Documents, within ten (10) days from the date when due and payable; SEE RIDER ATTACHED HERETO AND HEREBY MADE A PART HEREOF.

(ii) Any transfer under Paragraph 1.11 to which Lender shall not have first consented in writing; or

(iii) An event shall occur which under the specific terms of Paragraph 1.05 shall give the Lender the option to accelerate the maturity of the Indebtedness; or

(iv) Failure by Borrower duly to observe or perform any other term, covenant, condition or agreement of this Mortgage within fifteen (15) days after written notice of such failure; provided, however, if such failure cannot be cured within such fifteen (15)-day period, then failure by Borrower to commence the curing thereof within such fifteen (15)-day period and diligently to prosecute such curing to completion within a reasonable time thereafter;

(v) The fact that any warranty of Borrower contained in this Mortgage or in any other Loan Document proves to be untrue or misleading in any respect as of the time made or as of any subsequent time prior to the satisfaction in full of all of the Indebtedness;

(vi) The occurrence of any default, event of default or Event of Default under any of the Loan Documents;

(vii) The filing of any federal tax lien against the Premises; or

(viii) The filing by Borrower or any endorser or guarantor of the Note of a voluntary petition in bankruptcy pursuant to any federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other

material

relief for debtors (collectively, "Bankruptcy Law") or the issuing of an order for relief against Borrower or any endorser or guarantor of the Note under any such Bankruptcy Law, or the filing by Borrower or any endorser or guarantor of the Note of any petition or answer seeking or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief for itself under any present or future Bankruptcy Law;

(ix) Borrower's or any such endorser's or guarantor's seeking or consenting to or acquiescing in the appointment of any trustee, custodian, receiver, or liquidator of Borrower or of such endorser or guarantor or of all or any substantial part of the Premises or of any or all of the income, rents, revenues, issues, earnings, profits or income thereof or of any other property or assets of Borrower or of such endorser or guarantor; or the making by Borrower or any such endorser or guarantor of any general assignment for the benefit of creditors, or the admission in writing by Borrower or any such endorser or guarantor of its inability to pay its debts generally as they become due, or the commission by Borrower or any such endorser or guarantor of any act providing grounds for the entry of an order for relief under any Bankruptcy Law;

(x) Failure by Borrower to cause the dismissal of any involuntary petition in bankruptcy brought against Borrower within thirty (30) calendar days after the same is filed but in any event prior to the entry of an order, judgment, or decree approving such petition;

(xi) The Premises are subjected to actual or threatened waste, or any part thereof is removed, demolished, or altered without the prior written consent of Lender;

(xii) Borrower or any endorser or guarantor of the Note (if a corporation) is liquidated or dissolved or its charter expires or is revoked, or Borrower or such endorser or guarantor (if a partnership or business association) is dissolved or partitioned, or Borrower or such endorser or guarantor (if a trust) is terminated or expires, or Borrower or such endorser or guarantor (if an individual) dies; or

(xiii) The filing by any person or entity of any claim in any legal or equitable proceeding challenging the first priority lien of this Mortgage, subject only to the Permitted Exceptions.

SEE RIDER ATTACHED HERETO AND HEREBY MADE A PART HEREOF.

2.02 Acceleration of Maturity. If an Event of Default shall have occurred, then the entire Indebtedness shall, at the option of Lender, become immediately due and payable without notice or demand, which are hereby expressly waived, time being of the essence of this Mortgage; and no omission on the part of Lender to exercise such option when entitled to do so shall be construed as a waiver of such right.

2.03 Lender's Right to Enter and Take Possession, Operate and Apply Revenues.

(a) If an Event of Default shall have occurred, Borrower, upon demand of Lender, shall forthwith surrender to Lender the actual possession of the Premises and if, and to the extent, permitted by law, Lender itself, or by such officers or agents as it may appoint, may enter and take possession of all the Premises without the appointment of a receiver, or an application therefor, and may exclude Borrower and its respective agents and employees wholly therefrom, and may have joint access with Borrower to the books, papers and accounts of Borrower.

(b) If Borrower shall for any reason fail to surrender or deliver the Premises or any part thereof after such demand by Lender, Lender may obtain a judgment or decree conferring upon Lender the right to immediate possession or requiring Borrower to deliver immediate possession of the Premises to Lender, to the entry of which judgment or decree Borrower hereby specifically consents. Borrower will pay to Lender, upon demand, all expenses of obtaining such judgment or decree, including reasonable compensation to Lender, its attorneys and agents; and all such expenses and compensation shall, until paid, be secured by the lien of this Mortgage.

(c) Upon every such entering upon or taking of possession, Lender may hold, store, use, operate, manage and control the Premises and conduct the business thereof and, from time to time (i) make all necessary and proper maintenance, repairs, renewals, replacements, additions, betterments and improvements thereto and thereon and purchase or otherwise acquire additional fixtures, personalty and other property; (ii) insure or keep the Premises insured; (iii) manage and operate the Premises and exercise all the rights and powers of Borrower to the same extent as Borrower could in its own name or otherwise with respect to the same; and (iv) enter into any and all agreements with respect to the exercise by others of any of the powers herein granted Lender, all as Lender from time to time may determine to be in its best interest; and perform all acts required of Borrower as lessor under any lease of all or any part of the Premises, all as Lender may from time to time determine to be to its best advantage. Lender may collect and receive all the income, rents, issues, profits and revenues from the Premises, including those past due as well as those accruing thereafter, and, after deducting (A) all expenses of taking, holding, managing and operating the Premises (including compensation for the services of all persons employed for such purposes); (B) the cost of all such maintenance, repairs, renewals, replacements, additions, betterments, improvements, purchases and acquisitions; (C) the cost of such insurance; (D) such taxes, assessments and other similar charges as Lender may at its option pay; (E) other proper charges upon the Premises or any part thereof; and (F) the compensation, expenses and disbursements of the attorneys and agents of Lender, Lender shall apply the remainder of the moneys and proceeds so received by Lender to the payment of principal and interest in whatever order or priority Lender may elect. Anything in this Paragraph 2.03 to the contrary notwithstanding, Lender shall not be obligated to discharge or perform the duties of a landlord to any tenant or incur any liability as the result of any exercise by Lender of its rights under this Mortgage, and Lender shall be liable to account only for the rents, incomes, issues, profits, and revenues actually received by Lender.

(d) For the purpose of carrying out the provisions of this Paragraph 2.03, Borrower hereby irrevocably constitutes and appoints Lender the true and lawful attorney-in-fact of Borrower to do and perform, from time to time, any and all actions necessary and incidental to such purpose, and each of them does, by these presents, ratify and confirm any and all actions of said attorney-in-fact in the Premises.

(e) In the event that all such interest, deposits and principal installments and other sums due under any of the terms, covenants, conditions and agreements of this Mortgage, shall have been paid and all Events of Default cured and satisfied, and as a result thereof, Lender surrenders possession of the Premises to Borrower, the same right of taking possession shall exist if any subsequent Event of Default shall occur.

2.04 Receiver. If an Event of Default shall have occurred, Lender, upon application to a court of competent jurisdiction, shall be entitled as a matter of strict right without notice and without regard to the sufficiency or value of any security for the indebtedness secured hereby or the solvency of any party bound for its payment, to the appointment of a receiver to take possession of and to operate the Premises and to collect and apply the income, rents, issues, profits, and revenues thereof. The receiver shall have all of the rights and powers permitted under the laws of the state within which the Land is located. Borrower shall pay to Lender upon demand all expenses, including receiver's fees, attorneys' fees, costs, and agent's compensation, incurred pursuant to the provisions of this Paragraph 2.04; and all such expenses shall be secured by this Mortgage.

2.06 Enforcement.

(a) If a Default shall have occurred, Lender, at its option, may institute legal proceedings for the foreclosure of this Mortgage.

(b) Lender shall have the right from time to time to enforce any legal or equitable remedy against Borrower, including, without limitation, suing for any sums, whether interest, principal or any installment of either or both, taxes, penalties or any other sums required to be paid under the terms of this Mortgage, as the same become due, without regard to whether or not all of the Indebtedness shall then be due, and without prejudice to the right of Lender thereafter to enforce any other remedy, including, without limitation, an action of foreclosure, whether or not such other remedy be based upon a Default which existed at the time of commencement of an earlier or pending action, and whether or not such other remedy be based upon the same Default upon which an earlier or pending action is based.

2.07 Purchase by Lender. Upon any foreclosure sale, Lender may bid for and purchase the Premises and shall be entitled to apply all or any part of the Indebtedness as a credit to the purchase price.

