

CM 121346-84

Bank of Lansing  
3115 Ridge Road  
Lansing, Ill. 60438

787343

MORTGAGE

TICOR TITLE INSURANCE  
Crown Point, Indiana

THIS INDENTURE WITNESSETH, That MERCANTILE NATIONAL BANK OF INDIANA, A United States Corporation, not personally, but as Trustee under a Trust Agreement dated October 11, 1972 and identified as Trust No. 2984, hereinafter referred to as "Mortgagor," MORTGAGES AND WARRANTS to BANK OF LANSING, in Lansing, Cook County, Illinois, a corporation organized and existing under the laws of the State of Illinois, hereinafter referred to as "Mortgagee," the following described property in Lake County, Indiana, to wit:

That part of the fractional Northwest 1/4 and that Part of the Northeast 1/4 of Section 25, Township 36 North, Range 10 West of 2nd Principal Meridian, bordered on the North by the Northern Indiana Public Service Company's right of way as conveyed in Deed Record 343, page 497, bordered on the West by the Indiana-Illinois State line, bordered on the South by the Grand Trunk Railroad, bordered on the East by the Louisville and Nashville Railroad, formerly the Chicago, Indianapolis and Louisville Railroad, and bordered on the North-east by the Penn-Central Railroad, except that part thereof conveyed in deed recorded January 10, 1980 as Document No. 568251, all in Town of Munster, Lake County, Indiana.

STATE OF INDIANA/S.S. NO.  
LAKE COUNTY  
FILED FOR RECORD  
JAN 8 9 41 AM '85  
RUDOLPH CLAY  
RECORDER

TOGETHER with the buildings and improvements now or hereafter erected thereon, including all heating, air conditioning, plumbing, gas and electric fixtures or appliances, built in restaurant and bar equipment, and replacements of any of such fixtures; appliances and equipment, all of which has been or will be acquired with the specific intent that it be adapted for, annexed to and made a permanent part of the building or buildings in which it is or will be located and shall at all times be deemed a part of the real estate above described and is, and will be when installed or located in said building or buildings, free and clear of all liens, security interests or incumbrances of any nature except the lien of this mortgage.

This mortgage is given to secure the performance of the provisions hereof and the payment of a certain obligation evidenced by a promissory note of even date herewith for the principal sum of Seven Hundred Fifty Thousand and NO/100-----(\$750,000.00)-----DOLLARS together with interest thereon at the rate of fourteen (14) percent per annum, interest payable in the amount of Twenty Six Thousand Two Hundred Fifty and NO/100-----(\$26,250.00)---DOLLARS due quarterly, commencing on March 27<sup>th</sup>, 1985 then on June 27<sup>th</sup>, and September 27<sup>th</sup>, with a final payment of interest and principal Seven Hundred Seventy Six Thousand Two Hundred Fifty and NO/100-----(\$776,250.00)-----DOLLARS, on the 27<sup>th</sup> day of December, 1985, all without relief from valuation and appraisal laws and with attorney's fees. All such payments on account of the indebtedness evidenced by this note shall be first applied to interest on the unpaid principal balance and the remainder to principal.

This mortgage also secures the payment of any additional loans made by the Mortgagee at its option to the Mortgagor from and after this date, and all instruments evidencing the same.

The Mortgagor does hereby further covenant and agree as follows:

1. To keep the improvements now existing or hereafter erected on said mortgaged premises constantly insured against loss or damage by fire, windstorm, and such other causes as the Mortgagee may require, in companies acceptable to the Mortgagee, in a sum equal at all times to the total indebtedness secured hereby, and to deliver to the Mortgagee the policies of

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insurance and all renewals thereof, in such form as the Mortgagee may require, with a mortgage clause satisfactory to it, and to cause to be paid all taxes, special assessments, costs of repairs, and any and all expenses incident to the ownership of the mortgaged property when due. The Mortgagee may in case of failure of the Mortgagor so to do, pay any tax or assessment, procure insurance, discharge any claim, lien or incumbrance, make any repairs necessary to preserve the security intended to be given by this mortgage, and may obtain such policies of title insurance covering said real estate as in the judgment of the Mortgagee may be required. All sums so paid shall become a part of the indebtedness secured hereby, and shall bear interest at the rate of fifteen per cent (15%) per annum until paid.

