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City: Elgin & C. Heits & Associates

Feb 74

1000 E. 80<sup>th</sup> Place  
Merrillville, IN

Indiana

Commercial Real Estate Loan  
(Variable Rate)

893392

MORTGAGE

THIS INDENTURE WITNESSETH, That LAKE COUNTY TRUST COMPANY TRUSTEE OF TRUST NUMBER 3676 DATED DECEMBER 10, 1986, an Indiana Trust, having its principal offices at Twin Towers, Suite 414 South, Merrillville, Indiana, 46410-5608 ("Mortgagor"), MORTGAGES AND WARRANTS to AMERITRUST COMPANY NATIONAL ASSOCIATION, an Ohio financial institution with its principal offices located at 900 Euclid Avenue, Cleveland, Ohio 44101 ("Mortgagee") the real estate located in Lake County, Indiana which is more particularly described in Exhibit "A", attached hereto and incorporated herein together with all tenements, hereditaments, rights, privileges, interests, easements and appurtenances belonging to or in any way appertaining to such real estate, and all rents, issues, income and profits thereof, and all buildings and improvements now or hereafter situated on such Real Estate and all fixtures, appliances, apparatus, equipment or articles now or hereafter situated on or used in connection with such Real Estate and owned by Mortgagor including, but not in limitation of the preceding, all gas, water and electric fixtures, radiators, heaters, engines and machinery, boilers, ranges, elevators and motors, plumbing and heating fixtures, water heaters, air conditioning apparatus and units, refrigerating equipment, refrigerators, cooking apparatus, window screens, awnings, storm sash, doors and carpeting (which are or shall be attached to said building, structures or improvements), partitions, machinery, cranes, equipment, personal property of every kind and nature whatsoever now or hereafter owned by Mortgagor and located in, on or about, or used or intended to be used with or in connection with the use, operation or enjoyment of the real estate, including all extensions, additions, improvements, betterments, renewals and replacements of any of the foregoing and all the right, title and interest of the Mortgagor in any such property or fixtures whether physically attached to the real estate or not, (hereinafter collectively referred to as the "premises") and it is agreed that all similar fixtures, appliances, apparatus, equipment or articles hereafter placed on such premises by the Mortgagor, and owned by Mortgagor, its successors or assigns, including all replacements or substitutions therefor, shall be considered as constituting part of such premises, all to the use and benefit of Mortgagee, its successors and assigns, and transfers and grants to Mortgagee a security interest in all equipment and fixtures now or hereafter owned by Mortgagor and located upon the premises.

This Mortgage is given as a security for the performance and observance of the covenants and agreements herein contained and contained in other agreement executed by Mortgagor to Mortgagee in connection with the indebtedness secured hereby, including but not limited to an Assignment of Leases and Rents of even date herewith (hereinafter collectively referred to as the "Security Documents"), and to secure the payment when due of that certain Note executed by Mortgagor of even date and concurrently with this Mortgage and payable to the order of Mortgagee in the principal sum of TWO MILLION FIVE HUNDRED THOUSAND AND NO/100 (\$ 2,500,000.00), together with interest upon the unpaid principal balance thereof at the rate of interest specified therein, computed and payable monthly on the 15th day of each month after the date of said note, until January 15, 1989, and providing that commencing on the latter date and consecutively on the 15th day of each and every month thereafter, the principal shall be payable in monthly installments as listed on said note and the interest aforementioned shall be payable monthly on the same dates as principal payments are payable; and the balance of said principal and interest shall be due and payable on December 15, 1996; which note further provides that principal and/or interest shall be payable at its office and that in the event of any default in the payment of interest or principal when the same become due, Mortgagee may collect a late charge on any principal and/or interest payment paid and accepted more than ten (10) days after the due date thereof, or on such default said interest and the balance of unpaid principal shall, at the option of Mortgagee, bear interest each day at the applicable rate, which as used herein shall be the higher of eighteen percent (18%) per annum, based on a year having 360 days and calculated for the actual number of days elapsed, or at the default rate set forth in said note, until paid; notice of the exercise of said option being expressly waived.

For 893392 see doc. #

CHICAGO TITLE INSURANCE COMPANY  
INDIANA DIVISION

15.50  
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Mortgagor reserves the right to make additional payments of principal on any due date; any amount so prepaid shall be applied to the final payment of principal so that principal payments shall continue to become due on each and every due date. Said loan may be prepaid in full at any time without penalty to Mortgagor.

