

our copy

General Motors Acceptance Corp.

P.O. Box 10279
MERRILLVILLE IN 46411

825033

FIRST MORTGAGE

THIS MORTGAGE, made this 18th day of October, 1985, between NORMAN E. WIESE and APRYL J. WIESE, hereinafter called Mortgagor, and GENERAL MOTORS ACCEPTANCE CORPORATION, having an office at Merrillville, Indiana, hereinafter called Mortgagee;

W I T N E S S E T H

WHEREAS, Mortgagor is the owner of a certain plot, piece, or parcel of land lying and being in the Town of Highland, County of Lake, State of Indiana, hereinafter called the Real Property, more particularly described below.

WHEREAS, Mortgagor as Borrower and Mortgagee as Lender have entered into a construction or building loan agreement, hereinafter called the Loan Agreement, dated October 18, 1985, providing for a loan from Mortgagee to Mortgagor in an amount up to \$1,300,000.00 to be advanced pursuant to the terms and conditions of the Loan Agreement to finance the construction of a Honda Automobile Dealership facility on the Real Property described below.

NOW THEREFORE, in consideration of \$1,300,000.00, or so much thereof as may be advanced pursuant to the Loan Agreement, the receipt of which by Mortgagor is hereby acknowledged, subject to the provisions of this Mortgage and the Loan Agreement. This Mortgage is given to secure the payments of Mortgagor's note of even date herewith in the principal amount up to \$1,300,000.00 made by Mortgagor to Mortgagee which note and all of its terms are incorporated herein by reference and which note is fully due and payable on December 1, 1995, and to further secure any and all extensions, modifications and/or renewals thereof, however, evidenced, hereinafter called the Note, and also payment by Mortgagor to Mortgagee as herein provided, of all sums expended or advanced by Mortgagee pursuant to any term or provision of this Mortgage and also performance of each covenant and agreement of Mortgagor herein contained and/or contained in any agreement executed in conjunction with this Mortgage and Mortgagor hereby mortgages and warrants to Mortgagee, its successors and assigns, the Real Property described as follows:

Lot 1, N.E.W.'S Addition, to the Town of Highland, as shown in Plat Book 59, page 45, in Lake County, Indiana.

TOGETHER WITH all right, title and interest of Mortgagor in and to the land lying in the streets in front of and adjoining the Real Property and the easements appurtenant to the ownership of the Real Property to the center line of said streets;

TOGETHER WITH all right, title and interest of Mortgagor in and to any and all buildings, structures and improvements now or at any time hereafter erected, constructed or situated upon the Real Property (such buildings, structures and improvements and the foundations and footings thereof being hereinafter collectively called the Improvements), ~~and all machinery, apparatus, equipment,~~

Oct 18 1985 3:05 PM '85
RUDOLPH CLAY
REGISTER
STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

~~fittings, fixtures, and articles of personal property of every kind and nature whatsoever, now or hereafter located in the Improvement or upon the Real Property, or any part thereof, and used or usable in connection with any present or future occupancy of the Improvement erected on the Real Property and now owned or hereafter acquired by Mortgagor (hereinafter called the Building Equipment) including, but without limiting the generality of the foregoing, all heating, lighting, laundry, incinerating and power equipment, engines, pipes, pumps, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire prevention, fire extinguishing, refrigerating, ventilating and communications apparatus, elevators, escalators, shades, awnings, screens, storm doors and windows, stoves, refrigerators, attached cabinets, partitions, ducts and compressors and all right, title and interest of Mortgagor in and to any Building Equipment; it being understood and agreed that all Building Equipment is part and parcel of the Improvement and appropriated to the use thereof and, whether affixed or annexed to the Improvement or the Real Property or not, shall for the purpose of this Mortgage be deemed conclusively to be real estate and mortgaged hereby; and Mortgagor shall execute and deliver, from time to time, such further instruments (including further Security Agreements) as may be requested by Mortgagee to confirm the lien of this Mortgage on any Building Equipment; and~~

TOGETHER WITH any and all awards or payments, including interest thereon, and the right to receive the same, which may be made with respect to the Mortgaged Property (as hereinafter defined) as a result of the exercise of the right of eminent domain, the alteration of the grade of any street, or any other injury to or decrease in the value of the Mortgaged Property, to the extent of all amounts which may be secured by this Mortgage at the date of receipt of any such award or payment by Mortgagee, and of the reasonable attorney fees, costs and disbursements incurred by Mortgagee in connection with the collection of such award of payment; and Mortgagor agrees to execute and deliver, from time to time, such further instruments as may be requested by Mortgagee to confirm such assignment to Mortgagee of any such award or payment.

