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^ umberger, Krauss & Jacobs 23.00  
180 N. La Salle  
Chgo, Ill  
5-5000  
B-429802 LD  
Return: A.M

LEASEHOLD MORTGAGE

THE UNDERSIGNED, FIRST CITIZENS BANK, N.A.,\* not personally but as Trustee under Trust Agreement dated July 7, 1966 and known as Land Trust Number 8-1113 (hereinafter referred to as "Mortgagor"), for valuable consideration, the receipt of which is hereby acknowledged and pursuant to the direction of CENTRAL STATES INVESTMENTS, LTD., an Indiana limited partnership and sole owner of the beneficial interest of the aforementioned trust (herein "Beneficiary"), does hereby mortgage, assign, and grant a security interest to FIRST CITIZENS BANK, N.A., (hereinafter referred to as "Bank") in the following described property.

- A. Borrower's leasehold interest in and to that real estate situated in Lake County, State of Indiana, the description of which is set forth in Exhibit "A" attached hereto and by reference made a part hereof (herein the "Real Estate") which leasehold interest arises by virtue of that certain lease dated the 6th day of October, 1967, as amended by instrument dated May 26, 1978, and originally entered into by Graceland Shopper Limited Partnership, successor in interest to Tri-State-Columbus Enterprises, Inc., as Landlord and Mortgagor as Tenant, as evidenced by that certain Memorandum of Lease dated October 6, 1967 and recorded October 31, 1967 as Document No. 727725 in the Lake County Recorder's office, together with all rights, privileges, interests, easements, improvements, appurtenances, fixtures and hereditament therein, thereon or thereto belonging.
- B. All fixtures and leasehold improvements, including buildings and structures now existing or hereafter constructed or located in or upon the Real Estate.
- C. All heating, ventilation and air conditioning equipment and ductwork, plumbing and electrical components now existing or hereafter constructed or located in or upon the Real Estate.
- D. All contract rights and general intangibles now owned or hereafter acquired by Mortgagor and/or Beneficiary in connection with the above Real Estate referred to in paragraph A above, including Mortgagor's option to renew the above referenced lease.
- E. All cash or non-cash proceeds of any of the foregoing, including insurance proceeds.

CHICAGO TITLE INSURANCE COMPANY  
CHICAGO, ILLINOIS

STATE OF ILLINOIS  
LAKE COUNTY  
FILED FOR RECORDING

JUL 7 1 25 PM '87

WILLIAM BLASTICK  
L.C. RECORDER

OK  
23.00

\*(successor by way of merger to First Merchants National Bank of Michigan City)

together with all after-acquired property of such description, replacements, substitutions, additions, accessions and proceeds of all of the foregoing, all of which property is collectively hereinafter referred to as "Collateral".

This Leasehold Mortgage is given to secure the following:

A. That certain Commercial Promissory Note executed by Beneficiary to Bank and dated June 25, 1987, in the original principal amount of \$1,600,000.00, with interest thereon as provided in said note, and with any unpaid balance of principal and interest being due and payable on June 25, 2002 (herein the "Note"); and

B. Any renewal, extension or replacement of indebtedness referred to in Paragraph A; and

C. All liability and indebtedness of James C. Saunders arising under the Guaranty of the indebtedness of Beneficiary of even date herewith; and

D. Any other indebtedness which either Trustee or Beneficiary may from time to time owe Bank including, but not necessarily limited to, indebtedness arising from overdrafts on depositor accounts maintained by Beneficiary with Bank and indebtedness arising from Bank making payment to beneficiaries under letters of credit issued by Bank at the request of Beneficiary; and

E. All interest, attorney fees, and costs of collection on the obligations referred to in paragraphs A through D above, together with any extensions or renewals thereof, and all other liabilities of Trustee and/or Beneficiary in favor of Bank, direct or indirect, absolute or contingent, whether now existing or hereafter arising.

F. The performance by Mortgagor and/or Beneficiary, respectively, of all Mortgagor's and/or Beneficiary's covenants, agreements, promises, payments and conditions contained in this Mortgage agreement.

