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Return to:

INDEMNIFYING MORTGAGE

THIS INDENTURE WITNESSETH, THAT PEOPLES FEDERAL SAVINGS & LOAN ASSN., AS Trustee under Trust Agreement No. 5013 dated 11-26-85 of Lake County, in the State of Indiana,
hereby mortgage and warrant to the First National Bank of East Chicago, Indiana, Lake County, Indiana, the
following described property in the County of <u>Lake</u> and State of <u>Indiana</u> , to wit:
Tracts 1 and 2 of Lincoln Ridge, a Planned Unit Development in the Town of Schererville, Lake County, Indiana as per plat thereof recorded in plat book 59, page 47 in the Office of the Recorder of Lake County, Indiana.
Commonly Known as Lincoln Ridge Shopping Mall
Schererville, IN 46375 This mortgage is subordinate and junior to the mortgage as modified held by Peoples Federal Savings and Loan Association of Munster, Indiana. Said mortgage was recorded on December 5, 1985 as Document No. 831531 and the modification agreement was recorded on April 5, 1986 as Document No. 851061. This mortgage shall also be subordinate and junior to the lien of Peoples Federal on any funds disbursed by Peoples Federal Savings and Loan Association after the 30th day of July 1986.
This mortgage is given to the mortgagee for the purpose of securing Tall indebtedness already owing by Peoples Federal Savings & Loan Assn., as Trustee under TrustAgreement No. 5013 dated 11-26-85
Indiana in the sum of \$\frac{200,000.00}{\} and is also given to secure all indebtedness or liability, of every kind, character and description of the mortgagor, or either of them, to the mortgagee hereafter created, such as future loans, advances, overdrafts, and all indebtedness that may accrue to said Bank by reason of the mortgagor, or either of them, becoming surety or endorser for any other person, whether said indebtedness was originally payable to said Bank or has come to it by assignment or otherwise, and shall be binding upon the mortgagor, and remain in full force and effect until all said indebtedness is paid. This mortgage shall secure the full amount of said indebtedness without regard to the time when same was made. The mortgagor expressly agrees to pay all sums and indebtedness secured hereby, and the same shall be collectable without relief from valuation and appraisement laws and with attorney's fees, and in case it should become necessary to appoint a Receiver for any property that may be secured by this mortgage, it shall not be necessary to serve notice upon the martgagor.
Peoples Federal Savings & Loan Assn., as Trustee under Trust agreemer No. 5013, Dated 11-26-85
ha S hereunto set their hand and seal this 30th day of 1984. Peoples Federal Savings & Loan Assn. As Orustee Under Trust Agreement No. 5013 dated 11-26-85
State of Indiana
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County of Lake
Before the undersigned, a Notary Public in and for said County and State this day of
Acknowledged the execution of the above and foregoing mortgage for the uses and purposes therein set forth
Witness my hand and Notarial Seal. Notary Public
My Commission Expires
This Instrument was prepared by Terry Eich, President First National Bank of East Chicago, Indiana

This mortgage is executed by Peoples Federal Savings and Loan Association, not personally but as Trustee as aforesaid, in the . exercise of the power and authority conferred upon and vested in it as such Trustee, and it is expressly understood and agreed by the mortgage herein and by every person now or hereafter claiming any right or security hereunder that nothing contained herein or in the note secured by this mortgage shall be construed as creating any liability on Peoples Federal Savings and Loan Association or on any of the beneficiaries under said trust agreement personally to pay said note or any interest that may accrue thereon, or any indebtedness accruing hereunder or to perform any covenants either express or implied herein contained, all such liability, if any, being expressly waived, and that any recovery on this mortgage and the note secured hereby shall be solely against and out of the property hereby conveyed by enforcement of the provisions hereof and of said note, but this waiver shall in no way affect the personal liability of any co-signer, endorser or guarantor of said note.

PEOPLES FEDERAL SAVINGS AND LOAN ASSOCIATION, not personally but as Trustee under the provisions of a Trust Agreement dated

November 26, 1985 and known as Trust
No. 5013

ATTEST:

By atricial Mwan

Assistant Jecretary

Frank J. Boghnowski,
Vice-President and Trust Officer

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State of Indiana)
) SS:
County of <u>Lake</u>)

I, Nancy McFalls , a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY, that

Frank J. Bochnowski and Patricia J. Mrvan , of PEOPLES FEDERAL SAVINGS AND LOAN ASSOCIATION, a United States Corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice-President and Trust Officer and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts, and as the free and voluntary act of said United States Corporation, as Trustee, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 30th day of July , 19 86.

My Commission Expires:

May 6, 1990

Resident of Lake County