The Real Property, together with the Improvement, the Building Equipment and all the foregoing property and rights, being hereinafter collectively called the Mortgaged Property; and

TO HAVE AND TO HOLD the Mortgaged Property together with all and singular the privileges and appurtenances, tenements, hereditaments, easements and rights-of-way whereunto belonging or usually enjoyed with said Mortgaged Property or any part thereof and the reversions, remainder and remainders unto the Mortgagee and its successors and assigns forever for the uses herein set forth free from all rights and benefits under the appraisal and valuation laws of any state, which said rights and benefits said Mortgagor does hereby release and waive.

PROVIDED, HOWEVER, that if Mortgagor shall pay all indebtedness hereby secured, of which indebtedness the records of Mortgagee shall be prima facie evidence, and otherwise well and faithfully perform and observe all of the covenants and conditions aforesaid, and pay the cost of release hereof, this Mortgage shall become void.

28. Any and all notices or other correspondence Mortgagee sends Mortgagor regarding this Note and Mortgage may be sent to Mortgagor at _____, Indiana or any other place of business of the Mortgagor to which Mortgagee has previously sent correspondence in the ordinary course of business. And all such notices or correspondence may be sent by either certified or regular mail and shall be presumed to have been received by the Mortgagor at a time no later than three (3) days after mailing. If Mortgagor should change its address or wish its correspondence from Mortgagee mailed to another address, it agrees to send Mortgagee a notice or request for same by certified mail.

IN WITNESS WHEREOF, the Mortgagor has executed this instrument the day and year first above written.

Apryl J. Wiese
APRYL J. WIESE

Norman E. Wiese
NORMAN E. WIESE

STATE OF INDIANA)
) SS.
COUNTY OF LAKE)

Before me, the undersigned, a Notary Public, in and for said County and State, this 18th day of October, 1985, personally appeared Apryl J. Wiese and Norman E. Wiese and acknowledged the execution of the foregoing instrument as their free act and deed.

I hereby certify that I am not an officer of the Mortgagee.

WITNESS MY HAND AND NOTARIAL SEAL.

Stasia B. Weiker
NOTARY PUBLIC (Signature)
STASIA B. WEIKER
(Printed)



My Commission Expires: 5/3/87
County of Residence: Lake

This document prepared by George W. Heintz, Attorney-At-Law.

Please Return This Document to:
General Motors Acceptance Corporation
P. O. Box 10279
Merrillville IN 46411