WHEREAS Mortgagor, in addition to paying said monthly installments of principal and interest as provided in the aforementioned promissory note, agrees that Mortgagee's acceptance of less than the entire installment of principal due or payments of interest computed at a rate less than the maximum permitted to be charged under the terms of said note, or hereunder, shall not constitute a waiver of its right to thereafter require the payment of full installments of principal, and interest computed at such maximum rate, and also agrees:

(a) To pay the annual taxes, assessments, and reassessments levied against the premises hereinabove described and in event of the failure of Mortgagor to pay such sums as agreed, Mortgagee, at its option, may collect, and Mortgagor agrees to pay, late charges at the same rate provided in said promissory note to be paid upon delinquencies arising thereunder;

(b) To pay all water rents, sewer service charges, and other governmental or municipal charges and rates levied, imposed, or charged against premises as the same become due and payable, and to pay all monthly installments required to be paid hereunder and accumulated for the payment of taxes, assessments, and reassessments imposed and levied upon premises, if so provided herein, otherwise to pay the said taxes, assessments, and reassessments direct to the County Treasurer as the same become due and payable;

(c) To pay all charges for appraisals and reappraisals of premises which Mortgagee may require, and all court costs and expenses which Mortgagee may elect to advance in order to keep unimpaired, protect, and preserve the title thereto;

(d) To keep the buildings now or hereafter situated upon premises at all times, until payment of this mortgage and the said note, insured against loss or damage by fire, tornado, windstorm, cyclone, riot, civil commotion, vandalism, flood, or other such hazard, as Mortgagee now or hereunder requires, in an amount satisfactory to Mortgagee, under policies which shall provide for the payment of any loss thereunder to Mortgagee, as its or their interest may appear; and, shall provide Mortgagee with either signed copies or certificates of all policies of insurance required herein and not less than thirty (30) days prior to the expiration date of any such policy, Mortgagor shall deliver to Mortgagee a certificate from the existing or replacement insurer satisfactory to Mortgagee in substance and in form as to the issuance and effectiveness of such policy and the amount and extent of coverage afforded thereby.

(e) To keep and maintain all buildings now or hereafter situated upon premises at all times in good and substantial repair.

(f) To furnish annually to Mortgagee upon request, or at such other intervals, as are consonant with good accounting practice, audited statements of income and expense and balance sheets; and, such other information about Mortgagor's financial condition, operations and properties as Mortgagee may from time to time request.

And Mortgagor further agrees that in the event of Mortgagor's failure to comply with any or all of the said promises and agreements hereinabove set forth, then Mortgagee shall be and hereby is authorized and empowered at its option, and without obligation to do so to procure such insurance and pay the premiums therefore; to pay such unpaid water rents, sewer service charges, and

other governmental or municipal charges and rates, and all or any part of the unpaid taxes, assessments and reassessments, if in its judgment the same are just and valid; to pay the cost of such appraisals, reappraisals, and extensions of title; to enter or have its agents enter upon premises whenever reasonably necessary for the purpose of inspecting premises or making such repairs or installations as it deems necessary to preserve premises or protect the same from vandalism, without thereby becoming liable as a trespasser or mortgagee in possession, and to pay for such repairs and installations; and Mortgagor agrees that Mortgagee shall thereupon have a claim against Mortgagor for all sums paid by it for such insurance, water, rents, sewer service charges, and other governmental or municipal charges and rates, taxes, assessments, and reassessments, appraisals, reappraisals, extensions of title, repairs and installations, together with a lien upon premises for the sums so paid, plus interest at applicable rate as aforesaid.

And Mortgagor further agrees that if, because of any default hereunder, or because of the filing or contemplated filing of any legal proceedings affecting the premises, Mortgagee deems it necessary to obtain an additional evidence of title, Mortgagee may procure the same, pay the cost thereof, and shall have an immediate claim against Mortgagor therefore, together with a lien upon premises for the amount so paid, with interest at the applicable rate as aforesaid and may cause premises to be sold in any such legal proceedings whether commenced by Mortgagee or any other party, in one parcel or in separate parcels of such dimensions as Mortgagee may determine; and that a sale of any part of premises shall not invalidate the lien of this mortgage on the balance remaining unsold.

And Mortgagor further agrees not to commit waste upon premises, or suffer waste to be committed thereon; and in the event of the commission of such waste, agrees that Mortgagee shall be entitled to immediately restrain such actions by injunction or other appropriate proceeding.