2.08 Application of Proceeds of Sale. In the event of a foreclosure sale of all or any portion of the Premises, the proceeds of said sale shall be applied, in whatever order Lender in its sole discretion may decide, to the expenses of

are unencumbered except as to those matters expressly set forth in Exhibit B, attached hereto and incorporated herein by this reference (the "Permitted Exceptions"), and that Borrower does warrant and will forever defend the title thereto against the claims of all persons whomsoever, except as to the Permitted Exceptions.

This instrument is given to secure the payment of the following described indebtednesses (hereinafter referred to as the "Indebtedness"):

(a) The debt evidenced by that certain Real Estate Note, a true and correct copy of which is attached hereto as Exhibit C and incorporated herein by this reference (hereinafter referred to as the "Note") together with any and all renewals, extensions, substitutions, modifications and consolidations of the indebtedness evidenced by the Note;

(b) Any and all additional advances made by Lender to protect or preserve the Premises or the security interest created hereby on the Premises, or for taxes, assessments or insurance premiums as hereinafter provided, or for performance of any of Borrower's obligations hereunder, or for any other purpose provided herein (whether or not the original Borrower remains the owner of the Premises at the time of such advances, provided, however, nothing herein shall be deemed to obligate Lender to make any such advances; and

(c) Any and all other indebtedness now owing or which may hereafter be owing by Borrower to Lender, now existing or hereafter coming into existence, however and whenever incurred or evidenced, whether express or implied, direct or indirect, absolute or contingent, or due or to become due, and all renewals, extensions, substitutions, modifications and consolidations thereof.

This Mortgage secures, in addition to the afore-described Indebtedness, all obligations of Borrower under any other document, instrument or agreement now or hereafter evidencing, securing or otherwise relating to the Note secured hereby (the Note, this Mortgage, and all of such other documents, instruments and agreements are hereinafter sometimes referred to collectively as the "Loan Documents"), and all costs of collection, including reasonable attorneys' fees if collected by or through an attorney-at-law or under the advice thereof.

Provided, always, and it is the true intent and meaning of the parties to these presents, that when Borrower shall pay or cause to be paid to Lender, its successors or assigns, the Indebtedness according to the conditions and agreements of the Note and of this Mortgage, and shall keep, perform and observe all of the covenants, obligations and agreements contained in the Loan Documents (as hereinafter defined), all without delay, as required thereunder and hereunder, then this Mortgage shall cease, determine and be null and void; otherwise this Mortgage shall remain in full force and effect.

Borrower hereby further covenants and agrees with Lender as follows:

such sale and of all proceedings in connection therewith, including attorneys' fees, to insurance premiums, liens, assessments, taxes and charges, including utility charges, advanced by Lender, to payment of the outstanding principal balance of the Indebtedness, together with any prepayment premiums, fees or charges herein or in the Note provided, or to the accrued interest on all of the foregoing, and finally the remainder, if any, shall be paid to Borrower.

2.09 Borrower as Tenant Holding Over. In the event of any such foreclosure sale by Lender, Borrower shall be deemed a tenant holding over and shall forthwith deliver possession to the purchaser or purchasers at such sale or be summarily dispossessed according to provisions of law applicable to tenants holding over.

2.10 Leases. Lender, at its option, is authorized to foreclose this Mortgage subject to the rights of any tenants of the Premises, and the failure to make any such tenants parties to any such foreclosure proceedings and to foreclose their rights will not be, nor be asserted to be by Borrower, a defense to any proceedings instituted by Lender to collect the Indebtedness.

2.11 Discontinuance of Proceedings. In case Lender shall have proceeded to enforce any right, power or remedy under this Mortgage by foreclosure, entry or otherwise, and such proceeding shall have been withdrawn, discontinued or abandoned for any reason, or shall have been determined adversely to Lender, then in every such case (i) Borrower and Lender shall be restored to their former positions and rights, (ii) all rights, powers and remedies of Lender shall continue as if no such proceeding had been taken, (iii) each and every Default declared or occurring prior or subsequent to such withdrawal, discontinuance or abandonment shall and shall be deemed to be a continuing Default and (iv) neither this Mortgage, nor the Note, nor the Indebtedness, nor any other of the Loan Instruments shall be or shall be deemed to have been reinstated or otherwise affected by such withdrawal, discontinuance or abandonment; and Borrower hereby expressly waives the benefit of any statute or rule of law now provided, or which may hereafter be provided, which would produce a result contrary to or in conflict with the above.

2.12 No Reinstatement. If a Default under Paragraph 2.01(a)(1) shall have occurred and Lender shall have proceeded to enforce any right, power or remedy permitted hereunder, then a tender of payment by Borrower or by anyone on behalf of Borrower of the amount necessary to satisfy all sums due hereunder made at any time prior to foreclosure, or the acceptance by Lender of any such payment so tendered, shall not constitute a reinstatement of the Note or Mortgage.

2.13 Remedies Cumulative. No right, power or remedy conferred upon or reserved to Lender by this Mortgage is intended to be exclusive of any other right, power or remedy, but each and every such right, power and remedy shall be cumulative and concurrent and shall be in addition to any other right, power and remedy given hereunder or now or hereafter existing at law or in equity or by statute.

2.14 Suits to Protect the Premises. Lender shall have power (i) to institute and maintain such suits and

proceedings as it may deem expedient to prevent any impairment of the Premises by any acts which may be unlawful or any violation of this Mortgage, (ii) to preserve or protect its interest in the Premises and in the income, rents, issues, profits and revenues arising therefrom, and (iii) to restrain the enforcement of or compliance with any legislation or other governmental enactment, rule or order that may be unconstitutional or otherwise invalid, if the enforcement of or compliance with such enactment, rule or order would impair the security hereunder or be prejudicial to the interest of Lender.

2.15 Lender May File Proofs of Claim. In the case of any receivership, insolvency, bankruptcy, reorganization, arrangement, adjustment, composition or other proceedings affecting Borrower, its creditors or its property, Lender, to the extent permitted by law, shall be entitled to file such proofs of claim and other documents as may be necessary or advisable in order to have the claims of Lender allowed on such proceedings for the entire amount of the Indebtedness at the date of the institution of such proceedings and for any additional amount of the indebtedness after such date.

2.16 Marshalling. At any foreclosure sale, the Premises may, at Lender's option, be offered for sale for one total price, and the proceeds of such sale accounted for in one account without distinction between the items of security or without assigning to them any proportion of such proceeds, Borrower hereby waiving the application of any doctrine of marshalling; and, in case Lender, in the exercise of the power of sale herein given, elects to sell the Premises in parts or parcels, said sales may be held from time to time, and the power shall not be fully executed until all of the Premises not previously sold shall have been sold.

2.17 Security Deposits. If Borrower shall obtain from a tenant or subtenant of the Premises, or a part thereof, a deposit to secure such tenant's or subtenant's obligations, such funds, following any default under this Mortgage, shall be deposited with Lender in an account maintained by Lender in its name; but any such deposit shall be returned to Borrower when required, by the terms of any such lease, sublease or occupancy agreement, to be paid over to the tenant or subtenant; and Borrower represents that the provisions of any applicable laws relating to security deposits have been satisfied with respect to each existing tenant, subtenant or occupant of the Premises and agrees that they will be satisfied with respect to each new tenant, subtenant, or occupant of the Premises; and Borrower will furnish details of such satisfaction from time to time upon the request of Lender in such detail as Lender may require.

2.18 Waiver of Appraisement, Valuation, etc. Borrower agrees, to the full extent permitted by law, that in case of a Default on the part of Borrower hereunder, neither Borrower nor anyone claiming through or under Borrower will set up, claim or seek to take advantage of any moratorium, reinstatement, forbearance, appraisement, valuation, stay, extension, homestead, exemption or redemption laws now or hereafter in force, in order to prevent or hinder the enforcement or foreclosure of this Mortgage, or the absolute sale of the Premises or the delivery of possession thereof immediately after such sale to the purchaser at such sale, and Borrower, for itself and all who may at any time claim through or under

it, hereby waives to the full extent that it may lawfully so do, the benefit of all such laws, and any and all right to have the assets subject to the security interest of this Instrument marshalled upon any foreclosure.

2.19 Waiver of Homestead. Borrower hereby waives and renounces all homestead and exemption rights provided for by the Constitution and the laws of the United States of America and of any state, in and to the Premises as against the collection of the Indebtedness, or any part hereof.

ARTICLE III

3.01 Successors and Assigns. Subject to Paragraph 1.11(a) hereof, this Mortgage shall inure to the benefit of and be binding upon Borrower and Lender and their respective legal representatives, successors, and assigns. Whenever a reference is made in this Mortgage to Borrower or Lender, such reference shall be deemed to include a reference to the legal representatives, successors, and assigns of Borrower or Lender, whether so expressed or not.