The Mortgagor shall have and hold the mortgaged premises unto the Mortgagee, for the purposes and uses set forth herein under the following terms and conditions:

#### ARTICLE 1. COVENANTS

Mortgagor and Bank acknowledge that nothing in this Mortgage or in the Note or obligations which it

contained under Article I of the Leasehold Mortgage granted by First Citizens Bank, N.A., as Bank, and dated the 25th day of June, 1987, and further acknowledges that any failure on its part to perform any such covenant as contained in the aforementioned Leasehold Mortgage shall constitute an act of default under Section 2.01 of said Leasehold Mortgage.

Executed this 25th day of June, 1987.

CENTRAL STATES INVESTMENTS, LTD.

By Central States Motel Investments, Inc., its General Partner

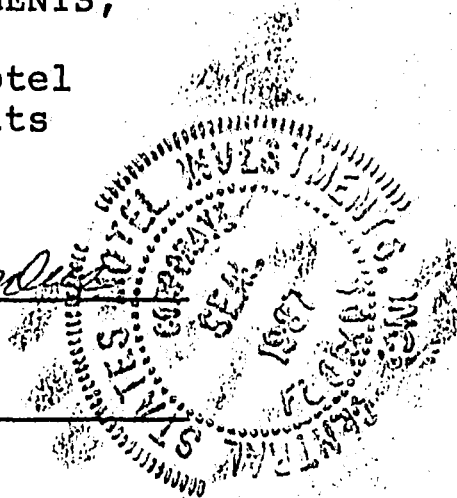
By :

James C. Saunders

Its :

President

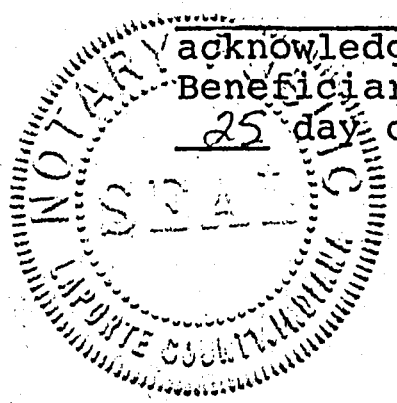
"Beneficiary"



STATE OF INDIANA )  
 ) ss:  
LaPorte County )

ACKNOWLEDGEMENT

Before me a Notary Public in and for said County and State personally appeared CENTRAL STATES INVESTMENTS, LTD. by Central States Motel Investments, Inc., its General Partner, by James C. Saunders its president, as Beneficiary as aforesaid and acknowledged the execution of the above and foregoing Beneficiary's Acknowledgment as Beneficiary therein, this 25 day of June, 1987.



Melinda R. Epley

Notary Public residing in LaPorte County, Indiana

My Commission Expires:

Melinda R. Epley, Notary Public My commission expires:  
A resident of LaPorte County, IN November 8, 1988

**EXHIBIT "A"**  
**To Leasehold Mortgage and Security Agreement**

That part of the Southeast one-quarter (¼) of Section 17, Township 36 North, Range 9 West of the Second Principal Meridian in the City of Hammond, Lake County, Indiana, described as follows: Starting at the East line of said Section 17 on the Southerly Right-of-Way line of the Tri-State Highway (formerly 177th Street), thence North 89 degrees 40 minutes West along said Right-of-Way line 1168.29 feet, thence continuing on said Right-of-Way line South 80 degrees 19 minutes West 303.65 feet to the place of beginning, thence South 37 degrees East 407.25 feet, thence South 53 degrees West 297.75 feet, thence South 37 degrees East 150.39 feet, thence South 53 degrees West 183 feet to the Westerly face of proposed Howard Johnson Restaurant, thence North 37 degrees West along last said face 6.83 feet; thence South 53 degrees West 72 feet, thence North 37 degrees West 51 feet; thence South 53 degrees West 36 feet more or less to the Easterly Right-of-Way line of Indianapolis Boulevard, thence Northwesterly and Northeasterly along last said Easterly right-of-way line to the place of beginning.