And Mortgagor also agrees that, unless the written consent of Mortgagee is first obtained, (a) premises or any part thereof or interest therein shall not be sold or disposed of by land contract or otherwise; (b) no other party shall in any manner be permitted or allowed to make or agree to make the payments required on the indebtedness secured hereby; (c) all or any part of the beneficial or equitable interest in premises or any part thereof shall not in any way be sold, transferred or disposed of; and (d) any general partner, shareholder or beneficiary of either a partnership, corporation or trust, respectively, now or hereafter obligated under this mortgage or the indebtedness secured hereby shall not assign and/or transfer any of its interest therein; and (e) any corporation, partnership or trustee now or hereafter obligated under this mortgage or the indebtedness secured hereby shall not cease to exist and/or be a party to any merger or consolidation; and should any of the foregoing occur without such written consent of Mortgagee, then at the option of Mortgagee, and without notice, all sums owing upon this mortgage and the note secured hereby shall at once become due and payable, anything in this mortgage or the aforesaid note to the contrary notwithstanding.

And Mortgagor further agrees that the assumption of liability for the payment of the indebtedness hereby secured, by any subsequent owner or owners of premises, shall not release Mortgagor from liability for the payment of the said note or any sums advanced under and secured by this mortgage; and that the release of any assumer from such liability or any forbearance or indulgence of Mortgagee, or extensions of time for the payment of all or any part of the indebtedness secured hereby, or the release of a part of premises from the lien of this mortgage, for, or without, payment of a consideration, shall not in any manner diminish or reduce the liability of Mortgagor for the payment of the indebtedness now or hereafter secured hereby; and that any payments made upon the said indebtedness shall be deemed to have been made on behalf and for the benefit of all parties obligated to pay the same. Mortgagor also agrees that the acceptance of payments in excess of the installments provided to be paid upon the above-mentioned promissory note or the consideration paid for any such release shall not alter nor diminish the obligation of Mortgagor to thereafter make payments in the amounts and on the dates provided therein, until the same is fully paid.

And Mortgagor further authorizes and empowers Mortgagee, at its option, to adjust and compromise any loss covered by the aforementioned insurance policies upon premises, to collect and receive the proceeds, endorse checks and drafts issued therefore, and provided: that there exists no default under this mortgage or the note secured hereby, that restoration or repair is

economically feasible, that the security of this mortgage is not impaired thereby, and that Mortgagee is assured there are sufficient funds to complete such work, Mortgagee will upon terms and conditions sufficient to protect Mortgagee release and permit the use of such proceeds for the restoration or repair, otherwise Mortgagee may apply such proceeds as it sees fit upon the then remaining unpaid balance of the indebtedness now or hereafter secured hereby, whether then due or thereafter becoming due. Further, in the event of a foreclosure hereon, all right, title, and interest of Mortgagor in said insurance policies, including, but not limited to, the surrender value thereof, is hereby transferred and assigned to Mortgagee, and Mortgagee is hereby empowered to assign, transfer, or surrender said policies and receive all or any part of the proceeds therefrom.

And Mortgagor further authorizes and empowers Mortgagee to collect and receive any and all damages paid and awards heretofore or hereafter made as the result of the appropriation of all or part of premises, and to apply the net proceeds therefrom as a credit upon any part of the mortgage indebtedness whether then due or thereafter becoming due.

And Mortgagor further agrees that in the event of Mortgagor's failure to keep premises insured, or if premises are put to any other use which, in the sole judgment of Mortgagee, materially changes the character, use, or number of occupants thereof, or violates any provision of the then existing health or building code statutes or regulations, or if the aforesaid water rents, sewer service charges, and other governmental or municipal charges and rates, or any installment of interest or principal on said note, or the taxes, assessments, and reassessments, or premiums of insurance, or other indebtedness, be not paid when due as herein provided, or if waste be committed upon premises, or if the building or buildings now or hereafter situated upon premises are altered, remodeled, or demolished without the consent of Mortgagee, or if premises, any building, or buildings, presently existing, or hereafter erected thereon, now or subsequently, are used contrary to the laws, statutes, ordinances, or regulation respecting the use thereof, or if by reason of the filing of legal proceedings or for any other cause whatsoever any one other than Mortgagor obtains the right to collect the rents or income derived from premises, or anyone prays for partition, the foreclosure of a lien upon; and/or judicial sale of premises, or in the event of any default in the observances or performances of any of the terms, provisions, conditions, covenants, promises, or stipulations of this mortgage or the promissory note secured thereby, or in the construction loan or any other agreement entered into in connection herewith, or the disclosure of any misrepresentation as to the legal or other status of Mortgagor or the failure of Mortgagor to inform Mortgagee of the existence of any outstanding land contract, then at the option of Mortgagee, and without notice, all sums owing upon this mortgage and the note secured thereby shall at once become due and payable, and thereupon Mortgagee, itself or through using the services of a management company or other agent selected by Mortgagee, and provided premises are not a single residence occupied by Mortgagor, may take possession of premises, collect the rents and profits accruing therefrom, rent premises, and after deducting costs, fees and its reasonable charges incurred in connection with premises or the rental thereof, apply the proceeds to the payment of said note, or to the performance of any of the agreements above recited, and continue to do so until full payment and performance shall have thus been effected, and may also exercise any and all rights which it holds in law or equity under the within mortgage and the promissory note secured thereby, and further, that failure to assert any right arising thereunder or upon the promissory note secured hereby shall not constitute a waiver of the right to do so thereafter.