3.02 Terminology. All personal pronouns used in this Mortgage whether used in the masculine, feminine, or neuter gender, shall include all other genders; the singular shall include the plural, and vice versa. Titles and Articles are for convenience only and neither limit nor amplify the provisions of this Mortgage itself and all references herein to Articles, Paragraphs, or Subparagraphs shall refer to the corresponding Articles, Paragraphs, or Subparagraphs of this Mortgage unless specific reference is made to such Articles, Paragraphs, or Subparagraphs of another document or instrument.

3.03 Severability. If any provision of this Mortgage or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Mortgage and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

3.04 Applicable Law. This Mortgage shall be interpreted, construed and enforced according to the laws of the state in which the Land is located.

3.05 Notices, Demands, and Requests. All notices, demands or requests provided for or permitted to be given pursuant to this Mortgage shall be in writing and shall be delivered in person or sent by registered or certified United States mail, postage prepaid, return receipt requested, to the addresses set out below or to such other addresses as are specified by no less than ten (10) days' prior written notice delivered in accordance herewith:

LENDER: c/o Capital Holding Corporation
680 Fourth Avenue
P.O. Box 32830
Louisville, KY 40232
Attention: Asset Management Department

BORROWER:

c/a The Chrisken Group

345 North Canal, Suite #700
Chicago, Illinois 60606

All such notices, demands and requests shall be deemed effectively given and delivered on the postmark date of mailing, or, if delivered personally, when received. Rejection or other refusal to accept or the inability to deliver because of a changed address of which no notice was given shall be deemed to be receipt of the notice, demand, or request sent.

3.06 Consents and Approvals. All approvals and consents hereunder shall be in writing and no approval or consent shall be deemed to have been given hereunder unless evidenced in a writing signed by the party from whom the approval or consent is sought. SEE RIDER ATTACHED HERETO AND HEREBY MADE A PART HEREOF.

3.07 Waiver.

(a) No delay or omission of Lender or of any holder of the Note to exercise any right, power or remedy accruing upon any default shall exhaust or impair any such right, power or remedy or shall be construed to be a waiver of any such default, or acquiescence therein; and every right, power and remedy given by this Mortgage to Lender may be exercised from time to time and as often as may be deemed expedient by Lender. No consent or waiver, express or implied, by Lender to or of any breach or default by Borrower in the performance of the obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance of the same or any other obligations of Borrower hereunder. Failure on the part of Lender to complain of any act or failure to act or to declare an event of Default, irrespective of how long such failure continues, shall not constitute a waiver by Lender of its rights hereunder or impair any rights, powers or remedies consequent on any breach or default by Borrower.

(b) If Lender (i) grants forbearance of an extension of time for the payment of any sums secured hereby; (ii) takes other or additional security for the payment of any sums secured hereby; (iii) waives or does not exercise any right granted herein or in the Note; (iv) releases any part of the Premises from the lien of this Mortgage or otherwise changes any of the terms, covenants, conditions or agreements of the Note or this Mortgage; (v) consents to the filing of any map, plat or replat affecting the Premises; (vi) consents to the granting of any easement or other right affecting the Premises; or (vii) makes or consents to any agreement subordinating the lien hereof, any such act or omission shall not release, discharge, modify, change or affect the original liability under the Note, this Mortgage or any other obligation of Borrower or any subsequent purchaser of the Premises or any part thereof, or any maker, co-signer, endorser, surety or guarantor; nor shall any such act or omission preclude Lender from exercising any right, power or privilege herein granted or intended to be granted in the event of any default then made or of any subsequent default. In the event of the sale or transfer by operation of law or otherwise of all or any part of the Premises, Lender, without notice, is hereby authorized and empowered to deal with any such vendee or transferee with reference to the Premises or the indebtedness secured hereby, or with reference

to any of the terms, covenants, conditions or agreements hereof, as fully and to the same extent as it might deal with the original parties hereto and without in any way releasing or discharging any liabilities, obligations or undertakings of Borrower. In no event, however, shall the provisions of this Paragraph 3.07(b) be construed in derogation of Paragraph 1.11 hereof.

3.08 Replacement of Note. Upon receipt of evidence reasonably satisfactory to Borrower of the loss, theft, destruction or mutilation of the Note, and in the case of any such loss, theft or destruction, upon delivery of an indemnity agreement reasonably satisfactory to Borrower or, in the case of any such mutilation, upon surrender and cancellation of the Note, Borrower will execute and deliver, in lieu thereof, a replacement Note, identical in form and substance to the Note and dated as of the date of the Note and upon such execution and delivery all references in this Mortgage to the Note shall be deemed to refer to such replacement Note.

3.09 Assignment. This Mortgage is assignable by Lender, and any assignment hereof by Lender shall operate to vest in the Assignee all rights and powers herein conferred upon and granted to Lender.

3.10 Time of the Essence. TIME IS OF THE ESSENCE with respect to each and every covenant, agreement, and obligation of Borrower under this Mortgage, the Note and any and all other Loan Instruments.

3.11 Attorneys' Fees. The meaning of the terms "legal fees" or "attorneys' fees" or any other reference to the fees of attorneys or counsel, wherever used in this Mortgage, shall be deemed to include, without limitation, all legal fees relating to litigation or appeals at any and all levels of courts and administrative tribunals.

3.12 Further Stipulations. The covenants, agreements, and provisions, if any, set forth in Exhibit E attached hereto are hereby made a part of this Mortgage. In the event of any conflict between such further stipulations and any of the printed provisions of this Mortgage, such further stipulations shall be deemed to control.

ARTICLE IV

4.01 Exculpatory Provision. Except as hereinafter provided, Lender agrees that (i) Borrower shall be liable upon the Indebtedness to the full extent (but only to the extent) of the security for the payment of the Note, the same being all properties, rights, and estates described in the Loan Documents, (ii) if default occurs in the timely and proper payment of all or any part of such Indebtedness, any judicial proceedings brought by Lender against Borrower shall be limited to the preservation, enforcement and foreclosure, or any thereof, of the liens, security titles, estates, assignments, rights and security interests now or at any time hereafter securing the payment of the Note, and no attachment, execution or other writ of process shall be sought, issued or levied upon any assets, properties or funds of Borrower other than the properties, rights, estates and interests described in the Loan Documents, and (iii) in the event of a foreclosure of such liens, security

titles, estates, assignments, rights and security interests securing the payment of the Note, no judgment for any deficiency upon such Indebtedness, shall be sought or obtained by Lender against Borrower; PROVIDED, HOWEVER, that, notwithstanding the foregoing provisions of this paragraph, Borrower shall be fully and personally liable at all times (a) for fraud or misrepresentations, and (b) for the misapplication of (i) proceeds paid prior under any insurance policies by reason of damage, loss or destruction to any portion of the properties encumbered by the Loan Documents, or any of them, to the full extent of such proceeds, (ii) proceeds or awards resulting from the condemnation or other taking in lieu of condemnation of any portion of the properties encumbered by the Loan Documents, or any of them, to the full extent of such proceeds or awards, or (iii) income, rents, issues, profits and revenues arising or issuing from or out of the Premises or any part thereof. Nothing contained in this paragraph shall (i) be deemed to be a release or impairment of the Indebtedness or the lien of the Loan Documents upon the properties described therein, or (ij) preclude Lender from foreclosing the Loan Documents in case of any default or from enforcing any of the other rights of Lender except as expressly stated in this paragraph.

IN WITNESS WHEREOF, Borrower has executed, ~~sealed~~ and delivered this Mortgage the day, month, and year first above written.

(SEAL)

THE FIRST BANK OF WHITING, an Indiana banking corporation, not personally but as Trustee under the provisions of a Trust Agreement dated December 18, 1979 and known as Trust No. 1511.

ATTEST:

Martin F. Squirebark
(signature)

MARTIN F. SQUIREBARK N. D. P.
(printed name and title)

by Gerald R. Melle
(signature)

GERALD R. MELLE V. P.
(printed name and title)

STATE OF INDIANA)
COUNTY OF LAKE) ss:

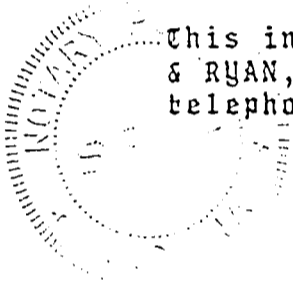
Before me, a Notary Public in and for said County and State, personally appeared GERALD R. MELLE and MARTIN F. SHREIBAK, the VICE PRESIDENT and ASST. U. D., respectively, of THE FIRST BANK OF WHITING, an Indiana banking corporation, not personally but as Trustee under the provisions of a Trust Agreement dated December 18, 1979 and known as Trust No. 1511, and acknowledged the execution of the foregoing instrument as such officers acting for and on behalf of said corporation, and who, having been duly sworn, stated that any representations therein contained are true and correct.

