

3 7325
LAWYERS TITLE INS. CORP.
700 BROADWAY
MERRILLVILLE, IND. 46410

798093 REAL ESTATE MORTGAGE

THIS INDENTURE WITNESSETH, That Southeast Petroleum Corporation

(the "Mortgagor") of Waukesha County, State of Wisconsin, MORTGAGE AND WARRANT TO to Independence Bank Wauwatosa (N.A.)

(the "Mortgagee") of Milwaukee County, State of Wisconsin, the following described real estate in Lake County, Indiana:

See Attached Addendum

STATE OF INDIANA/S.S. NO. 1
LAKE COUNTY
FILED FOR RECORD
APR 4 9 00 AM
RUDOLPH CLARK
RECORDER

(hereinafter referred to as the "Mortgaged Premises") together with all rights, privileges, interests, easements, hereditaments, appurtenances, fixtures and improvements now or hereafter belonging, appertaining, attached to, or used in connection with, the Mortgaged Premises, and all the rents, issues, income and profits thereof.

This mortgage is given to secure the performance of the provisions hereof and the payment of a certain promissory note ("Note") dated December 19, 1984, in the principal amount of Two hundred forty one thousand five hundred seventy Dollars (\$241,570.00) with interest as therein provided and with a final maturity date of The note is as per the note itself.

Said principal and interest are payable as follows:

Per the terms specified in the Note.

The Mortgagor (jointly and severally) covenants and agrees with the Mortgagee that:

- 1. Payment of Indebtedness.** The Mortgagor shall pay when due all indebtedness secured by this mortgage, on the dates and in the amounts, respectively, as provided in the Note or in this mortgage, without relief from valuation and appraisal laws, and with attorneys' fees.
- 2. No Liens.** The Mortgagor shall not permit any lien of mechanics or materialmen to attach to and remain on the Mortgaged Premises or any part thereof for more than 45 days after receiving notice thereof from the Mortgagee.
- 3. Repair of Mortgaged Premises; Insurance.** The Mortgagor shall keep the Mortgaged Premises in good repair and shall not commit waste thereon. The Mortgagor shall procure and maintain in effect at all times adequate insurance in insurance companies acceptable to the Mortgagee against loss, damage to, or destruction of the Mortgaged Premises because of fire, windstorm or other such hazards in such amounts as the Mortgagee may reasonably require from time to time, and all such insurance policies shall contain proper clauses making all proceeds of such policies payable to the Mortgagee and the Mortgagor as their respective interests may appear. All such policies of insurance shall be delivered to and retained by the Mortgagee until the indebtedness secured hereby is fully paid.
- 4. Taxes and Assessments.** The Mortgagor shall pay all taxes or assessments levied or assessed against the Mortgaged Premises, or any part thereof, as and when the same become due and before penalties accrue.
- 5. Advancements to Protect Security.** The Mortgagee may, at his option, advance and pay all sums necessary to protect and preserve the security intended to be given by this mortgage. All sums so advanced and paid by the Mortgagee shall become a part of the indebtedness secured hereby and shall bear interest from the date or dates of payment at the rate of eight per centum (8%) per annum. Such sums may include, but are not limited to, insurance premiums, taxes, assessments and liens which may be or become prior and senior to this mortgage as a lien on the Mortgaged Premises, or any part thereof, and all costs, expenses and attorney's fees incurred by the Mortgagee in respect of any and all legal or equitable proceedings which relate to this mortgage or to the Mortgaged Premises.