And Mortgagor also agrees that in the event of the passage of any laws imposing taxation of notes and mortgages or the avails thereof or any changes or amendments to such laws increasing any such taxes, Mortgagor will, upon thirty days' notice to Mortgagor's last known address, pay to Mortgagee any sums paid by Mortgagee for such taxes, and upon failure to do so all sums due under this mortgage and note secured hereby shall at the option of Mortgagee become immediately due and payable.

And Mortgagor acknowledges and agrees; that this mortgage is intended to, and shall, secure not only the original indebtedness referred to herein, but any and all future advances made by Mortgagee to Mortgagor and that Mortgagee shall also have a lien by virtue of this mortgage on premises to secure all other liabilities and indebtedness, direct or contingent, now or hereafter

owing by the Mortgagor to Mortgagee, provided, however that in the event premises are used or expected to be used as the principal residence of Mortgagor then the foregoing shall not operate to grant a lien unless such future advances or liabilities, other than the original indebtedness referred to herein, arise from transactions that are exempt under any truth-in-lending law or regulation; that this mortgage shall secure any unpaid balances of advances made with respect to premises for the payment of taxes, assessments, insurance premiums or costs incurred for the protection of premises; that Mortgagee shall have the benefit of all statutes and other laws now existent or henceforth enacted to assure repayment of any such future advances plus interest thereon; that to secure the payment of said original indebtedness and future advances Mortgagee shall also have a lien upon all other personal property and securities now or hereafter in its possession belonging to Mortgagor; that Mortgagee may pursue its rights upon aforementioned note and any note or instruments hereafter executed to evidence any future advances without first exhausting its rights hereunder, that all rights, powers and remedies conferred upon Mortgagee herein are in addition to each and every other right which Mortgagee has hereunder in equity or by law, and may be enforced concurrently therewith; that Mortgagee shall be subrogated to the rights and seniority of any prior lien paid or released by reason of the application thereon of any of the proceeds hereof, and that each and all of the covenants, agreements, and provisions shall bind the respective heirs, executors, administrators, successors, and assigns of Mortgagor and Mortgagee herein, and all others who subsequently acquire any rights, title, or interest in premises, or to the within mortgage and the promissory note secured hereby.

Mortgagor agrees to pay the principal and all installments of the principal of and interest on the indebtedness secured hereby as and when the same respectively become due as provided in the Note or Notes evidencing any indebtedness to the Mortgagor, without relief from valuation and appraisal laws. In the event the premises are sold under foreclosure and the proceeds together with the rents, issues, income and profits collected by Mortgagee are insufficient to pay the total indebtedness secured by this Mortgage, Mortgagee shall be entitled to a deficiency judgment against the Mortgagor.

The Mortgagor authorizes the Bank to execute and file one or more financing statements, this mortgage and any other documents, instruments or statements of any kind on its behalf and without the signature of the Mortgagor in those public offices deemed necessary by the Bank in its sole discretion to perfect and continue the perfection of the security interest granted hereunder in any personalty and/or fixtures on the premises and to protect, defend and further assure the grant, validity and perfection thereof. In addition, the Mortgagor will, at its expense, deliver or cause to be delivered such other documents, as the Bank may request to secure payment of the indebtedness referred to herein or to further perfect, protect and defend the security interest granted herein.

Whereever possible each provision of this mortgage shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this mortgage shall be prohibited by or invalid under applicable law, in whole or in part, such provision shall be severable and ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this mortgage.

It is expressly understood and agreed that each and all of the representations, covenants, undertakings and agreements herein made on the part of the trustee-mortgagor or on the part of the trustee-buyer, while in form purporting to be the representation, covenants, undertakings and agreements of said trustee, are, never the less, each and every one of them made and intended not as personal representations, covenants, undertakings and agreements by the trustee or for the purpose or with the intention of binding said trustee personally, but this instrument is executed and delivered by said trustee-mortgagor and said trustee-buyer, not in its own right, but solely in the powers conferred upon it as such trustee; and that no personal liability or personal responsibility is assumed by, nor which at any time be asserted or enforceable against, the trust company, on account of this instrument or on account of any representation, covenants, undertakings or agreement of said trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

This mortgage is subject to being approved and accepted by an officer of Mortgagee in Cleveland, Ohio, and Mortgagor waives acceptance or notice of acceptance hereof.