BUT UPON ANY DEFAULT in the performance or observance of any covenant or condition herein, the Loan Agreements or in the Note contained or of the terms of any other indebtedness hereby secured, or if Mortgagor is adjudicated a bankrupt or insolvent, or shall file any petition or answer seeking relief as a debtor under any law for the relief or aid of debtors, or shall enter into any arrangement or composition with creditors, or if a receiver is appointed with respect to the property herein described, or if the Mortgaged Property, or any part hereof, shall be seized or levied upon under any legal process or under any claim of legal right, then, in each such event, the whole amount of all indebtedness owing by or chargeable to Mortgagor under any provision of this Mortgage, or intended to be secured hereby, on any and every account, shall at the option of Mortgagee become at once due and payable without notice or demand and with or without foreclosure Mortgagee shall have the immediate right to receive and collect all rents and profits due or accrued or to become due, and said rents and profits are hereby assigned to Mortgagee, and Mortgagee is hereby irrevocably appointed the attorney-in-fact of Mortgagor with power in the name of Mortgagor for Mortgagee to demand, sue for, collect, recover, and receive all such rents and profits, to compromise and settle claims for rents or profits upon such terms and conditions as may seem proper, and to enter upon and take possession of, manage, maintain and operate said premises, or any part hereof, make leases for terms deemed advantageous to it, terminate or modify existing or future leases, collect said avails, rents, issues and profits, regardless of when earned, and use such measures whether legal or equitable as it may deem proper to enforce collection thereof, employ renting agents or other employees, alter or repair said premises, buy furnishings and equipment therefor when it deems necessary, purchase adequate fire and extended coverage and other forms of insurance as may be deemed advisable, and in general exercise all powers ordinarily incident to absolute ownership, advance or borrow money necessary for any purpose herein stated to secure which a lien is hereby created on the mortgaged premises and on the income therefrom which lien is prior to the lien of any other indebtedness hereby secured, and out of the income retain reasonable compensation for itself, pay insurance premiums, taxes and assessments, and all expenses of every kind, including attorney fees incurred in the exercise of the powers herein given, and from time to time apply any balance of income not, in its sole discretion, needed for the aforesaid purpose, first, on the interest and then on the principal of the indebtedness hereby secured, before or after any decree of foreclosure, and on the deficiency in the process of sale, if any, whether there be a decree in personal therefore or not. Whenever all of the indebtedness secured hereby is paid, and the Mortgagee, on satisfactory evidence thereof, shall relinquish possession and pay to Mortgagor any surplus income in its hands. The possession of Mortgagee may continue until all indebtedness secured is paid in full or until the delivery of a Sheriff's Deed pursuant to a decree foreclosing the lien hereof, but if no deed be issued, then until the expiration of the statutory period during which it may be issued. Mortgagee shall, however, have the discretionary power at any time to refuse to take or to abandon possession of said premises without affecting the lien hereof. Mortgagee shall have all powers, if any which it might have had without this paragraph. No suit shall be sustainable against Mortgagee based upon the acts or omissions relating to the subject matter of this paragraph unless commenced without sixty (60) days after Mortgagee's possession ceases.

Mortgagee may foreclose this Mortgage, by court proceeding (with the immediate right to a receivership with the aforesaid powers on ex parte order and without bond pending foreclosure), or, as now or then provided by law, and any foreclosure shall forever bar Mortgagor and all persons claiming under Mortgagor from all right and interest in said property; and out of the proceeds of any foreclosure sale Mortgagee may deduct all costs and expenses of foreclosure and/or suit, and retain or be awarded all sums, then payable by or chargeable to Mortgagor rendering to Mortgagor the surplus, if any. Mortgagee is entitled to a deficiency judgment and if such proceeds of sale shall be insufficient to discharge the debt in full, Mortgagee may have any other legal recourse against Mortgagor for the deficiency. Mortgagee shall have the right to enforce one or more remedies hereunder, or any other remedy Mortgagee may have, successively concurrently, including the right to foreclose this Mortgage with respect to any portion of the Mortgaged Property without thereby impairing the lien of this Mortgage on the remainder of the Mortgaged Property or affecting the remedies of Mortgagee available with respect thereto.

AND Mortgagor hereby covenants and agrees with Mortgagee as follows:

1. Mortgagor is lawfully seized in fee simple of the Mortgaged Property, and has good right to grant, convey and mortgage the same, as aforesaid, and the Mortgaged Property is free and clear from all liens, encumbrances, and charges except as set forth in Exhibit A hereof; Mortgagor, its successors and assigns, shall warrant and defend the Mortgaged Property, unto the Mortgagee forever against the claims and demands of all persons whomsoever. The Mortgagor will not voluntarily create or permit to be created against the property subject to this Mortgage any lien or liens inferior or superior to the lien of this Mortgage; that it will keep and maintain the same free from the claim of all persons supplying labor or materials which will enter into the construction of any and all buildings erected on said premises at any time hereafter.

2. Mortgagor will pay the indebtedness as evidenced by the Note, and in addition thereto, will pay all other indebtedness now or as may hereafter be or become owing by Mortgagor to Mortgagee as in this Mortgage provided.

