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A-423957 LD

BANK ONE
1000 E. 80th Pl
Merrillville, Indiana

876336

REAL ESTATE MORTGAGE

APR 85

THIS INDENTURE WITNESSETH, that Lake County Trust Company, an Indiana Corporation as Trustee under the provisions of a Trust Agreement dated the 1st day of April, 1985 and known as Trust No. of Lake County, State of Indiana, whether one or more herein called Mortgagor, MORTGAGES AND WARRANTS TO BANK ONE, MERRILLVILLE, NA with an office located at 1000 East 80th Place, Merrillville, Indiana, hereafter called the Mortgagee, the following described real estate in Lake County, State of Indiana, to-wit:

See attached Exhibit "A" for complete legal description

together with all buildings, improvements, appurtenances, and fixtures attached, erected or used in connection with the real estate or hereafter acquired, attached, erected, appurtenant or used in connection with the real estate, and together with all rents, issues, income, profits, rights, privileges, interests, easements and hereditaments thereof.

This mortgage is given to secure: (a) the payment of Mortgagors Promissory Note payable to the Mortgagee dated September 5, 1986, in the amount of ONE HUNDRED THOUSAND AND NO/100 (\$ 100,000.00) with a final payment due and payable on September 5, 1989 together with interest and any extensions or renewals thereof and likewise to secure the performance by the Mortgagor of all of Mortgagors covenants, agreements, promises, payments, and conditions contained in this mortgage, or the Note it secures, or any other instruments signed by the Mortgagor in conjunction with the indebtedness secured by this mortgage, (b) In addition, this mortgage is given to secure any and all other indebtedness or liabilities (except loans subject to the Federal Truth in Lending Act) of Mortgagors to Mortgagee or either or any of them, jointly or severally, including future advances, whether said indebtedness, liabilities or future advances be direct or indirect, primary or secondary, or contingent, which may be existing at this time or may be created at any time in the future, whether or not related to, or of the same class as the specific debt secured herein, and whether or not secured by additional or different collateral, and (c) any other debt referring to this Mortgage.

The Mortgagor for himself, his heirs, executors, administrators, successors, and assigns covenants and agrees with said Mortgagee, its successors and assigns as follows: 1. That the Real Estate mortgage hereby is free, clear, and unencumbered except as to (a) real estate taxes not yet due, (b) usual easements, covenants, and restrictions of record, (c) Real Estate Mortgage, dated August 14, 1986 from Mortgagor to American United Life Insurance Company in the original amount of \$ 2,000,000.00 which mortgage is not in default and has an unpaid balance of \$, (d) other

2. In the event this mortgage is subject to a mortgage set out in the paragraph above, or any other mortgage or encumbrance and that prior mortgage or encumbrance is in default or is foreclosed upon, then at the option of the Mortgagee this Mortgage and the Note or Notes or indebtedness it secures shall become immediately due and payable in full and further that the Mortgagee may immediately foreclose this Mortgage, all without any notice or demand whatsoever. 3. Mortgagor covenants that Mortgagor is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant, convey and assign the Property, and the Mortgagor will defend generally the title to the Property against all claims and demands, subject to any liens, easements, covenants, conditions and restrictions of record listed in a schedule of exceptions to coverage in any title insurance policy insuring Mortgagee's interest in the Property.

SEE REVERSE SIDE FOR ADDITIONAL TERMS AND CONDITIONS

IN WITNESS WHEREOF this Mortgage has been executed by the Mortgagor on this 5th day of September, 1986.

ATTEST:

BY: SEE SIGNATURE PAGE ATTACHED
Charlotte L. Keilman, Assistant Secretary

Lake County Trust Company, an Indiana Corporation as Trustee under the provisions of a Trust Agreement dated the 1st day of April, 1985 known as Trust No. 3492
BY: SEE SIGNATURE PAGE ATTACHED
Donna Lamere, Vice President & Trust Officer

ACKNOWLEDGMENT BY INDIVIDUAL OR PARTNERSHIP MORTGAGOR

STATE OF INDIANA SS:
COUNTY OF Lake

Before me, a Notary Public in and for said County and State, on this 5th day of September, A.D., 1986, personally appeared

personally known to me, and known to me to be the person(s) who (is) (are) described in and who executed the foregoing mortgage, and acknowledged the same to be (his) (their) voluntary act and deed for uses and purposes therein set forth.
WITNESS my hand and official seal.