That part of the Southeast one-quarter (¼) of Section 17, Township 36 North, Range 9 West of the Second Principal Meridian in the City of Hammond, Lake County, Indiana, described as follows: Starting at the East line of said Section 17, and the Southerly Right-of-Way line of the Tri-State Highway (formerly 177th Street), thence North 89 degrees 40 minutes West along said Right-of-Way line 1168.29 feet, thence continuing on said Right-of-Way line South 80 degrees 19 minutes West 303.65 feet, thence continuing on said Right-of-Way line South 41 degrees 25 minutes West 394.73 feet, thence continuing on said Right-of-Way line (also Easterly Right-of-Way line of Indianapolis Boulevard) South 19 degrees 27 minutes West 178.04 feet, thence continuing on said Right-of-Way line South 21 degrees 28 minutes 30 seconds East 145.88 feet, thence continuing on said Right-of-Way line South 32 degrees 19 minutes 30 seconds East 460.76 feet to the place of beginning, thence South 21 degrees 57 minutes 30 seconds East along last said Easterly right-of-way line 31.04 feet, thence North 53 degrees East 321.16 feet, thence North 37 degrees West 250.00 feet, thence South 53 degrees West 183 feet to the Westerly face of the proposed Howard Johnson Restaurant, thence North 37 degrees West along last said face 6.83 feet, thence South 53 degrees West 72 feet, thence North 37 degrees West 51 feet, thence South 53 degrees West 36 feet more or less to the Easterly Right-of-Way line of Indianapolis Boulevard, thence South 32 degrees 19 minutes 30 seconds East 278 feet more or less to the place of beginning.

Non-exclusive easement in perpetuity over, upon and across the surface of the following described parcel of real estate (herein called "easement parcel") situated in Lake County, Indiana, to-wit:

The Southwesterly 35 feet of the Southerly 210 feet of that part of the Southeast one-quarter (¼) of Section 17, Township 36 North, Range 9 West of the Second Principal Meridian in the City of Hammond, Lake County, Indiana, described as follows: Starting at the East line of said Section 17, and the Southerly Right-of-Way line of the Tri-State Highway (formerly 177th Street), thence North 89 degrees 40 minutes West along said Right-of-Way line 1168.29 feet, thence continuing on said Right-of-Way line South 80 degrees 19 minutes West 303.65 feet, thence continuing on said Right-of-Way line South 41 degrees 25 minutes West 394.73 feet, thence continuing on said Right-of-Way line (also Easterly Right-of-Way line of Indianapolis Boulevard) South 19 degrees 27 minutes West 178.04 feet, thence continuing on said Right-of-Way line South 21 degrees 28 minutes 30 seconds East 145.88 feet, thence continuing on said Right-of-Way line South 32 degrees 19 minutes 30 seconds East 290 feet to the place of beginning, thence North 53 degrees East 200 feet, thence North 37 degrees West 200 feet, thence North 53 degrees East 100 feet, thence South 37 degrees East 610.39 feet, thence South 53 degrees West 345.49 feet to the Easterly Right-of-Way line of Indianapolis Boulevard, thence Northerly along last said Right-of-Way line to the place of beginning.

As appurtenant to and for the benefit of the owners and occupants from time to time of the Tracts 1 and 2 described herein and for the use of the same, in common with the Grantor, its grantees and assigns, and others whom the Grantor, its grantees and assigns, may admit to the use of the same, for the purpose of a roadway for pedestrians and vehicles and of affording access to and from Indianapolis Boulevard and Tracts 1 and 2 described herein, as created by Trustee's Deed dated September 30th, 1965, and recorded October 28th, 1965, in book 1304 at page 259 as Document number 639855, from Lake County Trust Company, as Trustee under the provisions of a Trust Agreement dated August 1st, 1961, and known as Trust No. 829, grantor to Helen M. Maslanka, grantee.

THIS INSTRUMENT is executed by the undersigned Trustee, not personally but solely as Trustee under the terms of that certain agreement dated the 7<sup>th</sup> day of JULY, 1966, creating Trust No. 8-1113; and it is expressly understood and agreed by the parties hereto, anything herein to the contrary notwithstanding, that each and all of the covenants, undertakings, representations and agreements herein made, are made and intended not as personal covenants, undertakings, representations and agreements of the Trustee, individually, or any beneficiaries under said Trust No. 8-1113, or for the purpose of binding the said Trustee or any of said beneficiaries personally, but this instrument is executed and delivered by FIRST CITIZENS BANK, N.A., as Trustee, solely in the exercise of the powers conferred upon it as such Trustee under said agreement, and no personal liability or personal responsibility is assumed by, nor shall at any time be asserted or enforced against FIRST CITIZENS BANK, N.A., or any of the beneficiaries of such trust, on account hereof, or on account of any covenant, undertaking, representation or agreement herein contained, either expressed or implied, on all such personal liability, if any, being hereby expressly waived and released by the parties hereto or holder hereof, and by all persons claiming by or through or under, said parties or holder hereof.