3. Mortgagor will pay all taxes, assessments, and charges of every kind and nature to whomsoever assessed or chargeable, whether on the Mortgaged Property or any interest therein, or with respect to any improvements thereon, benefits thereto, income therefrom, or the indebtedness secured hereby, without any allowance or deduction whatsoever on account thereof from any indebtedness due under or secured by this Mortgage, and Mortgagor will, upon request, deposit the receipts therefor with Mortgagee.

4. That the Mortgagor will keep the improvements now or hereafter upon said premises insured against damage by fire, and such other hazards as the Mortgagee may require to be insured against, and provide public liability insurance and such other insurance as the Mortgagee may require, until such indebtedness is fully paid, or in case of foreclosure, until expiration of the period of redemption, for the full insurable value thereof, in such companies, through such agents or brokers, and in such form as shall be satisfactory to the Mortgagee; such insurance policies shall remain with the Mortgagee during said period or periods, and contain the usual clause satisfactory to the Mortgagee making them payable to the Mortgagee; and in case of foreclosure sale payable to the owner of the certificate of sale, owner of any deficiency, any receiver or redemptioner, or any grantee in a Sheriff's Deed; and in case of loss under such policies, the Mortgagee is authorized and empowered to adjust, collect and compromise, in its discretion, all claims thereunder and to execute, sign and deliver on behalf and in the name of the Mortgagor all necessary proofs of loss receipts, vouchers, releases and acquittances required to be signed by the insurance companies and in its discretion to sign and execute any checks or drafts on behalf of and in the name of the Mortgagor all receipts, vouchers, releases, checks and drafts required of him to

be signed by the Mortgagee for such purposes, and the Mortgagee is authorized to apply the proceeds of any insurance claim to the restoration of the property or upon the indebtedness hereby secured in its discretion, but monthly payments shall continue until said indebtedness is paid in full. Immediately after destruction or damage, Mortgagor will commence and promptly complete the rebuilding and restoration of buildings and improvements now or hereafter on said premises, unless Mortgagor elects to apply on the indebtedness secured hereby the proceeds of any insurance covering such destruction or damage.

5. Mortgagor will keep the Mortgaged Property in good condition and repair, and will permit Mortgagee to enter and inspect the Mortgaged Property, and will comply with all laws, rules, and regulations made by governmental authority and applicable thereto, and will not commit or suffer any strip, waste, or any unlawful, improper, or offensive use of said property, or any other act or negligence whereby the same or any interest therein shall become liable under any lien or to seizure or attachment on mesne or final process of law, in bankruptcy or otherwise, or whereby the security hereof shall be impaired or threatened.

6. Upon any failure of Mortgagor to observe or perform any covenant or condition of this Mortgage, or if any suit, proceeding, or other contingency shall arise or be threatened relating to any of the Mortgaged Property or the debt hereby secured, Mortgagee may at the option of Mortgagee, without notice or demand, make any advances or incur such expense including attorney fees or otherwise act as may in the judgment of Mortgagee seem advisable to protect the security of Mortgagee hereunder or carry out the covenants of Mortgagor herein, even though any rent, tax, encumbrance, or charge paid in such behalf by Mortgagee shall be invalid. It shall not be obligatory upon the Mortgagee to inquire into the validity of any lien, encumbrance or claim in advancing monies as above authorized, but nothing herein contained shall be construed as requiring the Mortgagee to advance any monies for any purpose nor to do any act hereunder; and the Mortgage shall not incur any personal liability because of anything it may do or omit to do hereunder.

7. All advances, costs, expenses and attorney fees which Mortgagee may make, pay or incur under any provision of this instrument, for the protection of the security of Mortgagee or any of the rights of Mortgagee in connection with the Mortgaged Property, or in foreclosure proceedings commenced and subsequently abandoned, or in any dispute or litigation in which Mortgagee or the holder of the Note may become involved by reason of or arising out of this Mortgage shall be paid by Mortgagor to Mortgagee upon demand and bear interest until paid at the rate of ten (10%) per cent per annum, all of which obligations shall be additional charges upon the Mortgaged Property and be equally secured hereby.