SEE SIGNATURE PAGE ATTACHED

Notary Public

My Commission Expires: Resident of County

This instrument prepared by Richard C. Simaga, an officer of Bank One, Merrillville, NA
BOM-554 REV. 7/86

FOR Chicago Rentals
SEE DOC # 876336

CHICAGO TITLE INSURANCE COMPANY

155/85

ADDITIONAL TERMS AND CONDITIONS

4. For the duration of any indebtedness hereby secured: (a) the Mortgagor will keep the aforesaid property in its present state of repair, normal wear and tear excepted; (b) Mortgagor will pay all taxes and assessments imposed on the said property and will otherwise take such action and exercise such forbearance as may be necessary in order that the said property shall not hereafter become subject to any lien or encumbrance superior to this Mortgage; (c) Mortgagor will procure and maintain insurance with insurance companies acceptable to Mortgagee, against damage to or destruction of the improvements included in said real estate by fire or windstorm or any cause customarily included in the term "extended coverage", such insurance to be in a sum not at any time less than the value of such improvements or the total of the indebtedness then hereby secured plus all taxes, assessments and indebtedness then secured by any liens or encumbrances superior hereto on such real estate, whichever is smaller, and to be payable to the Mortgagee as its interest may appear; (d) Mortgagor will deliver the policy or a certificate evidencing said insurance to the Mortgagee and will allow Mortgagee possession of the same; (e) In the event of loss, Mortgagor shall give immediate written notice to the insurance carrier and to Mortgagee. Mortgagor authorizes and empowers Mortgagee as attorney-in-fact for Mortgagor to adjust and compromise any claim under any such insurance policies, to appear in and prosecute any action arising from such insurance policies, to collect and receive insurance proceeds, to endorse and deposit any insurance checks or drafts payable to Mortgagor, and to deduct therefrom Mortgagee's expenses incurred in the collection of such proceeds; provided however, that nothing contained in this paragraph 4 shall require Mortgagee to incur any expense or take any action hereunder, nor prevent the Mortgagee from asserting any independent claim or action versus any such insurance carrier in its own name.

5. If the Mortgagor shall fail to make any payment or to obtain any insurance, service or materials necessary for the performance of any of Mortgagor's covenants above set forth, then the Mortgagee at its option may do so, and its expenditures for any such purpose shall be added to and become part of the indebtedness hereby secured. Any amount so added shall, from the date of payment thereof by the Mortgagee, bear interest at the rate of interest set forth in the indebtedness.

6. Unless required by applicable law or unless Mortgagee has otherwise agreed in writing, Mortgagor shall not allow changes in the use for which all or any part of the Property was intended at the time this Instrument was executed. Mortgagor shall not initiate or acquiesce to a change in the zoning classification of the Property without Mortgagee's prior written consent.

7. Mortgagee may make or cause to be made reasonable entries upon and inspections of the Property at all reasonable times and access thereto shall be permitted for that purpose by the Mortgagor.

8. 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.

9. The Mortgagee at its option may extend the time for the payment of any indebtedness hereby secured, or reduce the payments thereon, or accept a note or renewal note therefor, or release any part of the security, or any person liable for the indebtedness, without consent of any junior lienholder, and without the consent of the Mortgagor. No such extension, reduction, renewal or release shall effect 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. No delay by the Mortgagee in the exercise of any of its rights hereunder shall preclude the exercise thereof so long as the mortgage is in default hereunder and no failure of the Mortgagee to exercise any of his rights because of one default shall preclude the exercise thereof for a subsequent default. The Mortgagee may enforce any one or more of its rights or remedies hereunder successively or concurrently.

10. This Mortgage shall be governed and enforced by the laws of the State of Indiana except where the Mortgagee by reason of a law of the United States or a regulation or ruling promulgated by an agency supervising the Mortgagee is permitted to have or enforce certain provisions in this Mortgage then in that event the Mortgagee may elect to have those provisions of this Mortgage enforced in accordance with the laws of the United States. In the event that any provision of this Mortgage conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage which can be given effect without the conflicting provisions, and to this end the provisions of this Mortgage are declared to be severable. In the event that any applicable law limiting the amount of interest or other charges permitted to be collected from Mortgagor is interpreted so that any charge provided for in this Mortgage, whether considered separately or together with other charges levied in connection with this Mortgage, violates such law, and Mortgagor is entitled to the benefit of such law, such charge is hereby reduced to the extent necessary to eliminate such violation. For the purpose of determining whether any applicable law limiting the amount of interest or other charges permitted to be collected from Mortgagor has been violated, all indebtedness which is secured by this Mortgage or evidenced by the Agreement and which constitutes interest, as well as all other charges levied in connection with such indebtedness which constitute interest, shall be deemed to be allocated and spread over the stated term of the Agreement.