IN WITNESS WHEREOF, this mortgage has been executed at Crown Point, Indiana, this 23rd day of December, 19 86.

SIGNED AND ACKNOWLEDGED IN PRESENCE OF

Lake County Trust Company, as Trustee under Trust No. 3676

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

BY: Donna LaMere  
Donna LaMere  
Vice President and Trust Officer

(Trust Acknowledgment)

STATE OF INDIANA )  
County of LAKE ) SS.

BEFORE ME, a Notary Public in and for said County and State, personally \* appeared the above-named Donna LaMere, Vice President and Trust Officer, who acknowledged the execution of the foregoing instrument and that the same is their free act and deed.

\*and Charlotte L. Keilman, Assistant Secretary of Lake County Trust Company

IN TESTIMONY WHEREOF, I have set my hand and official seal, at Crown Point, Indiana, this 23rd day of December, 19 86.

My Commission Expires:

May 15, 1989  
My County of Residence:  
Lake

Angeline Bravos  
Notary Public  
Angeline Bravos

Printed

(Corporation Acknowledgment)

STATE OF INDIANA )  
County of \_\_\_\_\_ ) SS.

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named \_\_\_\_\_, by \_\_\_\_\_ its \_\_\_\_\_ and \_\_\_\_\_ its \_\_\_\_\_ who acknowledged execution of the foregoing instrument for and on behalf of said Corporation, by authority of its Board of Directors, and that the same is the free act and deed of said Corporation, and the free act and deed of each of them personally and as such officers.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, at \_\_\_\_\_, Indiana, this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_.

My Commission Expires:

My County of Residence:  
\_\_\_\_\_

\_\_\_\_\_  
Notary Public  
Printed

Prepared by: Joy Gaydos h

(Partnership Acknowledgment)

STATE OF INDIANA )  
 ) SS.  
 )  
\_\_\_\_\_

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named \_\_\_\_\_  
by \_\_\_\_\_, its \_\_\_\_\_  
and \_\_\_\_\_, its \_\_\_\_\_  
who acknowledged execution of the foregoing instrument for and on behalf of  
said Partnership by authority of its Partnership Agreement, and that the same  
is the free act and deed of said Partnership, and the free act and deed of  
each of them personally and as such partners.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal,  
at \_\_\_\_\_, Indiana, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

My Commission Expires:

\_\_\_\_\_  
My County of Residence:

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Printed

EXHIBIT "A"

Parcel 1: Lots 9 and 10, Block 2, Grugel's Glen Park 1st Addition, Section 4, in the Town of Griffith, as shown in Plat Book 34, page 45, in Lake County, Indiana.

Parcel 2: Lot 7 excepting therefrom the East 32 feet thereof, and Lot 8, Block 2, Grugel's Glen Park 1st Addition, Section 4, in the Town of Griffith, as shown in Plat Book 34, page 45 in Lake County, Indiana.

Parcel 3: (A) Lots 11 and 12, Block 2, Grugel's Glen Park 1st Addition, Section 4, in the Town of Griffith, as shown in Plat Book 34, page 45, in Lake County, Indiana.

(B) Lots 13 and 14, Block 2, and Lots 1 to 4, both inclusive, Block 7, Grugel's Glen Park 1st Addition, Section No. 6, in the Town of Griffith, as shown in Plat Book 36, page 34, in Lake County, Indiana.

(C) Lots 5 and 6, Block 7, Grugel's Glen Park 1st Addition, Section No. 7, in the Town of Griffith, as shown in Plat Book 37, page 21, in Lake County, Indiana.

Parcel 4: Lots 7 to 11 both inclusive, Block 7, Grugel's Glen Park 1st Addition, Section No. 7, in the Town of Griffith, as shown in Plat Book 37, page 21, in Lake County, Indiana.

Parcel 5: Lot 12, Block 7, Grugel's Glen Park 1st Addition Sec. 7, in the Town of Griffith, as shown in Plat Book 37, page 21, in Lake County, Indiana.

Parcel 6: Lots 1 and 2, Scherwood 6th Addition to the Town of Griffith, as shown in Plat Book 39, page 8, in Lake County, Indiana.

Parcel 7: Lot 6 and the East 32 feet of Lot 7, Block 2, Grugel's Glen Park 1st Addition, Section 4, as shown in Plat Book 34, page 45, in Lake County, Indiana.

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