8. Notwithstanding any taking by eminent domain, alteration of the grade of any street or other injury to or decrease in value of the Mortgaged Property by any public or quasi-public authority or corporation, Mortgagor shall continue to pay interest on the entire principal sum secured hereby until any such award or payment shall have been actually received by Mortgagee and any reduction in the principal sum resulting from the application by Mortgagee of such award or payment as hereinafter set forth shall be deemed to take effect on the date of such receipt; said award or payment may be applied, in such proportions and priority as Mortgagee in Mortgagee's sole discretion may elect, to the payment of principal, whether or not then due and payable, or any sums secured by this Mortgage and/or to payment to Mortgagor, on such terms as Mortgagee may specify, to be used for the sole purpose of altering, restoring, or rebuilding any part of the Mortgaged Property which may have been altered, damaged or destroyed as a result of any such taking, alteration of grade, or other injury to the Mortgaged Property; and, if prior to the receipt by Mortgagee of such award or payment the Mortgaged Property shall have been sold on foreclosure of this Mortgage, Mortgagee shall have the right to receive said

award or payment to the extent of the Mortgage debt remaining unsatisfied after such sale of the Mortgaged Property, with legal interest thereon, whether or not a deficiency judgment on this Mortgage shall have been sought or recovered or denied, and of the reasonable counsel fees, costs and disbursements incurred by Mortgagee in connection with the collection of such award or payment.

9. Mortgagor shall not sell or transfer all or any part of said Property, grant an option to purchase the same, lease the Property, sell the same by contract, transfer occupancy or possession of the Property, nor sell or assign any beneficial interest or power of direction in any land trust which holds title to the Property without the prior written consent of the Mortgagee.

10. Upon the happening of any event entitling Mortgagee to foreclose this Mortgage, or if Mortgagee shall be served with garnishee process in which Mortgagor shall be named as defendant, whether or not Mortgagor shall be in default hereunder at the time, Mortgagee may, but shall not be required to, set off any indebtedness owing by Mortgagee to Mortgagor against any indebtedness secured hereby, without first resorting to the Mortgaged Property and without prejudice to any other rights or demands of Mortgagee or the lien of Mortgagee on the Mortgaged Property.

11. In the event of a sale of the Mortgaged Property or any part or parts thereof under and by virtue of the provisions of this Mortgage the purchaser or purchasers thereof shall have immediate and peaceable possession of the same, and if Mortgagor shall remain in possession after the effective date of such sale, such possession shall be construed as a tenancy at sufferance only, giving unto the purchaser all remedies, by way of summary possession or otherwise, conferred by law in such case.

12. Mortgagor shall not, without the written consent of Mortgagee, remove all or any part of the Mortgaged Property from its present location nor transfer any interest in said property, except as provided in Paragraph 9, the Mortgaged Property shall at all reasonable times be open to inspection and appraisal by Mortgagee or its agents.

13. Mortgagor and any successor in interest to the whole or any part of the Mortgaged Property hereby waive diligence, presentment, demand and notice of dishonor, and consent to extensions of time, surrender or substitution of security, failure to apply deposit or other forbearance, without notice, with respect to any indebtedness hereby secured.

14. On demand of Mortgagee, Mortgagor will pay to Mortgagee, together with and in addition to each of the payments of principal and interest payable under the terms of the Note secured hereby a sum equal to the rents, taxes, assessments, charges and hazard insurance premiums next due with respect to the Mortgaged Property or any interest therein and required hereby to be paid by Mortgagor (all as estimated by Mortgagee), divided, in each case, by the number of months to elapse before one month prior to the date when each such rent, tax, assessment, charge or premium will be-