FIRST CITIZENS BANK, N.A.,  
SUCCESSOR BY MERGER TO  
FIRST MERCHANTS NATIONAL  
BANK,  
NOT INDIVIDUALLY BUT AS TRUSTEE  
UNDER TRUST AGREEMENT DATED THE  
7<sup>TH</sup> DAY OF JULY,  
1966, AND KNOWN AS TRUST NO.  
8-1113.

A T T E S T:

David Forbes  
DAVID FORBES  
TRUST OFFICER

By: Quinn D. Meuth

Attached to and part of a certain LOAN AGREEMENT  
executed this 25<sup>TH</sup> day of JUNE, 1987.

Mortgagor personally to pay the Note or other obligations or to perform any covenant contained herein. Rather, Bank and Mortgagor acknowledge that the following covenants shall be performed by and be the obligation of the Beneficiary of such Land Trust who, by executing the acknowledgement attached to and made a part of this Leasehold Mortgage, agrees to be bound by the following covenants. The Mortgagor acknowledges and agrees that the failure of the Beneficiary, to perform any covenant or agreement in this Leasehold Mortgage, shall constitute an event of default as provided in Section 2.01 of this Leasehold Mortgage. The Mortgagor, Bank, and Beneficiary, agree as follows:

Section 1.01. Security Agreement. If any of the property described above does not form a part and parcel of the premises such that it is deemed personal property or a fixture within the meaning of the Uniform Commercial Code, this Leasehold Mortgage is hereby deemed a Security Agreement under the Uniform Commercial Code for the purpose of creating a security interest in such property. The Mortgagor and Beneficiary do hereby grant said security interest to the Bank, as Secured Party, as that term is defined in the Uniform Commercial Code to secure payment of the above-referenced obligations.

Section 1.02. Waste and Maintenance of Premises. The Beneficiary shall abstain from and not permit the commission of waste in or about the premises; shall not move or demolish, or alter the structural character of, any building at any time erected on the premises without the prior written consent of the Bank; shall maintain the premises in good condition and repair, reasonable wear and tear excepted. The Bank shall have the right, but not the duty, to enter upon the premises at any reasonable hour to inspect the order, condition, and repair thereof, including the interiors of any buildings and improvements located thereon.

Section 1.03. Insurance Obligation. The Beneficiary will procure, deliver to, and maintain for the benefit of the Bank during the continuance of this Leasehold Mortgage and until the same is fully satisfied and released, a policy or policies of insurance insuring the buildings and improvements now existing or hereafter erected on the said land against loss or damage by fire, lightning, windstorm, hail, explosion, riot, civil commotion, aircraft, vehicles, smoke, and such other hazards, casualties, and contingencies as the Bank may designate. All policies of insurance required hereunder shall be in such form and amounts and by such companies, as the Bank may accept, and shall contain a mortgagee clause acceptable to the Bank, with loss payable to the Mortgagor and the Bank as their interests may appear.

The Beneficiary will promptly pay when due any premiums on any policy or policies of insurance required hereunder, and will deliver to the Bank renewals of such policy or policies at least ten (10) days prior to the expiration date(s) thereof, the said policies and renewals to be marked "paid" by the issuing company or agent.

In the event of any loss or damage, the Beneficiary will give prompt notice thereof to the Bank. All proceeds of insurance in the event of such loss or damage shall be payable jointly to the Mortgagor, its successors and assigns, and the Bank. All funds will be utilized by the Mortgagor to the extent necessary to restore the premises to substantially the same condition as the premises existed prior to the loss or damage, unless the Beneficiary shall elect not to do so. In the latter event, the Bank shall then apply the proceeds to the then existing indebtedness and the balance shall be paid to the Beneficiary.

