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PURCHASE MONEY MORTGAGE, SECURITY AGREEMENT
AND ASSIGNMENT OF LEASES AND RENTS

Gill & Olson
44 E. 86th Ave.
Nov 4 1987

THIS WRAP-AROUND MORTGAGE, SECURITY AGREEMENT AND ASSIGNMENT OF LEASES AND RENTS, ~~executed~~ ^{made} this 1st day of November, 1987, by BRECKENRIDGE DEVELOPMENT CORPORATION, a Colorado Corporation having its principal place of business at 1115 2nd Avenue South, Minneapolis, Minnesota 55415, (hereinafter referred to as "Mortgagor"), to WORTH BRUNTJEN (hereinafter referred to as "Mortgagee").

W I T N E S S E T H:

WHEREAS, Mortgagor is justly indebted to Mortgagee in the sum of Sixty Thousand (\$60,000.00) Dollars in lawful money of the United States, and has agreed to pay the same in full, together with interest thereon, on or before April 1, 1988, according to the terms and provisions of a certain promissory note dated of even date herewith made by Mortgagor to the order of Mortgagee (hereinafter referred to as the "Note"); and

WHEREAS, Mortgagor desires to secure the payment of the Note and certain other indebtedness;

NOW, THEREFORE, for and in consideration of the sum hereinabove set forth and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Mortgagor does hereby grant, bargain, sell, convey, mortgage and warrant unto Mortgagee all that certain tract of land of which Mortgagor is now seized and in possession situated in Lake County, Indiana, and which is more fully described in Exhibit "A" attached hereto and hereby made a part hereof;

TOGETHER with all the estate, right, title, interest, claim and demand whatsoever of Mortgagor of, in and to the said real property, and every part and parcel thereof; and

TOGETHER with all buildings, structures and other improvements now or hereafter located on the said property or any part of parcel thereof, and all adjacent lands included in enclosures or occupied by buildings located partly on said real property or any part or parcel thereof; and

TOGETHER with all right, title and interest of Mortgagor in and to the minerals, flowers, shrubs, crops, trees, timber and other emblements now or hereafter located on said real property or under or above the same, or any part or parcel thereof; and

TOGETHER with all and singular the tenements, hereditaments, easements and appurtenances thereunto or unto any part thereof now or hereafter belonging or in any wise appertaining, and all streets, alleys, passages, ways, watercourses, and all leasehold estates, easements and covenants now existing or hereafter created for the benefit of Mortgagor or any subsequent owner or tenant of said real property, and all rights to enforce the maintenance thereof, and all other rights, privileges and liberties of whatsoever kind or character, and the reversions and remainders thereof, and all estate, right, title, interest, property, possession, claim and demand whatsoever, at law or in equity, of Mortgagor in and to said real property or and part thereof; and

TOGETHER with all building materials, fixtures, building machinery and building equipment delivered on site to the said real property during the course of or in connection with the construction, reconstruction, repair or remodeling of any of the aforesaid buildings, structures or other improvements, all machinery, apparatus, equipment, chattels, fittings and fixtures,

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whether now or hereafter actually or constructively attached to said property and including all trade, domestic and ornamental fixtures, and articles of personal property of every kind and nature whatsoever (hereinafter referred to collectively as the "Collateral"), now or hereafter located in, upon, on or under said property, or any part thereof, or used or useable in connection with any present or future operation of said property, including, but without limiting the generality of the foregoing, all heating, water heating, air-conditioning, freezing, lighting, laundry, incinerating and power apparatus and equipment; engines; pipes; pumps; tanks; motors; conduits; switchboards; antennas; wires; cables; transmitters; receivers; plumbing, lifting, cleaning, fire prevention, fire extinguishing, refrigerating, ventilating and communications apparatus; boilers, furnaces, oil burners or units thereof; stoves, ranges, refrigerators, dishwashers, disposals and other appliances, vacuum cleaning systems; elevators; escalators; shades; awnings; screens; storm doors and windows; wall beds; attached cabinets; partitions; ducts and compressors; rugs and carpets; draperies; furniture and furnishings; pool and other recreational equipment; and such other goods, chattels, personal property, fixtures and equipment as are usually found on property of the character hereby conveyed, together with all additions thereto, replacements thereof and substitutions therefore; all of which Collateral shall to the extent permitted by law be considered as annexed to or forming a part of said real property; and