Witness my hand and Notarial seal this 30 day of July, 1984.

signature Terrence Bley
Printed TERRENCE BLEY
NOTARY PUBLIC

My commission expires:
9-8-84

Resident of LAKE County



This instrument was prepared by John A. Grayson, ICE MILLER DONADIO & RYAN, Box 82001, One American Square, Indianapolis, IN 46282; telephone: (317)236-2100.

RIDER

The foregoing OPEN-END MORTGAGE AND SECURITY AGREEMENT (Mortgage" from THE FIRST BANK OF WHITING, an Indiana banking corporation, not personally but as Trustee under the provisions of a Trust Agreement dated December 18, 1979 and known as Trust No. 1511 to NATIONAL HOME LIFE ASSURANCE COMPANY is subject to each of the following additional provisions.

1. The following is substituted for Section 1.02(c) of the Mortgage:

"Borrower shall not suffer any mechanic's, materialman's, laborer's, statutory or other lien to be created, filed of record or to remain outstanding upon all or any part of the Premises which may be prior in right to the interests of Lender hereunder. In the event the assertion of any lien interest against the Premises or any part thereof which is admitted as being junior and inferior to the rights of Lender hereunder, Borrower shall have the right to contest the validity of such lien claim or the extent thereof upon the posting of an undertaking sufficient to pay any such claim including costs, interest and attorneys' fees thereon if the claimant should succeed in the assertion of such claim in full. The amount and form of such undertaking shall be subject to the approval of Lender."

2. The following sentence is hereby added to Section 1.05:

"Lender agrees that it will not exercise its right to declare the entire indebtedness to be immediately due and payable in the case of any partial taking which Lender, in its sole judgment, deems will not materially impair the use and operation of the Premises and will not impair the security intended to be afforded by the Loan Documents."

3. The following sentence is hereby added to Section 1.07(a):

"Borrower hereby authorizes Lender to make and file any financing statements, continuation statements or other documents necessary or desirable to perfect or maintain the lien of this Mortgage upon the Collateral without the execution thereof by Borrower."

4. Section 2.01(a) (i) is hereby modified by the addition thereto of the following:

"Notwithstanding the terms of Subsection 2.01(a) (i), no "Default", "default", "Event of Default", or "event of default" shall be deemed to have occurred unless Lender shall have given Borrower notice of the failure to make any payment when due and such failure shall continue for a period of five (5) days after the giving of such notice; provided, however, after Lender has given Borrower any such notice of default on any two (2) occasions, Borrower shall no longer be entitled to any such notice of failure to make any payment when due and thereafter an Event of Default shall be deemed to have occurred in the event of the failure of Borrower to make any such payment within ten (10) days from the date when due and payable without any notice of such failure being required."

RIDER (Con't.)

5. Section 2.01 is hereby modified by the addition thereto at the conclusion thereof of the following:

"No 'Default', 'default', 'Event of Default', or 'event of default' shall be deemed to have occurred under Subsections 2.01(a)(viii), 2.01(a)(ix) or 2.01(a)(xii) based solely upon the insolvency, alleged insolvency or death of a guarantor, or any other act described in said subsections relating solely to a guarantor, unless the then owner of the Premises fails to provide, within thirty (30) days after the occurrence of the event, a substitute undertaking or security for the obligations of said guarantor that is satisfactory to and approved by Lender."

6. Section 3.06 is hereby modified by the addition thereto of the following:

"The parties intend that whenever Lender's consent or approval is expressly or impliedly required by any provision of the Loan Documents, the consent or approval may be granted or withheld arbitrarily in Lender's sole discretion unless otherwise specifically stated in such provision. Notwithstanding anything to the contrary contained in the Loan Documents, if any provision of the Loan Documents expressly or impliedly obligates Lender not to unreasonably withhold its consent or approval, an action for declaratory judgment or specific performance will be Borrower's sole right and remedy in any dispute as to whether Lender has breached such obligation."

In the event of any inconsistency between the original terms of the Mortgage and the provisions of the RIDER, the provisions of this RIDER shall be controlling.

LEGAL DESCRIPTION
for
OPEN-END MORTGAGE AND
SECURITY AGREEMENT

Lots 19 through 46, both inclusive, in Broadmoor, a Planned Unit Development in the Town of Merrillville, as per plat thereof recorded in Plat Book 51, page 39, in the office of the Recorder of Lake County, Indiana.

ARTICLE I

1.01 Payment of Indebtedness. Borrower will pay the Note according to the tenor thereof and will pay all other sums now or hereafter secured hereby at the time and in the manner provided under the Note, this Mortgage, any instrument evidencing a future advance and any other instrument evidencing and/or securing the Indebtedness and Borrower will otherwise perform, comply with and abide by each and every of the stipulations, agreements, conditions and covenants contained in the Note, this Mortgage and every other instrument evidencing and/or securing the Indebtedness.

1.02 Taxes, Liens and Other Charges.

(a) In the event of the passage of any state, federal, municipal or other governmental law, order, rule or regulation subsequent to the date hereof, in any manner changing or modifying the laws now in force governing the taxation of mortgages or security agreements or debts secured thereby or the manner of collecting taxes so as to affect Lender adversely, Borrower shall promptly pay any such tax on or before the due date thereof. If Borrower fails to make such prompt payment or if, in the opinion of Lender, any such state, federal, municipal or other governmental law, order, rule or regulation prohibits Borrower from making such payment or would penalize Lender if Borrower makes such payment or if, in the opinion of Lender, the making of such payment might result in the imposition of interest beyond the maximum amount permitted by applicable law, then the entire balance of the Indebtedness secured by this Mortgage and all accrued interest thereon shall, at the option of Lender, become immediately due and payable.

(b) Borrower shall pay, at least thirty (30) days before the due date thereof, all taxes, levies, license fees, permit fees, liens, judgments, assessments and all other expenses, fees and charges (in each case whether general or special, ordinary or extraordinary, or foreseen or unforeseen) of every character whatsoever now or hereafter levied, assessed, confirmed or imposed on, or with respect to, or which may be a lien upon, the Premises, or any part thereof, or any estate, right, or interest therein, or upon the rents, issues, income or profits thereof, or incurred in connection with the Note, the other Indebtedness or any of the Loan Documents, and all premiums on policies of insurance covering, affecting, or relating to the Premises, as required pursuant to Paragraph 1.03 hereof, and shall submit to Lender such evidence of the due and punctual payment of all such taxes, assessments, insurance premiums and other fees and charges as Lender may require.

~~(c) Borrower shall not suffer any mechanic's, materialman's, laborer's, statutory or other lien to be created, filed of record or to remain outstanding upon all or any part of the Premises. SEE RIDER ATTACHED HERETO AND HEREBY MADE A PART HEREOF.~~

1.03 Insurance.

(a) Borrower shall, at its expense, procure for, deliver to and maintain for the benefit of Lender until the Loan is fully repaid, original, fully paid (prepaid at least one [1] year in advance) insurance policies providing the following types of insurance relating to the Premises, issued by such insurance companies, in such amounts, in such form and content

PERMITTED EXCEPTIONS

1. Current, non-delinquent Real Estate Taxes.
2. Leases of individual dwelling units.
3. Easement dated March 12, 1980 and recorded March 28, 1980 as Document No. 579261 in the office of the Recorder of Lake County, Indiana.
4. Easements and building line set-backs as shown on the recorded plat of Broadmoor, a Planned Unit Development in the Town of Merrillville, as per plat thereof, recorded in Plat Book 51, page 39, in the office of the Recorder of Lake County, Indiana.
5. Easement dated June 26, 1979 and recorded June 28, 1979 as Document No. 536159 in the office of the Recorder of Lake County, Indiana.
6. Easement dated September 6, 1979 and recorded October 16, 1979 as Document No. 554973 in the office of the Recorder of Lake County, Indiana.
7. Declaration of Rights and Easements dated June 29, 1973 and recorded July 24, 1973 as Document No. 212635 in the office of the Recorder of Lake County, Indiana.
8. Drainage Rights of all parties interested in all lands drained by and through the detention pond touching and concerning Lots 20 and 21 of the subject real estate.
9. Declaration of Covenants regarding use of recreational facilities located on Lot 33 of the subject real estate dated July 30, 1984.
10. Surveys of the subject real estate certified July 20 and July 25, 1984 by Ray T. Tappen, Registered Indiana Land Surveyor, disclosing a violation of the 30 foot building line by an overhang by approximately 2.4 feet. (Affects Lot 45.)