Section 1.04. Payment of Taxes and Other Charges. The Beneficiary shall pay all real estate taxes, water and sewer rents, other similar claims and liens assessed or which may be assessed against the premises or any part thereof, without any deduction or abatement, in a manner acceptable to such taxing authorities and shall produce to the Bank receipts for the payment thereof in full and shall pay every other tax, assessment, claim, lien, or encumbrance which may at any time be or become a lien upon the premises prior to the lien of this Leasehold Mortgage; provided, however, that if the Beneficiary shall in good faith, and by proper legal action, contest any such taxes, claims, liens, encumbrances or other charges or the validity thereof, and shall have established on its books or by deposit of cash with the Bank (as the Bank may elect), a reserve for the payment thereof in such amount as the Bank may require, then the Beneficiary shall not be required to pay the same, or to produce such receipts, during the maintenance of said reserve and as long as such contest operates to prevent collection, and is maintained and prosecuted with diligence, and shall not have been terminated or discontinued adversely to the Beneficiary.

Section 1.05. Payment of Future Taxes. If at any time the United States Government or any other federal, state, or municipal government or subdivision thereof shall require internal revenue or other documentary stamps or tax on this Leasehold Mortgage or the Note secured hereby, upon demand the Beneficiary shall pay for same; and on failure to make such payment within fifteen (15) days after demand for same, the Bank may pay for such stamps and add the amount so paid to the principal indebtedness evidenced by the note and secured by this Leasehold Mortgage, and said additional



secured by this Leasehold Mortgage, and said additional principal shall bear interest at the rate of eighteen (18%) percent per annum.

Section 1.06. Compliance with Ordinances. The Beneficiary shall comply with any municipal ordinance or regulations affecting the premises within thirty (30) days after notice thereof; provided, however, that if the Beneficiary shall in good faith and by proper legal action, contest any such ordinance or regulation, or the validity thereof, then the Beneficiary shall not be required to comply therewith so long as such contest operates to prevent enforcement, and is maintained and prosecuted with diligence, and shall not have been terminated or discontinued adversely to the Beneficiary.

## ARTICLE 2. DEFAULT AND BREACH

Section 2.01. Events of Default. Any event defined as an Event of Default in Article IX of that certain Loan Agreement effective the 25 day of June, 1987, executed by, between and among Mortgagor, Bank, Beneficiary, and others (herein the "Loan Agreement"), the terms and conditions of which as amended from time to time are incorporated herein by reference and made a part hereof, shall constitute an Event of Default hereunder.

Section 2.02. Foreclosure on Default. Upon the occurrence of any one or more of said Events of Default, the entire unpaid balance of the principal and accrued interest of the Note and all other sums secured by this Leasehold Mortgage, shall, at the option of the Bank, become immediately due and payable without notice or demand, and in any such Event of Default the Bank may proceed to foreclose this Leasehold Mortgage by judicial proceedings according to applicable law. Any failure to exercise said option shall not constitute a waiver of the right to exercise the option at any other time. In any such proceeding, there shall be allowed and included, as additional indebtedness in any judgment, all expenses which may be paid or incurred by or on behalf of the Bank for the attorney's fees, outlays for documentary evidence, costs of abstracts or title, title searches, title insurance policies, and any other expenses which the Bank may deem reasonably necessary to prosecute such suit or to maintain the sale pursuant to the judgment. The proceeds of any foreclosure sale shall be applied first, to the payment of all costs arising from the foreclosure proceedings; second, to the payment of all items other than principal and interest which are secured indebtedness under this Leasehold Mortgage; third to the payment of the unpaid principal and interest under the note; and forth, any surplus to the Mortgagor, his successors or assigns.

Section. 2.03. Possession and Receivership. The Bank shall have the right in any proceeding to foreclose this Leasehold Mortgage to the appointment of a receiver to collect the rents, issues, income, and profits of the premises and apply them to the payment of the indebtedness, interest, attorney's fees and costs, and any other payments required by the note or this mortgage, without notice and without regard to the adequacy of the premises to secure the indebtedness. Or, instead of such receivership, the Bank may, at its option, itself take possession of the premises during the period of redemption, and collect the rents, income and profits and apply them in the manner set forth above.