TOGETHER with all monies and proceeds (hereinafter referred to collectively as the "Proceeds") derived by Mortgagor from said real property, buildings, structures, improvements, Collateral, Contracts (as hereinafter defined) or Rents (as hereinafter defined), including but not limited to all rents, refunds, rebates, tenant reimbursements, condemnation awards and proceeds of the sale of, insurance on or other borrowings secured in whole or in part by any of said real property, buildings, structures, improvements, Collateral, Contracts (as hereinafter defined) or Rents (as hereinafter defined); reserving only the right to Mortgagor (except as otherwise provided herein) to collect the same so long as there is no event of Default, as hereinafter defined, which shall have occurred and be continuing.

Mortgagor hereby warrants and represents to Mortgagee that Mortgagor has good title to the above-described property (all of which property is hereinafter referred to collectively as the "Premises"), is lawfully seized and possessed of the Premises, and every part thereof, and has the right to grant, bargain, sell, convey, mortgage and warrant the same; and that the Premises are free and clear of all liens, restrictions and encumbrances, subject only to the matters set forth in Exhibit "B" attached hereto and hereby made a part hereof.

The mortgage, security agreement and assignment of leases and rents (hereinafter referred to as this "Mortgage") is intended to secure the payment of the indebtedness, and interest thereon, evidenced by the Note, together with all other sums payable hereunder, and all renewal extensions, replacements, consolidations and modifications of the Note and or such other sums payable hereunder, and together with any and all other obligations whatsoever now or hereafter owing from Mortgagor to Mortgagee (all of which indebtedness is hereinafter referred to collectively as the "Indebtedness").

This Mortgage is a purchase money mortgage, subordinate to that certain Mortgage, dated April 15, 1973, by WORTH BRUNTJEN and LUCY W. BRUNTJEN, husband and wife, made to PERCY WILSON MORTGAGE AND FINANCE CORPORATION, recorded as Document No. 214056 on August 1, 1973 in the Office of the Recorder of Lake County, Indiana and thereafter assigned to OCCIDENTAL LIFE INSURANCE COMPANY OF CALIFORNIA, which assignment was recorded August 10,

EXHIBIT B

Mortgage dated April 15, 1973 and recorded July 13, 1973 as Document No. 211151, and re-recorded on August 1, 1973 as Document No. 214056, made by Worth Bruntjen and Lucy W. Bruntjen, his wife, jointly and severally, to Percy Wilson Mortgage and Finance Corporation, to secure one note for \$140,000.00, payable as therein provided, and the covenants, conditions and agreements therein contained.

Note: An assignment of said mortgage to Occidental Life Insurance Company of California was recorded August 10, 1973 as Document No. 215452.

Terms and provisions of an Assignment of Rents, dated April 15, 1973 and recorded July 13, 1973 as Document No. 211202, made by Worth Bruntjen and Lucy W. Bruntjen, his wife, to Percy Wilson Mortgage and Finance Corporation, given as additional security on the note secured by the Mortgage shown at Item 2 herein.

Note: By Assignment of Assignment of Rents dated July 20, 1973 and recorded August 10, 1973 as Document No. 215453, said assignment of rents was assigned to Occidental Life Insurance Company of California.

Financing Statement No. 130694, filed on July 17, 1973, in the Recorder's Office of Lake County, Indiana, by Percy Wilson Mortgage and Finance Corporation, 221 North LaSalle Street, Chicago, Illinois 60601, as secured party describing premises in question, and various other personal property, situated thereon.

Note: By assignment dated July 20, 1973 and filed August 10, 1973 as Document No 131583, said Financing Statement was assigned to Occidental Life Insurance Company California, Hill and Olive at 12th Street, Los Angeles, California 90051.

Note: Continuation recorded June 1, 1978 as Document No. 199120, made by Oc/ Life Ins. Co., Occidental Center, Hill and Olive at 12th Street, Los Angeles, C as Secured Party and Worth Bruntjen and Lucy W. Bruntjen, as Debtor.