come delinquent, such sums to be held by Mortgagee in trust to pay said rents, taxes, assessments, charges and premiums before the same become delinquent. All sums payable during any month pursuant to the terms of the Note and of any other indebtedness secured hereby, and all payments payable as aforesaid shall be added together and the aggregate amount thereof shall be paid by Mortgagor or Mortgagee each month in a single payment to be applied by Mortgagee, first, to rents, taxes, assessments, charges of every kind, and hazard insurance premiums, second, to interest on the indebtedness secured hereby, and, third, to amortization of the principal of the indebtedness secured hereby; it being further covenanted and agreed by Mortgagor that if the total of the payments made by Mortgagor to Mortgagee with respect to rents, taxes, assessments, charges and hazard insurance premiums shall not be sufficient to pay all rents, taxes, assessments, charges of every kind, and premiums shall not be sufficient to pay all rents, taxes, assessments, charges of every kind, and premiums on hazard insurance due with respect to the Mortgaged Property or any interest therein and required hereby to be paid by Mortgagee when the same shall become due and payable, then Mortgagor shall pay any amount necessary to make up the deficiency on or before the date when the payment of such rents, taxes, assessments, charges and hazard insurance premiums shall be due; and it being further agreed that in the event that the entire indebtedness secured hereby shall be paid in full or this Mortgage shall be foreclosed as herein provided, then and in any such event, any balance remaining in the funds accumulated by Mortgagee with respect to such rents, taxes, assessments, charges and hazard insurance premiums, shall be credited to the account of Mortgagor.

15. The funds to be advanced in accordance with the Loan Agreement are to be used in the construction of certain improvements on the Real Property as provided in the Loan Agreement, and the Loan Agreement all incorporated herein by reference to the same extent and effect as if fully set forth and made a part of this Mortgage, which Loan Agreement obligate Mortgagee to advance the entire principal sum secured hereby as the work progresses, subject to the conditions therein stated and if the construction of the improvements to be made pursuant to the Loan Agreement shall not be carried on with reasonable diligence, or shall be discontinued at any time for any reason other than strikes or lockouts, Mortgagee, after due notice to Mortgagor or any subsequent owner, is hereby invested with full and complete authority to enter upon the Mortgaged Property, employ watchmen to protect such improvements from depredation or injury and to preserve and protect the property therein, and to continue any and all outstanding contracts for the erection and completion of the improvements, to make and enter into any contracts and obligations wherever necessary, either in its own name or in the name of Mortgagor, and to pay and discharge all debts, obligations and liabilities incurred thereby. All such sums so advanced by Mortgagee (exclusive of advances of the principal of the indebtedness secured hereby) shall be added to the principal of the indebtedness secured hereby and shall be secured by this Mortgage and shall be due and payable on demand with interest at the rate of ten (10%) per cent per annum. The principal sum and other charges provided for herein shall, at the option of Mortgagee or holder of this Mortgage and the Note secured hereby, without notice or demand, become due and payable upon the happening of any event of default as defined in the Loan Agreement.

16. Mortgagee or any person in behalf of Mortgagee may purchase at any foreclosure sale, and until any default Mortgagor may hold and enjoy the Mortgaged Property and receive the rents and profits thereof; the terms "advances", "costs" and "expenses" wherever herein used shall include reasonable attorney fees whenever incurred; the term "Mortgagor" shall include the plural and in such case shall bind the Mortgagors jointly and severally; the term "indebtedness" shall mean and include, but shall not be limited to, all claims, demands, obligations and liabilities whatsoever, however arising, and whether owing by Mortgagor and whether absolute or contingent, as principal debtor or as accommodation maker or as endorser, liquidated or unliquidated, and whenever contracted, accrued, or payable; and these presents shall be equally binding upon and inure to the benefit of the successors in interest of the parties hereto respectively.

17. Mortgagor shall not have the right, as against the holder of this Mortgage without its consent, to cancel, abridge, or otherwise modify leases of the Mortgaged Property, or any part thereof, in existence on the date of this Mortgage, or to accept prepayments of installments of rent to become due thereunder or under the tenancies or leases subsequently entered into for a period of more than one month in advance; in respect of any such lease or at any time as covered by the foregoing restriction. Mortgagor will (a) fulfill or perform each and every term, covenant and provision of any such lease to be fulfilled or performed by the Lessor thereunder, (b) give prompt notice to Mortgagee of any notice received by Mortgagor of default by the Lessor thereunder, together with a complete copy of any such notice, and (c) enforce, short of termination thereof, the performance or observance of each and every term, covenant and provision of any such lease by the Lessee thereunder to be performed or observed; and in the event of any default under this Mortgage, Mortgagor will pay monthly in advance to Mortgagee or to any receiver appointed to collect said rents, issues, and profits the fair and reasonable rental value for the use or occupation of such default in any such payment, will vacate and surrender possession of such part of the Mortgaged Property to Mortgagee or to such receiver and, in default thereof, Mortgagor may be evicted by summary proceedings or otherwise.