REAL ESTATE NOTE

FOR VALUE RECEIVED, the undersigned promises to pay to the order of NATIONAL HOME LIFE ASSURANCE COMPANY, a Missouri corporation (hereinafter referred to as "Payee"; or any subsequent holder(s) hereof, being referred to as "Holder"), at Payee's address, c/a Capital Holding Corporation, 680 Fourth Avenue, Post Office Box 32830, Louisville, Kentucky 40232; Attention: Asset Management Department, or at such other place as Holder shall designate from time to time in writing, the principal sum of THREE MILLION TWO HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$3,250,000.00), or so much thereof as may have been advanced, together with interest on the unpaid principal balance of such indebtedness from time to time outstanding from the date hereof at the rate hereinafter set forth, in lawful money of the United States of America, such principal and interest being due and payable as follows:

A. INTEREST RATE

1. Initial Interest Rate: From and after the date hereof, and continuing thereafter through and including July 31, 1985, interest shall accrue on the unpaid principal balance of the indebtedness evidenced hereby outstanding from time to time at the rate of thirteen and one-quarter percent (13 1/4%) per annum (the "Initial Interest Rate").

2. Adjusted Interest Rate: Commencing on August 1, 1985, and continuing thereafter through and including October 31, 1985, interest shall accrue at a rate per annum (the "Adjusted Interest Rate") which is sixty (60) Basis Points (as hereinafter defined) below the Index (as hereinafter defined), which Adjusted Interest Rate shall thereafter be adjusted on the first (1st) day of each calendar quarter during the term of this Note.

B. PAYMENT TERMS

1. Payment of accrued but unpaid interest only in the amounts computed as hereinbelow provided shall be due and payable monthly, in arrears, commencing September 1, 1984, and continuing on the first (1st) day of each and every month thereafter during the term of this Note. The entire outstanding principal balance of the indebtedness evidenced hereby, plus all accrued but unpaid interest thereon, shall be due and payable on August 1, 1994.

2. Notwithstanding the rate at which interest shall accrue on the unpaid principal balance of the indebtedness evidenced hereby, interest shall be paid at the Initial Interest Rate until final maturity of this Note, except as follows:

(a) If the total amount of Deferred Interest (as hereinafter defined) and accrued interest thereon shall at any time exceed ten percent (10%) of the original principal balance of this Note, then commencing on the first (1st) day of the next calendar month following, the undersigned shall make monthly interest payments at the Adjusted Interest Rate (which monthly interest payments at the Adjusted Interest Rate shall adjust as the Adjusted Interest Rate adjusts quarterly, so that the total amount of Deferred Interest and accrued interest thereon shall not increase further), until such time, if such time should occur, as the Adjusted Interest Rate is less than the Initial Interest Rate, at which

time the undersigned shall make monthly payments of interest in the manner hereinabove provided at the Initial Interest Rate until all accrued interest, including Deferred Interest and interest thereon, has been paid; or

(b) If, at any time during the period within which interest under this Note accrues at the Adjusted Interest Rate, the Adjusted Interest Rate is less than the Initial Interest Rate, the undersigned shall continue to make monthly interest payments at the Initial Interest Rate until all accrued interest on this Note, including Deferred Interest and interest thereon, has been paid; thereafter, commencing on the first (1st) day of the next calendar month following, the undersigned shall make monthly payments of interest at the Adjusted Interest Rate until such time, if such time should occur, as the Adjusted Interest Rate exceeds the Initial Interest Rate, at which time monthly payments shall again be made at the Initial Interest Rate, except as provided in subparagraph (a) above.

3. DEFERRED INTEREST: If, at any time during the period within which interest accrues under this Note at the Adjusted Interest Rate, the Adjusted Interest Rate is greater than the Initial Interest Rate, the difference in the amount of interest accruing at the Adjusted Interest Rate each month and the amount of interest that would accrue at the Initial Interest Rate during such month shall constitute "Deferred Interest" and shall accrue and bear interest each day from and after the end of such month until paid, at the Adjusted Interest Rate.

INDEX: As used in this Note, the term "Index" shall mean, as of any relevant date, the rate on "New Issue: Utilities" corporate bonds having "Long-Term AAA" rates, as reported by Salomon Brothers, Inc. in its weekly "Bond Market Roundup" report issued in the last full calendar week of the calendar quarter ending immediately prior to such date, or, if such index is no longer published, a substantially comparable index, which is then in use and acceptable to Holder.

BASIS POINT: As used in this Note, the term "Basis Point" shall mean one-hundredth (1/100th) of one percent (1%).

CALCULATION OF INTEREST: All interest on any indebtedness evidenced by this Note shall be calculated on the basis of a three hundred sixty (360)-day year composed of twelve (12) thirty (30)-day months.

APPLICATION OF PAYMENTS: All payments and other charges under this Note shall be applied first in reduction of any late charges, next in reduction of any sums advanced by Holder to cure undersigned's defaults; next in reduction of accrued but unpaid interest on any Deferred Interest, then to Deferred Interest, then in reduction of accrued but unpaid interest on the outstanding principal hereof, and thereafter in reduction of said outstanding principal balance.

COLLATERAL: The indebtedness evidenced by this Note and the obligations created hereby are secured by, among other things, that certain security instrument (hereinafter referred to as the "Mortgage") between the undersigned, as "Borrower", and Payee, as "Lender", conveying the undersigned's right, title and interest in property lying and being in Lake County, Indiana, as the same is more particularly described in the Mortgage, to Payee as security for the performance by the undersigned of its obligations hereunder.

INTEREST UPON DEFAULT; ACCELERATION: In the event that any payment of principal and/or interest under this Note is not paid within ten (10) days from the date when due and/or the undersigned defaults under the Mortgage, or in or under any other document or instrument evidencing, securing, or otherwise relating to the indebtedness evidenced hereby (the Note, the Mortgage, and such other documents and instruments are hereinafter sometimes referred to as "Loan Documents"), which default is not cured within the applicable notice and/or grace period, if any, expressly provided therefor, Holder may, at its option, in addition to any other remedies to which it may be entitled, declare the total unpaid principal balance of the indebtedness evidenced hereby, together with all accrued but unpaid interest thereon (including, without limitation, Deferred Interest and any interest thereon) and all other sums owing, immediately due and payable, said sum (which shall include the "Default Prepayment Premium" set forth in the paragraph below so entitled, in the event the acceleration of this Note occurs at any time during the first (1st) "Loan Year", as hereinafter defined) shall bear interest from day to day at the per annum rate which is three hundred (300) Basis Points above the then effective interest rate from time to time.

LATE CHARGE: The undersigned shall pay to Holder a late charge equal to four percent (4%) of any amount, including any interest, not paid when due without regard to the grace period herein provided, not as a penalty, but as compensation to Holder for the cost of collecting such late payment. Holder shall have no obligation to accept any late payment not accompanied by said late charge.

PREPAYMENT: The undersigned shall not be entitled to prepay all or any portion of the indebtedness evidenced hereby during the first (1st) Loan Year. For purposes of this Note, a "Loan Year" shall refer to each twelve (12)-month period during the term of this Note commencing on the date hereof, and each anniversary thereof. Commencing with the first (1st) day of the second (2nd) Loan Year, and at any time thereafter, the undersigned may prepay the indebtedness evidenced by this Note in whole or in part, at any time and from time to time, provided (i) each such prepayment is accompanied by the applicable prepayment premium set out below, (ii) notice of prepayment is given to Holder at least sixty (60) days prior to any such prepayment, (iii) no partial prepayment shall entitle the undersigned to the release of any collateral securing this indebtedness, and (iv) any partial prepayment must be made in multiples of \$100,000. All partial prepayments shall be applied in the manner provided in the paragraph entitled "Application of Payments", above.

PREPAYMENT PREMIUM: Commencing with the first (1st) day of the second (2nd) Loan Year and continuing thereafter through and including the last day of the ^{tenth}~~(10th)~~ Loan Year, the undersigned shall pay to Holder with each ~~(10th)~~ prepayment, a prepayment premium of ~~one and one-half percent (1 1/2%)~~ of the outstanding principal amount of this Note so then prepaid. ~~which prepayment premium will be reduced by _____ percentage point(s) each Loan Year thereafter through the Loan Year in which the prepayment is made until no prepayment premium is due or the final maturity of the Loan, as the case may be, at which time the indebtedness evidenced hereby may be paid at par.~~

DEFAULT PREPAYMENT PREMIUM: If, at any time during the first (1st) Loan Year, the maturity of this Note is accelerated due to the undersigned's default under this Note or any of the other Loan Documents, in addition to all other amounts due, the undersigned shall pay to Holder a prepayment premium of ten percent (10%) of the outstanding principal amount of this Note on the date of acceleration.