11. If there is a default in the payments of any indebtedness hereby secured or in the performance of any of the Mortgagor's covenants set forth in this Mortgage or other instruments signed in conjunction with the indebtedness this Mortgage secured, or if Mortgagor should abandon the aforesaid property, or if said real estate of any part thereof should be attached, levied upon or seized, or if the Mortgagor should become bankrupt or insolvent or make any assignment for the benefit of creditors, or if a receiver should be appointed for the Mortgagor, then the entire indebtedness aforesaid shall, at Mortgagee's option, become immediately due and payable, without notice or demand, and the real estate shall be subject to foreclosure of this mortgage, and the Mortgagee if it elects to foreclose the same shall become entitled to the immediate possession of the aforesaid property together with the rents, issues, income and profits therefrom and all amounts due are payable without relief from valuation or appraisal laws and Mortgagor will pay all costs and attorneys' fees incurred by Mortgagee in the enforcement of the terms of this Mortgage.

12. (i) The word "Mortgagor" as used herein shall include all persons executing this mortgage and the word "Mortgagee" shall mean its respective successors and assigns. The singular shall mean the plural and the plural shall mean the singular and the use of any gender shall be applicable to all genders; (ii) Any forbearance by Mortgagee in exercising any right or remedy hereunder or otherwise afforded by applicable law or equity, shall not be a waiver of or preclude the exercise of any such right or remedy; (iii) Each remedy provided for in this Mortgage is distinct and cumulative to all other rights and remedies under this Mortgage or afforded by applicable law or equity, and may be exercised concurrently, independently or successively in any order whatsoever; (iv) That no change, amendment or modification of this Mortgage shall be valid unless in writing and signed by the Mortgagor and Mortgagee or their respective successors and assigns.

THIS MORTGAGE is executed by the LAKE COUNTY TRUST COMPANY, 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 said Lake County Trust Company, hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in said principal note contained shall be construed as creating any liability on said Lake County Trust Company personally to pay the said principal note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant, either express or implied herein contained, all such liability, if any, being expressly waived by Mortgagee and by every person now or hereafter claiming any right or security hereunder, and that so far as said Lake County Trust Company personally is concerned, the legal holder or holders of said principal notes and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby mortgaged for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said principal notes provided or by action to enforce the personal liability of the guarantor, if any.

IN WITNESS WHEREOF, LAKE COUNTY TRUST COMPANY, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Vice President and Trust Officer and attested by its Assistant Secretary this 5th day of September, 1986.

LAKE COUNTY TRUST COMPANY, not personally but as Trustee under the provisions of a Trust Agreement dated April 1, 1985 and known as Trust No. 3492.

BY: Donna LaMere
Donna LaMere, Vice President & Trust Officer

ATTEST:

BY: Charlotte L. Keilman
Charlotte L. Keilman, Assistant Secretary

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

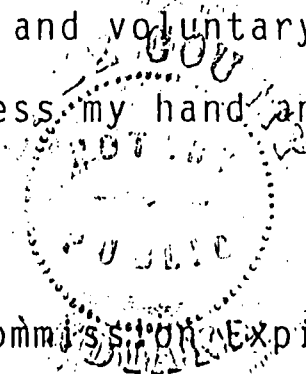
Before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Donna LaMere, Vice President and Trust Officer and Charlotte L. Keilman, Assistant Secretary of the Lake County Trust Company, who acknowledge the execution of the foregoing instrument as the free and voluntary act of said corporation, and as their free and voluntary act acting for such corporation, as Trustee.

Witness my hand and seal this 12th day of September, 1986.

Angeline Bravos
Angeline Bravos - Notary Public

Resident: Lake County, Indiana

My Commission Expires:
May 15, 1989



SCHEDULE "A"

PARCEL 1:

Lots 2 and 3, Merrillville Road Plaza, as shown on plat recorded in Plat Book 59, page 31, in Lake County, Indiana.

PARCEL 2:

An easement for access over and across the West 45 feet of the North 40 feet of Lot 5, Broadway Center, as shown in Plat Book 56, page 31, in Lake County, Indiana, as granted in Easement Agreement dated September 25, 1985, recorded February 21, 1986 as Document No. 842205, in the Recorder's Office of Lake County, Indiana, made by E. N. Maisel and Associates, a Michigan Partnership, and Lake County Trust Company, as Trustee under Trust Agreement dated April 1, 1985 and known as Trust No. 3492.

PARCEL 3:

The easement rights granted or reserved to the owners of Parcel 1 herein to use the access easements, sidewalks and parking areas described in Amended Declaration of Protective Covenants and Restrictions for Merrillville Road Plaza, dated June 26, 1985 and recorded July 6, 1985 as Document No. 813076 in the Recorder's Office of Lake County, Indiana.