Section 2.04. Failure to Pay Taxes or Insurance Premiums. If after receiving ten (10) days' written demand for payment and/or discharge from Bank, the Beneficiary fail to pay any tax, claim, lien or encumbrance which shall be or become prior in lien to this Leasehold Mortgage, or to pay any insurance premium as aforesaid, or to keep the premises in repair, as aforesaid, or commits or permits waste, then the Bank, at its option, may pay said claim, lien, encumbrance, tax assessment, or premium, with right of subrogation thereunder, may make such repairs and take such steps as it deems advisable to prevent or cure such waste, and may appear in any action or proceeding with respect to any of the foregoing and retain counsel therein, and take such action therein as the Bank deems advisable, and for any of said purposes the Bank may advance such sums of money as it deems necessary. All sums of money advanced by the Bank pursuant to this section, together with interest on each such advance at the rate of eighteen (18%) percent per annum, shall be so much additional indebtedness secured hereby and shall immediately become due and payable without notice. The failure of the Bank to act pursuant to this section shall not be deemed a waiver of any rights the Bank may have because of any default on the Mortgagor and/or Beneficiary.

Section 2.05. Assignment of Leases and Rents. As further security for payment of the indebtedness and performance of the obligations, covenants, and agreements secured hereby, the Mortgagor hereby assigns to the Bank all sub-leases already in existence and to be created in the future, together with all rents to become due under existing or future sub-leases. This assignment, however, shall be operative only in the event of the occurrence of a default hereunder, or under the Note or other instrument collateral hereto, remaining uncured at the expiration of the grace period, if any, provided above in respect to such default; and in any such case, the Mortgagor hereby confers on the Bank the exclusive power, to be used or not be used in its

sole discretion, to act as agent, or to appoint a third person to act as agent for the Mortgagor, with power to take possession of, and collect all rents arising from, the premises and apply such rents, at the option of the Bank, to the payment of the mortgage debt, taxes, costs of maintenance, repairs, expenses incident to managing and other expenses, in such order of priority as the Bank may in its sole discretion determine, and to turn any balance remaining over to the Mortgagor; but such collection of rents shall not operate as an affirmation of the tenant or sub-lease in the event the Mortgagor's leasehold interest in the premises should be acquired by the Bank. The Bank shall be liable to account only for rents and profits actually received by the Bank. In exercising any of the powers contained in this section, the Bank may also take possession of, and for these purposes use, any and all personal property contained in the premises and used by the Mortgagor in the rental or leasing thereof or any part thereof.

### ARTICLE 3. SATISFACTION AND RELEASE

Section 3.01. Satisfaction of Leasehold Mortgage. If the Mortgagor and Beneficiary comply with the provisions of this Leasehold Mortgage and pay to the Bank all principal sums secured hereby, and all other sums payable by the Beneficiary and others to the Bank as are hereby secured, in accordance with the provisions of the instruments and documents evidencing such indebtedness and in the manner and at the times therein set forth, without deduction, fraud, or delay, then and from thenceforth this Leasehold Mortgage, and the estate hereby granted, shall cease and become void, anything hereinbefore contained to the contrary notwithstanding.

Section 3.02. Transfer of Beneficial Interest by Beneficiary. Any transfer by sale, gift, devise, operation of law, or otherwise of the beneficial interest in all or any portion of the aforementioned trust by Beneficiary shall have the same consequences as an event of default respecting the indebtedness secured hereby, and upon such transfer, the Bank, without prior notice or the elapse of any period of grace or the right to cure, shall have the right to declare all sums secured hereby immediately due and payable and, upon failure by the Beneficiary to make such payment within thirty (30) days of written demand therefor, the Bank shall have the right to exercise all remedies provided in the note, this Leasehold Mortgage, or otherwise at law.

### ARTICLE 4. MISCELLANEOUS

Section 4.01. Notice. A notice which is mailed by regular United States Mail to the Mortgagor or at such

other address as the Mortgagor shall designate to the Bank in writing, shall be sufficient notice when required under this Leasehold Mortgage.

Section 4.02. Cumulative Rights and Remedies. The rights and remedies of the Bank as provided herein or in said note, and the warrant therein contained, shall be cumulative and concurrent, and may be pursued singly, successively or together at the sole discretion of the Bank, and may be exercised as often as occasion therefor shall occur; and the failure to exercise any such right or remedy shall in no event be construed as a waiver or release of the same.

Section 4.03. Lawful Rates of Interest. All agreements between the Mortgagor and/or Beneficiary and the Bank are hereby expressly limited so that in no contingency or event whatsoever shall the amount paid, or agreed to be paid, to the Bank for the use, forbearance, or detention of the money due under the Note and other obligations secured hereby exceed the maximum amount permissible under applicable law. If, due to any circumstances whatsoever, fulfillment of any provision hereof, at the time performance of such provision shall be due, shall involve transcending the limit of validity prescribed by law, then the obligation to be fulfilled shall be reduced to the limit of such validity, and if from any circumstances the Bank should ever receive as interest an amount that would exceed the highest lawful rate, such amount that would be excessive interest shall be applied to the reduction of the principal amount owing under the note secured hereby and not to the payment of interest.