ATTORNEYS' FEES: If this Note is placed in the hands of an attorney for collection or is collected through any legal

administrative proceeding including bankruptcy or any similar insolvency proceedings, the undersigned promises to pay in addition to costs and disbursements otherwise allowed, to the extent permitted by law, a reasonable attorneys' fee, including fees incurred for appellate procedures, in no event to exceed ten percent (10%) of the amount (including, without limitation, interest) owing on this Note.

WAIVER: THE UNDERSIGNED HEREBY WAIVES PRESENTMENT FOR PAYMENT, DEMAND, PROTEST, NOTICE OF DEMAND, NOTICE OF DISHONOR, NOTICE OF PROTEST AND NOTICE OF NONPAYMENT.

FOREBEARANCE: Holder shall not be deemed to have waived any of Holder's rights or remedies under this Note unless such waiver is express and in a writing signed by Holder, and no delay or omission by Holder in exercising, or failure by Holder on any one or more occasions to exercise, any of Holder's rights hereunder or under the Loan Documents, or at law or in equity, including, without limitation, Holder's right, after any default by the undersigned, to declare the entire indebtedness evidenced hereby immediately due and payable, shall be construed as a novation of this Note or shall operate as a waiver or prevent the subsequent exercise of any or all of such rights. Acceptance by Holder of any portion of all of any sum payable hereunder whether before, on or after the due date of such payment, shall not be a waiver of Holder's right either to require prompt payment when due of all other sums payable hereunder or to exercise any of Holder's rights, powers and remedies hereunder or under the Loan Documents. A waiver of any right in writing on one occasion shall not be construed as a waiver of Holder's right to insist thereafter upon strict compliance with the terms hereof without previous notice of such intention being given to the undersigned, and no exercise of any right by Holder shall constitute or be deemed to constitute an election of remedies by Holder precluding the subsequent exercise by Holder of any or all of the rights, powers and remedies available to it hereunder, under any of the other Loan Documents, or at law or in equity. The undersigned expressly waives the benefit of any statute or rule of law or equity now provided, or which may hereafter be provided, which would produce a result contrary to, or in conflict with, the foregoing. The undersigned consents to any and all renewals and extensions in the time of payment hereof without in any way affecting the liability of the undersigned or any person liable or to become liable with the respect to any indebtedness evidenced hereby. No extension of the time for the payment of this Note or any installment due hereunder, made by agreement with any person now or hereafter liable for the payment of this Note shall operate to release, discharge, modify, change or affect the original liability of the undersigned under this Note, either in whole or in part, unless Holder agrees otherwise in writing.

RENUNCIATION AND ASSIGNMENT OF EXEMPTIONS: The undersigned hereby waives and renounces for itself, its legal representatives, successors and assigns, all rights to the benefits of any statute of limitations and any moratorium, reinstatement, marshalling, forbearance, valuation, stay, extension, redemption, appraisement, exemption and homestead now provided, or which may hereafter be provided, by the Constitution or laws of the United States of America or of any state thereof, both as to itself and in and to all of its property, real and personal, against the enforcement and collection of the obligations evidenced by this Note. The undersigned hereby transfers, conveys and assigns to Holder a sufficient amount of such homestead or exemption as may be set apart in bankruptcy, to pay this Note in full, with all costs of collection and does hereby direct any trustee in bankruptcy having possession of such homestead or exemption to deliver to Holder a sufficient amount of property or money set apart as exempt to pay the indebtedness evidenced hereby, or any renewal thereof, and does hereby appoint Holder the attorney-in-fact for the undersigned to claim any and all homestead or other exemptions allowed by law.

APPLICABLE LAW: This Note shall be governed by, enforced under and interpreted in accordance with the laws of the State of Indiana.

LIMIT OF VALIDITY: If, from any circumstances whatsoever fulfillment of any provision of this Note, at the time performance of such provision shall be due, shall involve transcending the limit of validity presently prescribed by any applicable usury statute or any other applicable law, with regard to obligations of like character and amount, then Holder may, at its option (i) declare the entire indebtedness evidenced hereby, together with all accrued but unpaid interest thereon (including, without limitation, Deferred Interest and interest thereon) and all other sums owing, immediately due and payable, (ii) reduce the obligations to be fulfilled to the limit of such validity, or (iii) apply the amount that would exceed the maximum rate of interest prescribed by any applicable usury statute or any other applicable law to the reduction of the outstanding principal balance of this Note or on account of any of the principal indebtedness of the undersigned to Holder, and not to the payment of interest with the same force and effect as though the undersigned had specifically designated such sums to be so applied to principal and Holder had agreed to accept such extra payment(s) as a premium-free prepayment, so that in no event shall any exaction be possible under this Note that is in excess of the applicable limit of validity. It is the intention of the undersigned and Holder not to create any obligation in excess of the amount allowable by applicable law. The provisions of this Paragraph shall control every other provision of this Note.

NOTICES: Wherever any notice or request is required or permitted to be given hereunder, same shall be in writing and shall be delivered in person or sent by registered or certified United States mail, postage prepaid, return receipt requested, to the addresses set out below or to such other addresses as are specified in no less than thirty (30) days' prior written notice delivered in accordance herewith:

If to the undersigned:

c/o The Chrisken Group
345 North Canal, Suite #700
Chicago, Illinois 60606

If to Holder:

c/o Capital Holding Corporation
Asset Management Department
680 Fourth Avenue
P. O. Box 32830
Louisville, Kentucky 40232

All such notices and requests shall be deemed effectively given and delivered on the postmark date of mailing, or, if delivered personally, when received. Rejection or other refusal to accept or the inability to deliver because of a changed address of which no notice was given in accordance with the time period hereinabove provided, shall be deemed to be receipt of the notice sent.

EXCULPATION: Notwithstanding anything to the contrary in this Note or in any other of the Loan Documents, in any action or proceeding brought to enforce the obligation of the undersigned to pay the indebtedness evidenced by this Note, to enforce the obligation of the undersigned to pay any indebtedness or obligation created or arising under the Loan Documents, or any of them, or to exercise any right of foreclosure or power of sale contained in the Loan Documents, the judgment or decree shall be enforceable against the undersigned only to the extent of the interest of the undersigned in the property described in the Loan Documents, and any such judgment shall not be subject to the execution on, nor be a lien on, any assets of the undersigned other than its interest in such property, it being specifically understood and agreed that the undersigned shall have no personal liability for the payment of this Note, and the

Holder shall look only to the property described in the Loan Documents for the payment of the indebtedness evidenced hereby; PROVIDED, HOWEVER, that, notwithstanding the foregoing provisions of this paragraph, the undersigned shall be fully and personally liable at all times for (a) fraud or misrepresentations and (b) the misapplication of (i) proceeds paid under any insurance policies by reason of damage, loss or destruction to all or any portion of such property encumbered by the Loan Documents, to the full extent of such proceeds, (ii) proceeds or awards resulting from the condemnation or other taking in lieu of condemnation of all or any portion of such property encumbered by the Loan Documents to the full extent of such proceeds or awards or (iii) income, rents, issues, profits and revenues arising or issuing from or out of all or any part of such property encumbered by the Loan Documents. Nothing contained in this paragraph shall (i) be deemed to be a release or impairment of the indebtedness evidenced by this Note or the lien of the Loan Documents upon the Property, or (ii) preclude Holder in the case of any default from foreclosing the Loan Documents or exercising any power of sale contained in the Loan Documents, or except as expressly limited in this paragraph, from enforcing any of the other rights of Holder.

TIME IS OF ESSENCE: TIME IS OF THE ESSENCE in complying with all of the terms, provisions and conditions of this Note.

AMENDMENT: This Note may not be waived, changed, modified or discharged orally, but only by an agreement in writing signed by the party against whom the enforcement of waiver, change, modification or discharge is sought.

UNDERSIGNED: The term "undersigned" as used herein shall include the maker(s) of this Note and all person(s) or entity(ies) now or hereafter liable with respect to this Note, whether as maker, principal, ~~surety, guarantor~~, endorser or otherwise, each of whom shall be jointly and severally liable for all of the obligations of the maker(s) hereunder.

SIGNED, SEALED AND DELIVERED by the undersigned, the day, month and year first above written.