18. Mortgagor, within five (5) days upon notice in person or within eight (8) days upon request by mail, will furnish a written statement, duly acknowledged, of the unpaid principal balance of the Note and of the amount due on this Mortgage and whether any offsets or defenses exist against the Mortgage debt.

19. Mortgagor will keep proper books of record and account concerning the Mortgaged Property in accordance with generally accepted accounting principles; Mortgagee shall have the right to examine the books of account of Mortgagor and to discuss the affairs, finances and accounts of Mortgagor with Mortgagor and to be informed as to the same, all at such reasonable times and intervals as Mortgagee may desire.

20. Any failure by Mortgagee to insist upon the strict performance by Mortgagor of any of the terms and provisions hereof shall not be deemed to be a waiver of any of the terms and provisions hereof, and Mortgagee, notwithstanding any such failure, shall have the right thereafter to insist upon the strict performance by Mortgagor of any and all of the terms and provisions of this Mortgage to be performed by Mortgagor; neither Mortgagor nor any other person now or hereafter obligated for the payment of the whole or any part of the sums now or hereafter secured by this Mortgage shall be relieved of such obligation by reason of the failure of Mortgagee to comply with any request of Mortgagor, or of any other person so obligated, to take action to foreclose this Mortgage or otherwise enforce any of the provisions of this Mortgage or of any obligations secured by this Mortgage, or by reason of the release, regardless of consideration, of the whole or any part of the security held for the indebtedness secured by this Mortgage, or by reason of any agreement or stipulation between any

subsequent owner or owners of the Mortgaged Property and Mortgagee extending the time of payment or modifying the terms of the Note or this Mortgage, without first having obtained the consent of Mortgagor or such other person and, in the last-mentioned event, Mortgagor and all such other persons shall continue liable to make such payments according to the terms of any such agreement of extension or modification unless expressly released and discharged in writing by Mortgagee; Mortgagee may release, regardless of consideration, any part of the security held for the indebtedness secured by this Mortgage without, as to the remainder of the security, in any way impairing or affecting the lien of this Mortgage or the priority of such lien over any subordinate lien; and Mortgagee may resort for the payment of the indebtedness secured by this Mortgage to any other security therefor held by Mortgagee in such order and manner as Mortgagee may elect.

That the Mortgagee shall have the right to inspect the Mortgaged Property at a reasonable time.

21. No sale of the premises hereby mortgaged and no forbearance on the part of the Mortgagee or its assigns and no extension of the time for the payment of the debt hereby secured given by the Mortgagee or its assigns shall operate to release, discharge, modify, change or affect the original liability of the Mortgagor herein either in whole or in part.

22. That each right, power and remedy herein conferred upon the Mortgagee is cumulative of every other right or remedy of the Mortgagee, whether herein or by law conferred, and may be enforced concurrently herewith, that no waiver by the Mortgagee of performance of any covenant herein or in said obligation contained shall thereafter in any matter affect the right of Mortgagee to require or enforce performance of the same or any other of said covenants.

23. That time is of the essence hereof and if default be made in performance of any covenant herein contained or in making any payment under said Note or obligation or any extension or renewal thereof, or if proceedings be instituted to enforce any other lien or charge upon any of said property, or upon the filing of a proceeding in bankruptcy by or against the Mortgagor, or if the Mortgagor shall make an assignment for the benefit of his creditors or if his property be placed under control of or in custody of any court, or if the Mortgagor abandon any of said property, then and in any of said events, the Mortgagee is hereby authorized and empowered, at its option and without affecting the lien hereby created or the priority of said lien or any right of the Mortgagee hereunder, to declare without notice, all sums secured hereby immediately due and payable, whether or not such default be remedied by Mortgagor, and apply toward the payment of said Mortgage indebtedness and any indebtedness of the Mortgagee to the Mortgagor, and said Mortgagee may also immediately proceed to foreclose this Mortgage, and in any foreclosure a sale may be made of the premises enmasse without offering the several parts separately.