2. To exercise due diligence in the operation, management and occupation of said real estate and the improvements thereon and not to commit waste or allow the same to be committed on said premises, and to keep said real estate and the improvements thereon in good condition and repair, normal and ordinary depreciation alone excepted, and not to commit or permit to be committed on said premises any illegal or immoral acts.

3. Upon default in the payment of said note, or any installment thereof, or in the performance of any of the covenants and agreements herein contained, or upon the obtaining of a final judgment in any legal proceeding to enforce a mortgage or other lien upon the mortgaged property, or if a petition in bankruptcy shall be filed by the Mortgagor or if the Mortgagor shall in any way be adjudged insolvent or bankrupt or shall make an assignment for the benefit of creditors, or if there exist any lien or incumbrance on the mortgaged real estate superior to the lien of this mortgage, or if said mortgaged property shall be levied upon by virtue of any execution, attachment or other writ, or shall come into the possession of or be ordered sold by the officer of any court, or if the Mortgagor shall abandon the mortgaged property, then the entire indebtedness secured hereby shall, at the option of the Mortgagee, become and be immediately due and payable, without notice of demand, and thereupon the Mortgagee shall be entitled to the immediate possession of said mortgaged property and the rents, issues, income and profits therefrom, with or without foreclosure or other proceedings, and shall also be entitled to foreclose this mortgage and to enforce any of its rights hereunder, by proper legal or equitable proceedings. It is understood and agreed that the Mortgagor shall pay all costs and attorney's fees incurred or paid by the Mortgagee in any suit in which it may be plaintiff or defendant by reason of being a party to this mortgage. In any suit or proceeding to foreclose this mortgage, or to enforce or protect the Mortgagee's rights hereunder, the Mortgagee in addition to any other remedy, and regardless of the value of the mortgaged property or the solvency or insolvency of the Mortgagor, shall be entitled to the appointment of a receiver, without notice, to take possession of and protect said property and collect the rents and income, and apply the same as provided by law. In case of a foreclosure of this mortgage, all pre-paid insurance and title policies shall be the absolute property of the Mortgagee.

4. The Mortgagee at its option may extend the time for the payment of said indebtedness, or reduce the payment thereon, or accept a renewal note or notes therefor, without the consent of any junior lien holder, and without the consent of the Mortgagor if the Mortgagor has parted with the title of said property, and any such extension, reduction or renewal shall not release the Mortgagor or any endorser or guarantor from liability for such indebtedness, or affect the priority of this mortgage over any junior lien, or impair the security hereof in any manner whatsoever.

5. The Mortgagor shall pay with and in addition to the regular monthly payment required hereunder, a sum equivalent to one twelfth (1/12) of the estimated annual amount of the taxes, insurance premiums, assessments of all kinds and character that may be assessed against the real estate herein

described, said estimated amount of such taxes, insurance premiums, assessments to be determined by the Mortgagee. Mortgagee shall exercise ordinary care in paying taxes, assessments and insurance premiums and having exercised such care, shall not be liable for any of such payments erroneously made. In no event shall Mortgagee be required to determine the validity or correctness of any tax or assessment levied against the mortgaged premises.

6. Not to suffer or permit without the written consent of the Mortgagee (a) Any use of said property for a purpose other than the present operation of a restaurant, golf course, etc. and uses incidental thereto of (b) Any alterations, additions to, demolition or removal of any of the improvements, apparatus, fixtures or equipment now or hereafter upon said property.

7. All rights and obligations hereunder shall extend to and be binding upon the successors and assigns of the parties hereto.