(SEAL)

THE FIRST BANK OF WHITING, an Indiana banking corporation, not personally but as Trustee under the provisions of a Trust Agreement dated December 18, 1979 and known as Trust No. 1511.

ATTEST:

by _____
(signature)

(signature)

(printed name and title)

(printed name and title)

DEBTOR AND SECURED PARTY
MAILING ADDRESSES

"Debtor"

The First Bank of Whiting,
an Indiana banking corporation,
as Trustee under a certain Trust
Agreement dated December 18, 1979
and known as Trust No. 1511
1500 119th Street, Box 550
Whiting, Indiana 46394

"Secured Party"

National Home Life Assurance
Company
c/o Capital Holding Corporation
Asset Management Department
680 Fourth Avenue
P. O. Box 32830
Louisville, Kentucky 40232

The above-named "Debtor" has been in existence since December 18, 1979 and has been operating under such name and identity without change since said date.

ADDITIONAL COVENANTS, AGREEMENTS OR PROVISIONS
OF OPEN-END MORTGAGE AND SECURITY AGREEMENT

There are no additional covenants, agreements or provisions of this Open-End Mortgage and Security Agreement.

and with such expiration dates as are approved by Lender, in Lender's sole discretion, such policies to provide that the insurer shall give Lender at least thirty (30) days' prior written notice of cancellation or termination, in the manner provided for the giving of notices under Paragraph 3.05 hereof and to provide that no act or thing done by the insured shall invalidate or diminish the insurance provided to Lender and, except for liability policies, to contain noncontributing mortgagee or "loss payable" clauses satisfactory to Lender. Original counterparts of all such insurance policies required in this Paragraph 1.03 have been delivered to Lender on the date hereof:

(i) Broad form property insurance against all risks of physical loss, including, without limitation, fire, extended coverage, vandalism, malicious mischief, earthquake, flood, and collapse, with waiver of subrogation, to the extent of the full replacement cost of the improvements to the Premises, without deduction for depreciation, either without co-insurance requirements or with agreed amount endorsement attached;

(ii) Public liability insurance, with all-risk endorsement, covering all liabilities incident to the ownership, possession, occupancy and operation of the Premises and naming Lender as an additional insured thereunder, having limits of not less than \$1,000,000 each accident, \$1,000,000 each person, and \$500,000 property damage.

(iii) Rent or business interruption insurance against loss of income arising out of any hazard against which the Premises are required to be insured under Subparagraph 1.03(a)(i) above, in an amount not less than twelve (12) months' gross rental income from the Premises;

(iv) Flood hazard insurance, if the Premises are in an area which is, at any time during the term of this Mortgage, identified by the Secretary of Housing & Urban Development as having special flood or mud slide hazards and in which flood insurance has been made available under the National Flood Insurance Act of 1968, as amended;

(v) When obtainable from the United States of America or any agency or instrumentality thereof, war risk insurance in the maximum amount available up to an amount equal to the full replacement cost of the Premises; and

(vi) Such other insurance on the Premises, or any replacements or substitutions therefor, in such amounts as may from time to time be required by Lender, against other insurable casualties which at the time are commonly insured against in the case of properties of similar character and location.

(b) Borrower covenants and agrees that Lender is hereby authorized and empowered, at its option, to adjust, compromise or settle any loss under any insurance policies maintained pursuant hereto, and to collect and receive the proceeds

from any policy or policies. Each insurance company is hereby authorized and directed to make payment for all such losses directly to Lender, instead of to Borrower and Lender jointly. In the event any insurance company fails to disburse directly and solely to Lender but disburses instead either solely to Borrower or to Borrower and Lender jointly, Borrower agrees immediately to endorse and transfer such proceeds to Lender. Upon the failure of Borrower to endorse and transfer such proceeds as aforesaid, Lender may execute such endorsements or transfers for and in the name of Borrower, and Borrower hereby irrevocably appoints Lender as its agent and attorney-in-fact so to do. After deducting from said insurance proceeds all of its expenses incurred in the collection and administration of such sums, including attorneys' fees, Lender may apply the net proceeds or any part thereof, at its sole option, (i) to the payment of the Indebtedness hereby secured, whether or not due and in whatever order Lender elects, (ii) to the repair and/or restoration of the Premises, upon such conditions as Lender may determine, and/or (iii) for any other purposes or objects for which Lender is entitled to advance funds under this Mortgage, all without affecting the lien of this Mortgage or any obligations secured hereby. Any balance of such proceeds then remaining shall be paid to Borrower or the person or entity lawfully entitled thereto. Lender shall not be obligated to see to the proper application of any amount paid over to Borrower and shall not be held responsible for any failure to collect any insurance proceeds due under the terms of any policy, regardless of the cause of such failure.

(c) At least twenty (20) days prior to the expiration date of each policy maintained pursuant to this Paragraph 1.03, a renewal or replacement thereof satisfactory to Lender shall be delivered to Lender. Borrower shall deliver to Lender receipts evidencing the full payment of premiums for all such insurance policies and renewals or replacements. The delivery of any insurance policies hereunder shall constitute an assignment of all unearned premiums as further security hereunder. In the event of the foreclosure of this Mortgage or any other transfer of title to the Premises in extinguishment or partial extinguishment of the Indebtedness, all right, title and interest of Borrower in and to all insurance policies maintained pursuant to this Paragraph 1.03 then in force shall belong to the purchaser and Lender is hereby irrevocably appointed by Borrower as attorney-in-fact for Borrower to assign any such policy to said purchaser, without accounting to Borrower for any unearned premiums therefor.

1.04 Monthly Deposits. Borrower shall deposit with Lender, or at Lender's option, with an escrow agent designated by Lender, monthly, until the Loan is fully repaid, such sum or sums determined by Lender in its sole discretion to be sufficient to pay, at least thirty (30) days before due, all taxes, assessments, insurance premiums and similar charges with respect to the Premises (the "Impositions"). Said deposits shall be held by Lender free of any liens or claims on the part of creditors of Borrower and as part of the security of Lender, to be used by Lender to pay the Impositions as the same accrue and are payable. Said deposits may be commingled with the general funds of Lender and no interest shall be payable thereon. If said funds are insufficient to pay the Impositions in full, as the same become payable, Borrower will deposit with Lender such additional sum or sums as may be required. Nothing contained herein shall cause Lender to be obligated to pay any amounts in

excess of the amount of funds deposited with Lender pursuant to this paragraph. Should Borrower fail to deposit with Lender sums sufficient to pay in full such taxes, assessments, insurance premiums and similar charges at least thirty (30) days before the date when due, Lender, at Lender's election, but without any obligation so to do, may advance any amounts required to make up the deficiency, and any amounts so advanced shall be deemed to be part of the Indebtedness secured by the Loan Documents. Upon any default or event of default under this Mortgage or the Note or any instrument evidencing, securing, or in any way relating to the Indebtedness, Lender may, at its option, apply any money in the fund resulting from said deposits to the payment of the Indebtedness in such manner as it may elect. In the event of a foreclosure of this Mortgage, the purchaser of the Premises shall succeed to all the rights of Borrower in and to such deposits. The collection of such deposits by lender shall not relieve Borrower of any of the obligations of Borrower under Paragraph 1.02 or 1.03 or any other provision of this Mortgage, and under no circumstances shall Lender be liable for failure to make any payment on behalf of Borrower, including, without limitation, payments of taxes, assessments or insurance premiums.

1.05 Condemnation. If all or any portion of the Premises shall be damaged or taken through condemnation (which term when used in this Mortgage shall include any damage or taking by any governmental or quasi-governmental authority and any transfer by private sale in lieu thereof), either temporarily or permanently, then the entire Indebtedness shall, at the option of Lender, become immediately due and payable, without notice to Borrower or any other person or entity.* Promptly upon learning of the institution or the proposed, contemplated or threatened institution of any condemnation proceeding, Borrower will notify Lender of the pendency of such proceedings, and no settlement respecting awards in such proceedings shall be effected without the consent of Lender. Lender shall be entitled to receive all compensation, awards, proceeds and other payments or relief relating to or payable as a result of such condemnation. Lender is hereby authorized, at its option, to commence, appear in and prosecute, in its own or in the name of Borrower, any action or proceeding relating to any condemnation, and to settle or compromise any claim in connection therewith. All such compensation, awards, damages, claims, rights of action and proceeds and the right thereto are hereby assigned by Borrower to Lender. If Lender does not elect to declare the entire Indebtedness immediately due and payable, as provided above, then Lender, after deducting from said condemnation proceeds all of its expenses incurred in the collection and administration of such sums, including, without limitation, attorneys' fees, may apply the net proceeds or any part thereof, at its option, (i) to the payment of the Indebtedness, whether or not due and in whatever order Lender elects, (ii) to the repair and/or restoration of the Premises upon such conditions as Lender may determine, and/or (iii) for any other purposes or objects for which Lender is entitled to advance funds under this Mortgage, all without affecting the lien of this Mortgage; and any balance of such moneys then remaining shall be paid to Borrower or any other person or entity lawfully entitled thereto; Lender shall not be obligated to see to the proper application of any amount paid over to Borrower. Borrower agrees to execute such further assignment of any compensation, awards, damages, claims, rights of action and proceeds as Lender may require. If, prior to the receipt by Lender of

such award or proceeds, the Premises shall have been sold on foreclosure of this Mortgage, or as a result of other legal action relating to this Mortgage or the Note, Lender shall have the right to receive such award or proceeds to the extent of any unpaid Indebtedness following such sale, with legal interest thereon, whether or not a deficiency judgment on this Mortgage or the Note shall have been sought or recovered, and to the extent of attorneys' fees, costs and disbursements incurred by Lender in connection with the collection of such award or proceeds.

