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REAL ESTATE MORTGAGE

THIS INDENTURE WITNESSETH, that Lake County Beverage Corporation, an Indiana Corporation, mortgages and warrants to GAINER BANK, NATIONAL ASSOCIATION, of Lake County, Indiana, the real estate described hereafter, which said real estate is situated in Lake County, Indiana

Lots 31, 33, 35, 37, 39 to 48, both inclusive, Block 9 Red Oak Second Addition to Tolleston, in the City of Gary, as shown in Plat Book 7, page 32, in Lake County, Indiana.

THIS MORTGAGE is given to secure the liability of every kind, character, and description of Lake County Beverage Corporation, Lake County Beverage Holding Corporation, Sammie L. Maletta, Carrol Sarkisian, Theresa Maletta, Sylvia Sarkisian, to the mortgagee as evidenced by one or more notes from time to time in amounts not to exceed \$974,000.00 in the aggregate, and maturing as therein described.

MORTGAGOR HEREBY AGREES: To neither commit nor suffer waste to be committed of said property, to keep the improvements now existing or hereafter erected on the mortgaged property insured, as may be required from time to time by the mortgagee, against loss by fire and other hazards, casualties and contingencies, in such amounts and for such period as may be required by the mortgagee, in insurance companies to be selected by the mortgagee and to maintain said insurance during the life of this mortgage, said insurance policies are to carry the standard mortgage clauses in favor of the mortgagee herein and to be held and kept by said mortgagee herein so much additional security; that he will pay all taxes and assessments that may be levied or assessed upon or against said premises as the same shall become due and payable. Upon failure or refusal of the mortgagor herein to provide and furnish said insurance to mortgagee herein, or to pay said taxes or assessments, mortgagor hereby expressly authorizes said mortgagee to procure said insurance and/or to pay such taxes and assessments, and agrees that the sum of money advanced for such purpose shall become a part of the debt hereby secured and shall draw like interest that the mortgagee may pay any senior liens or encumbrances upon or against said real estate and that the money advanced for such purpose shall become a part of the debt hereby secured and shall draw a like interest, that upon payment of such senior lien(s) or encumbrances by said mortgagee, or in case mortgagee shall be compelled to pay any taxes or assessments, or to furnish insurance, then and in either or all of the cases, said mortgagee shall have the right, at its option, other clauses herein notwithstanding, to declare the entire debt secured hereby due and payable forthwith without notice or demand, and to proceed with the collection thereof by foreclosure of the mortgage or otherwise.

MORTGAGOR FURTHER AGREES that upon default of any of covenants or conditions herein contained, or if any part of the debt secured hereby either principal or interest, shall remain unpaid for thirty days after maturity, said mortgagee may, at its option, declare the entire debt secured hereby to be due and payable forthwith, without notice or demand and proceed with the collection thereof either by foreclosure of this mortgage or

otherwise, provided, however, that the omission of said mortgagee to so exercise said option shall not be construed as a waiver thereof and shall not preclude said mortgagee from exercising same for any subsequent default, and nothing but a written contract of the mortgagee shall be a waiver of said option. Any notice might be required by and under the terms hereof expressly waived by and on the part of the mortgagor herein.

IT IS FURTHER AGREED generally that the mortgagee may at its election, advance and pay any sum of money that in its judgement may be necessary to perfect the title of said mortgaged premises in said mortgagor or to preserve the security intended to be

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given by this mortgage, and any and all sums of money so advanced and paid shall be and they are hereby made a part of the mortgage debt and shall draw a like interest and may at any time or times in succession, without notice, extend the time of payment of the indebtedness hereby secured to any person or persons then under obligation to pay such indebtedness, or affected by the lien hereby created, upon such terms as may be agreed upon the mortgagee and the part requesting the extension. The mortgagor expressly agrees to pay the sums of money above secured and mortgagee's collection charge and attorney fees without relief from valuation and appraisal laws.

MORTGAGOR FURTHER AGREES in the event of foreclosure and sale of the premises mortgaged that it will pay to the mortgagee a sum of money equal to the reasonable rental value of said premises during its occupancy of the same after the issuance of the certificate of sale unless redemption shall be made as provided by law.

IT IS FURTHER AGREED that in case mortgagee herein shall be made a party to any suit filed in any court by reason of its being mortgagee herein, or is at any time called upon to defend said mortgage and its interest in and to said property under the terms of the mortgage, the mortgagor will pay unto the mortgagee all expenses incurred by said mortgagee, including a reasonable attorney fee in so defending its interest in said property by reason of said mortgage, in protecting the lien thereof, or in protecting itself in said suit.

TRANSFER OF THE PROPERTY: Assumption. If all or any part of the Property or an interest therein is sold or transferred by Mortgagor without Mortgagee's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage (b) the creation of a purchase money security interest for equipment, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Mortgagee may, at Mortgagee's option, declare all the sums secured by this Mortgage to be immediately due and payable. Mortgagee shall have waived such option to accelerate if, prior to the sale or transfer, Mortgagee and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Mortgagee and that the interest payable on the sums secured by this Mortgage shall be at such rate as Mortgagee shall request. If Mortgagee has waived the option to accelerate provided in this paragraph, and if Mortgagor's successor in interest has executed a written assumption agreement accepted in writing by Mortgagee, Mortgagee shall release Mortgagor from all obligations under this Mortgage and the Notes.

THE COVENANTS herein contained shall bind and the benefits and advantages shall inure to, the respective heirs, executors, administrations, successors, and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders. The interest of the parties herein is subject to all covenants, easements and restrictions in the original recorded plat of the subdivision herein described.