Section 4.04. State Law to Apply. This Leasehold Mortgage shall be construed under and in accordance with the laws of the State of Indiana.

Section 4.05. Parties Bound. This Leasehold Mortgage shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Leasehold Mortgage.

Section 4.06. Severability. In case any one or more of the provisions contained in this Leasehold Mortgage shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Leasehold Mortgage shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

Section 4.07. Time of Essence. Time is of the essence of this Leasehold Mortgage.

Section 4.08. Construction. The words "Mortgagor", "Bank" and "Beneficiary" include singular or plural, individual or corporation, and the respective heirs, personal representatives, executors, administrators, successors, and assigns of the Mortgagor, the Bank or the Beneficiary, as the case may be. The use of any gender applies to all genders. If more than one party is named as the Mortgagor and/or Beneficiary, the obligations hereunder of each such party is joint and several.

Section 4.09. Captions. The captions herein are inserted only for convenience of reference and in no way define, limit, or describe the scope or intent of this Leasehold Mortgage or any particular paragraph or section hereof, nor the property construction hereof.

Section 4.10. Execution. This Leasehold Mortgage is executed by First Citizens Bank, N.A., 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 the Mortgagor warrants that it possesses full power and authority to execute this instrument and it is expressly understood and agreed that nothing herein or in any obligations secured by this Leasehold Mortgage shall be construed as creating any liability on said Mortgagor personally to pay any of such obligations, 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 Bank as to the Mortgagor personally, and that insofar as the Mortgagor and its successors are personally concerned, the legal holder or holders of any note and the owner or owners of any indebtedness accruing hereunder shall look only to the premises hereby mortgaged for the payment thereof, by the enforcement of the lien hereby created in the manner herein and in said notes provided, or by action to enforce personal liability of any guarantors of the indebtedness secured hereby, or other persons liable to Bank under such Note and Indebtedness, or any other Collateral which may secure the payment of such Note and/or Indebtedness to Bank, if any.

IN WITNESS WHEREOF, the Mortgagor, not personally but as Trustee as aforesaid has executed this Leasehold Mortgage this 25th day of June, 1987.

FIRST CITIZENS BANK, N.A.  
as Trustee as aforesaid and  
not Personally

By:     *Duane D. Mertl*    

Its: Vice President-Trust Officer

ATTEST:

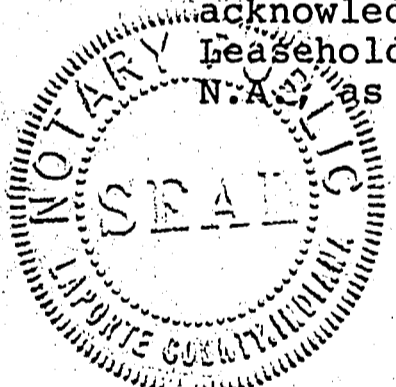
By :     *David Forbes*    

Its:     DAVID FORBES  
TRUST OFFICER    

STATE OF INDIANA     )  
                                  ) ss:  
LaPorte County        )

ACKNOWLEDGEMENT

Before me a Notary Public in and for said County and State personally appeared     DUANE MERTL     and     DAVID FORBES    , the Vice President-Trust Officer and \_\_\_\_\_, respectively, of First Citizens Bank, N.A., as Trustee as aforesaid and acknowledged the execution of the above and foregoing Leasehold Mortgage for and on behalf of First Citizens Bank, N.A. as Trustee as aforesaid, this 25th day of June, 1987.



    *Melinda R. Epley*    

Notary Public residing in LaPorte County, Indiana

My Commission Expires:

    Melinda R. Epley, Notary Public     My commission expires  
    A resident of LaPorte County, IN     November 6, 1988

BENEFICIARY'S ACKNOWLEDGMENT

The undersigned, being the Beneficiary under that certain Trust Agreement dated July 7, 1966 and known as Land Trust No. 8-1113, for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby agree to undertake and perform and agree to all those covenants