1.06 Care of Premises.

(a) Borrower shall keep all improvements of any kind now or hereafter erected on the Land or any part thereof in good condition and repair, shall not commit or suffer any waste, and shall not do or suffer to be done anything which would or could increase the risk of fire or other hazard to the Premises or any part thereof or which would or could result in the cancellation of any insurance policy carried with respect to the Premises.

(b) Borrower shall not remove, demolish or materially alter, enlarge or change any structure or other improvement located on the Land without Lender's consent, nor shall any new improvements be constructed on the Premises without Lender's consent. Borrower shall not remove or permit to be removed from the Land any fixture, chattel or part of the Premises without the consent of Lender, except where appropriate replacements are immediately made which are free of any lien, security interest or claim superior to that of this Mortgage and which have a value and utility at least equal to the value and utility of the fixture or chattel removed, which shall, without further action, become subject to the lien of this Mortgage.

(c) Lender or its representative is hereby authorized to enter upon and inspect the Premises at all reasonable times.

(d) Borrower shall promptly comply with all present and future laws, ordinances, rules and regulations of any governmental authority affecting the Premises or any part thereof.

(e) If all or any part of the Premises shall be damaged by fire or other casualty, Borrower shall give immediate written notice thereof to Lender and shall promptly restore the Premises to the equivalent of its original condition; and if a part of the Premises shall be damaged through condemnation, Borrower shall promptly restore, repair or alter the remaining portions of the Premises in a manner satisfactory to Lender. Notwithstanding the foregoing, Borrower shall not be obligated so to restore unless, in each instance, Lender agrees to make available to Borrower pursuant to a procedure satisfactory to Lender any insurance or condemnation proceeds actually received by Lender hereunder in connection with such casualty loss or condemnation, net of Lender's expenses in collecting and handling such proceeds, to the extent such proceeds are required to defray the expense of such restoration; provided, however, that the insufficiency of any such insurance or condemnation proceeds to defray the entire expense of restoration shall in no way relieve Borrower of its obligation to restore. In the event all or any portion of the Premises shall be damaged or destroyed by fire or other casualty or by condemnation,

Borrower shall promptly deposit with Lender a sum equal to the amount by which the estimated cost of the restoration of the Premises, as determined by Lender, exceeds the actual net insurance or condemnation proceeds received by Lender in connection with such damage or destruction.

(g) If any work required to be performed under this Paragraph 1.06 involves an estimated expenditure of more than five percent (5%) of the face amount of the Note secured hereby, no such work will be undertaken until plans and specifications therefor, prepared by an architect or engineer satisfactory to Lender, have been submitted to and approved by Lender.

(h) Borrower shall not initiate, join in or consent to any change in any private restrictive covenant, zoning ordinance, easement or other public or private restrictions limiting or defining the uses which may be made of the Premises, or any part thereof, without Lender's consent.

1.07 Security Agreement.

(a) With respect to the machinery, apparatus, equipment, fittings, fixtures, building supplies and materials, articles of personal property, chattels, chattel paper, documents, inventory, accounts, farm products, consumer goods and general intangibles referred to or described in this Mortgage or in any way connected with the use and enjoyment of the Premises, whether now owned or hereafter from time to time acquired, together with all substitutions, replacements, additions, attachments, accessories and all of the rents, issues, income, revenues and profits derived from the Premises (hereinafter referred to collectively as the "Collateral"), this Mortgage is hereby made and declared to be a security agreement encumbering each and every item of such property comprising a part of the Collateral, in compliance with the provisions of the Uniform Commercial Code as enacted in the state where the Land is located. Upon request by Lender, at any time and from time to time, a financing statement or statements reciting this Mortgage to be a security agreement affecting all of such property shall be executed by Borrower and Lender and appropriately filed.* The remedies for any violation of the covenants, terms and conditions of the security agreement contained in this Mortgage shall be (i) as prescribed herein, or (ii) as prescribed by general law, or (iii) as prescribed by the specific statutory consequences now or hereafter enacted and specified in said Uniform Commercial Code, all at Lender's sole election. Borrower and Lender agree that the filing of any such financing statement or statements in the records normally having to do with personal property shall not in any way affect the agreement of Borrower and Lender that everything used in connection with the production of income from the Premises or adapted for use therein or which is described or reflected in this Mortgage is, and at all times and for all purposes and in all proceedings, both legal or equitable, shall be, regarded as part of the real estate conveyed hereby regardless of whether any such item is physically attached to the improvements, serial numbers are used for the better identification of certain items capable of being thus identified in an exhibit to this Mortgage, or any such item is referred to or reflected in any such financing statement or statements so filed at any time. Similarly, the mention in any such financing statement or statements of the rights in and to (A) the proceeds of any insurance policy, or

(B) any award in eminent domain proceedings for a taking or for loss of value, or (C) Borrower's interest as landlord in any present or future lease or sublease or rights to income growing out of the use and/or occupancy of the Premises, whether pursuant to a tenant lease of space in the Premises or otherwise, shall not in any way alter any of the rights of Lender as determined by this Mortgage or affect the priority of Lender's security interest granted hereby or by any other recorded document, it being understood and agreed that such mention in such financing statement or statements is solely for the protection of Lender in the event any court shall at any time hold with respect to the foregoing clauses (A), (B), or (C) of this sentence, that notice of Lender's priority of interest, to be effective against a particular class of persons, must be filed in the Uniform Commercial Code records. Said security interest shall attach thereto as soon as Borrower obtains any interest in any of the Collateral and before the Collateral becomes fixtures or before the Collateral is installed or affixed to other collateral for the benefit of Lender, to secure the indebtedness evidenced by the Note and secured by this Mortgage, and all other sums and charges which may become due hereunder or thereunder. The security interest held by Lender shall cover cash and non-cash proceeds of the Collateral, but nothing contained herein shall be construed as authorizing, either expressly or by implication, the sale or other disposition of the Collateral by Borrower, which sale or other disposition is hereby expressly prohibited without the Lender's prior written consent, or as otherwise provided herein. No personal property or business equipment owned by any tenants holding under Borrower is included within this Mortgage.

In the event of default under the Mortgage, Lender, pursuant to said Uniform Commercial Code, shall have the option of proceeding as to both real and personal property in accordance with its rights and remedies in respect of the real property, in which event the default provisions of the Uniform Commercial Code shall not apply. The parties agree that, in the event Lender elects to proceed with respect to the Collateral separately from the real property, the requirement of the Uniform Commercial Code as to reasonable notice of any proposed sale or disposition of the Collateral shall be met if such notice is mailed to the Borrower, as hereinafter provided, at least five (5) days prior to the time of such sale or disposition. Borrower agrees that, without the written consent of Lender, Borrower will not remove or permit to be removed from the real property hereby conveyed, any of the Collateral unless the same is replaced immediately with unencumbered collateral of a quality and value equal or superior to that which it replaces. All such replacements, renewals and additions shall become and be immediately subject to the security interest of this Mortgage and be covered thereby. Borrower warrants and represents that all Collateral now is, and that all replacements thereof, substitutions therefor or additions thereto will be, free and clear of liens, encumbrances or security interests of others, except as to the Permitted Exceptions.

(b) Borrower warrants that (i) Borrower's (that is, "Debtor's") name, identity, and principal place of business are as referred to in Subparagraph 1.07(c) hereof; (ii) Borrower (that is, "Debtor") has been using or operating under said name and identity without change for the time period set forth in Subparagraph 1.07(c) hereof; and (iii) the location of all tangible Collateral is upon the Land. Borrower covenants and