Law
7/04

- 6. **Default by Mortgagor; Remedies of Mortgagee.** Upon default by the Mortgagor in any payment provided for herein or in the Note, or in the performance of any covenant or agreement of the Mortgagor hereunder, or if the Mortgagor shall abandon the Mortgaged Premises, or if a trustee or receiver shall be appointed for the Mortgagor or for any part of the Mortgaged premises, except if said trustee or receiver is appointed in any bankruptcy action, then and in any such event, the entire indebtedness secured hereby shall become immediately due and payable at the option of the Mortgagee, without notice, and this mortgage may be foreclosed accordingly. Upon such foreclosure the Mortgagee may continue the abstract of title to the Mortgaged Premises, or obtain other appropriate title evidence, and may add the cost thereof to the principal balance due.
- 7. **Non-Waiver; Remedies Cumulative.** No delay by the Mortgagee in the exercise of any of his rights hereunder shall preclude the exercise thereof so long as the Mortgagor is in default hereunder, and no failure of the Mortgagee to exercise any of his rights hereunder shall preclude the exercise thereof in the event of a subsequent default by the Mortgagor hereunder. The Mortgagee may enforce any one or more of his rights or remedies hereunder successively or concurrently.
- 8. **Extensions; Reductions; Renewals; Continued Liability of Mortgagor.** The Mortgagee at his option, may extend the time for the payment of the indebtedness, or reduce the payments thereon, or accept a renewal note or notes therefor, without consent of any junior lien holder, and without the consent of the Mortgagor if the Mortgagor has then parted with title to the Mortgaged Premises. No such extension, reduction or renewal shall affect the priority of this mortgage or impair the security hereof in any manner whatsoever, or release, discharge or affect in any manner the personal liability of the Mortgagor to the Mortgagee.
- 9. **General Agreement of Parties.** All rights and obligations hereunder shall extend to and be binding upon the several heirs, representatives, successors and assigns of the parties to this mortgage. When applicable, use of the singular form of any word also shall mean or apply to the plural and masculine form shall mean and apply to the feminine or the neuter. The titles of the several paragraphs of this mortgage are for convenience only and do not define, limit or construe the contents of such paragraphs.

IN WITNESS WHEREOF, the Mortgagor has executed this mortgage, this 19th day of December, 19 84

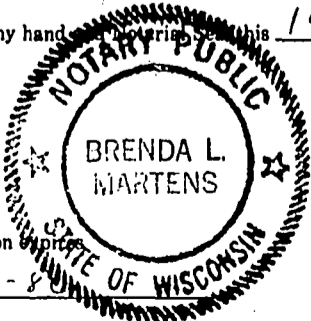
Signature [Signature] Signature [Signature]
 Printed John W. Theisen, President Printed Chester J. Bojanowski, Vice President

Signature n/a Signature n/a
 Printed n/a Printed n/a

STATE OF _____
 COUNTY OF _____ SS:

Before me, a Notary public in and for said County and State, personally appeared John W. Theisen, President and Chester J. Bojanowski, Vice President

who acknowledged the execution of the foregoing mortgage.
 Witness my hand and Notary Seal this 14th day of March, 19 85.



Signature [Signature]
 Printed Brenda L. Martens
 NOTARY PUBLIC
 Residing in Waukesha County, Waukesha Wisconsin

My commission expires 3-23-88

This instrument was prepared by Gerald H. Janssen, Attorney at Law.
 Return to Independence Bank Wauwatosa (N.A.)
7430 West State Street, Wauwatosa, WI 53213

ADDENDUM

Parcel I:

A part of the Southeast Quarter (SE $\frac{1}{4}$) of Section 23, Township 33 North, Range 8 West of the Second Principal Meridian in Eagle Creek Township, Lake County, Indiana, described as commencing at a point in the East line of said Section 23 which is 148.3 feet Northerly of the Southeast corner of said Section 23 measured along said East line; thence North 89 degrees 53 minutes West on a line parallel to and 148.3 feet North of the South line of said Section 23 a distance of 485.2 feet to a break in the State Highway right of way; thence North 86 degrees 08 minutes West on the State Highway right of way a distance of 50.8 feet to a line that is 535.9 feet West of and parallel to the East line of said Section 23; thence North 0 degrees 25 minutes West on said 535.9 foot parallel line 40.11 feet to the point of beginning; thence continuing North 0 degrees 25 minutes West on said 535.9 foot parallel line 309.89 feet more or less to a line that is 501.3 feet North of and parallel to the South line of said Section 23; thence North 89 degrees 53 minutes West on said 501.3 foot parallel line 456.7 feet more or less to the Easterly line of the 40 foot wide strip of land conveyed to the Board of County Commissioners for road purposes along and parallel to the limited access right of way of Interstate Highway #65; thence South 28 degrees 33 minutes East along said 40 foot parallel right of way line 186.7 feet, more or less; thence South 24 degrees 26 minutes East 135.6 feet thence South 86 degrees 08 minutes East 315.4 feet to the point of beginning.