8. That Mortgagor hereby assigns to Mortgagee as additional collateral and security for the indebtedness hereinbefore described, all of the rents, issues and profits accruing under any leases now on said property, or which may hereafter be placed thereon, and all lessees or sub-lessees are hereby directed upon demand of Mortgagee, to pay said rents, issues and profits direct to Mortgagee, this assignment to become null and void upon release of this mortgage, PROVIDED, HOWEVER, this assignment shall become effective only upon default by Mortgagor in making payment of any installment of the note hereby secured or in the performance of any of the terms and conditions of this mortgage.

9. The Mortgagor agrees that in the event of a default in payment of the note hereby secured, or any installment thereof, or in the performance of its covenants and agreements herein contained, it will assign and transfer to Mortgagee, or to its nominee, all Alcoholic Beverage Permits or Licenses applicable or pertaining to the premises above described, insofar as it is able to do so.


10. The Mortgagor agrees that so long as any part of the indebtedness hereby secured remains unpaid, it will not sell, convey or transfer the mortgaged property or permit the indebtedness hereby secured to be assumed without the written consent of Mortgagee and all financial institutions participating with Mortgagee in making the loan hereby secured, first had and obtained.

11. This mortgage is executed by MERCANTILE NATIONAL BANK OF INDIANA, personally, but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee and nothing contained herein or in the note hereby secured shall be construed as creating any liability on the part of MERCANTILE NATIONAL BANK OF INDIANA to personally make payment of the indebtedness hereby secured.

IN WITNESS WHEREOF, the Mortgagor has caused this instrument to be executed by its duly authorized officers and its corporate seal to be affixed hereto this 27<sup>th</sup> day of December, 1984.

MERCANTILE NATIONAL BANK OF INDIANA,  
A UNITED STATES CORP., not personally, but  
as Trustee under a Trust Agreement dated  
October 11, 1972 and identified as Trust  
No. 2984

ATTEST:

  
Robert J. Anadell  
Robert J. Anadell  
Assistant Vice President

BY: H. F. Smiddy

H. F. SMIDDY  
Senior Vice President  
and Trust Officer

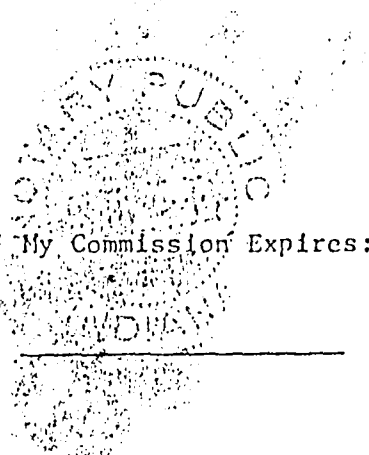
(3)

This instrument is executed by MERCANTILE NATIONAL BANK OF INDIANA, not personally but solely as Trustee, as aforesaid. All the covenants and conditions to be performed hereunder by the MERCANTILE NATIONAL BANK OF INDIANA are undertaken by it solely as aforesaid and not individually, and no personal liability shall be asserted or be enforceable against the MERCANTILE NATIONAL BANK OF INDIANA by reason of any of the covenants, statements, representations or warranties contained in this instrument.

STATE OF ILLINOIS )  
 )  
 ) SS:  
COUNTY OF COOK )

Before me, the undersigned, a Notary Public, in and for said County and State, personally appeared H. F. SMIDDY its and Senior Vice President and Trust Officer Robert J. Anadell its Asst. Vice Pres., respectively of MERCANTILE NATIONAL BANK OF INDIANA who as such officers, and for and in behalf of the Mortgagor acknowledged the execution of the foregoing instrument.

Witness my hand and notarial seal this 27<sup>th</sup> day of December, 1984.



Arlene Banta  
Notary Public  
ARLENE BANTA  
My Commission Expires: April 16, 1988  
County of Residence: LAKE

This instrument prepared by:  
BRUCE V. HOLZHAUSER  
Assistant Vice President  
Bank of Lansing  
3115 Ridge Road  
Lansing, IL 60438