No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the note hereby secured.

If Mortgagor ever suspects, believes and/or contends that Mortgagee is in any way in breach or violation of this mortgage and/or any of the obligation(s) this mortgage secures and/or of any of the documents or instruments executed in connection therewith and/or that any defense(s) may exist to the Mortgagee's enforcement of any of the foregoing, Mortgagor must and shall within ten (10) days thereof give Mortgagee written notice thereof specifying in detail the alleged breach violation and/or defense and if Mortgagor fails to do so, it shall conclusively and legally be deemed to have waived and/or released said breach, violation and/or defense. Moreover, if Mortgagor so gives such notice, Mortgagee shall have a sixty (60) day period to remedy, correct, cure and/or eliminate any breach, violation and/or defense

which Mortgagee may believe or suspect is possibly in existence and if so, remedied, corrected, cured and/or eliminated within said sixty (60) day period such alleged violation, breach and/or defense shall be legally and conclusively deemed never to have been in existence. However, any attempt or action taken by Mortgagee concerning any alleged, breach, violation and/or defense is not to be and never will be interpreted, construed or in any way be taken to constitute any admission and/or recognition by Mortgagee either expressly or impliedly of the existence and/or validity of the alleged breach, violation and/or defense.

24. That in case of foreclosure of this Mortgage in any court of law or equity and whether or not any order or decree shall have been entered therein, a reasonable sum shall be allowed by attorney fees of the plaintiff in such proceeding, and in addition thereto a reasonable sum for stenographer's fees and for all monies expended for documentary evidence and the cost of a complete abstract of title and title report for the purpose of such foreclosure, such sums to be secured by the lien hereunder; and there shall be included in any judgment or decree foreclosing this Mortgage and be paid out of said rents or the proceeds of the sale made in pursuance of any such judgment or decree: (1) All costs and expenses of such suit or suits, advertising, sale and conveyance, including attorneys, solicitors and stenographers fees, outlays for documentary evidence and cost of said abstract, examination of title and title report; (2) All monies advanced by Mortgagee, if any, for any purpose authorized in this Mortgage, with interest as herein provided; (3) All the accrued interest remaining unpaid. The overplus of the proceeds, if any, shall be paid to the said Mortgagor on reasonable request, or as the court may direct. If the proceeds are insufficient to pay the total indebtedness, the Mortgagee will be entitled to a deficiency judgment. The sale of the Mortgaged Property may be made either as a whole or in parcels.

25. That Mortgagor hereby waives, to the extent permitted by law, the benefits of all valuation, appraisal, homestead, exemption, stay, redemption and moratorium laws, now in force or which may hereafter become laws in any state.

Wherever used in the Mortgage, unless the context clearly indicates a contrary intent, or unless otherwise specifically provided herein, the word "Mortgagor" shall mean "Mortgagor and/or any subsequent owner or owners of the Mortgaged Property or any part thereof", the word "Mortgagee" shall mean "Mortgagee or any subsequent holder or holders of this Mortgage", the word "Note" shall mean "Note secured by this Mortgage", the word "person" shall mean "an individual, corporation, partnership or unincorporated association", and the "Mortgaged Property" shall include any rights or property interests at any time made subject to the lien of this Mortgage by the terms hereof. Also, the words "mortgagor" and "mortgagee" include singular or plural, individual or corporation, and the respective heirs, executors, administrators, successors, and assigns of mortgagor and mortgagee, as the case may be. The use of any gender applies to all genders. If more than one party is named as maker, the obligation hereunder of each such party is joint and several.

26. This Mortgage, as hereinabove provided, shall constitute a lien upon all fixtures and articles of personal property affixed to or placed upon the Mortgaged Property, and in respect of all parts of the Mortgaged Property which may be deemed chattels under the law of the State of Indiana, and this Mortgage shall constitute a security agreement as such term is defined in the Uniform Commercial Code which is in effect in Indiana.

27. This Mortgage may not be changed orally or by any course of dealing between the parties hereto, but only by an agreement in writing and signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.