Note: Continuation recorded June 6, 1983 as Document No. 257473, made by Life Insurance Co., Occidental Center, Hill and Olive at 12th Street, Los Angeles. as Secured Party and Worth Bruntjen and Lucy W. Bruntjen, as Debtor.

Lease dated May 22, 1972 in favor of Midas Realty corporation.

1973 as Document No. 215452 in the Office of the Recorder of Lake County, Indiana (hereinafter referred to as the "Prior Mortgage"). Mortgagor hereby transfers and assigns to Mortgagee any surplus funds arising from the foreclosure of the Prior Mortgage and hereby expressly authorizes payment of any such surplus funds to Mortgagee. By acceptance of this Mortgage, Mortgagee hereby covenants and agrees that Mortgagee shall, as long as payments are timely received under the Note and this Mortgage, make all payments of principal and interest or principal or interest due and payable under the promissory note secured by the Prior Mortgage. So long as Mortgagee shall not have defaulted in its obligations under the preceding sentence, Mortgagor shall not be entitled to make any direct payment of principal or interest or both under the indebtedness secured by the Prior Mortgage, and if any such payment is made in the absence of such default by Mortgagee, it shall not be a credit against any sums due and payable under the Note. Mortgagor further covenants and agrees that it shall forward to Mortgagee, immediately upon receipt, any and all communications, given or received by Mortgagor to or from the holder or holders of the Prior Mortgage. Without the express written consent of Mortgagee, Mortgagor shall be strictly prohibited from (i) making any prepayments of principal or interest under the Prior Mortgage or the indebtedness secured thereby, or (ii) modifying or amending any of the terms or provisions of the Prior Mortgage or any evidence of indebtedness secured thereby.

Mortgagor hereby sells, assigns, sets over and transfers to Mortgagee Mortgagor's interest in any and all leases, tenant contracts and rental agreements and other contracts, licenses and permits (all of which are sometimes hereinafter referred to as the "Contracts") now or hereafter affecting or in any manner relating to the Premises, or any part thereof, together with Mortgagor's right and power to cancel, accept the surrender of or modify any of the terms thereof without Mortgagee's prior written consent. Mortgagor agrees to execute and deliver such other instruments as Mortgagee may require evidencing the assignment of the Contracts.

Mortgagor hereby sells, assigns, sets over and transfers to Mortgagee all of the rents, tenant reimbursements, issues and profits which shall hereafter become due or be paid for the use of the Premises or any part thereof, all rents, tenant reimbursements, issues and profits arising under the Contracts or any thereof, and all unrefunded security, pet and other deposits (hereinafter referred to as the "Deposits") paid to anyone in connection with the occupancy of the Premises or any part thereof (all of which are sometimes hereinafter referred to as the "Rents"), reserving to Mortgagor a license to collect the Rents and to hold the Deposits only so long as there is no Event of Default, as hereinafter defined, which shall have occurred and be continuing, said license to be revocable immediately upon notice to Mortgagor. Mortgagor agrees to execute and deliver such other instruments as Mortgagee may require evidencing the assignment of the Rents.

This Mortgage constitutes a "security agreement" as that term is defined in the Uniform Commercial Code as enacted in the state wherein the Premises are located (sometime hereinafter referred to as the "U.C.C.") with respect to, among other things, the Contracts and the Rents and any part thereof, and creates a security interest in Mortgagee in the Contracts and the Rents. At the request of Mortgagee, a financing statement or statements shall from time to time be executed by Mortgagee and Mortgagor or by Mortgagor alone and filed in the manner required to perfect said security interest under the U.C.C. Compliance with U.C.C. requirements relating to personal property shall not be construed as altering in any way the rights of Mortgagee as determined by this instrument under any other statutes or laws, but is declared

to be solely for the protection of Mortgagee in the event that such compliance is at any time held to be necessary to preserve the priority of Mortgagee's security interest in the Contracts or in the Rents against any other claims.

Mortgagor hereby transfers, assigns and conveys to Mortgagee, as security for the Indebtedness, any and all balances, credits, deposits, accounts, items and moneys of Mortgagor now or hereafter in the possession or control of or otherwise with Mortgagee, and Mortgagee is hereby given a lien upon, security title to, and a security interest in all property of Mortgagor of every kind and description now or hereafter in the possession or control of Mortgagee for any reason, including all dividends and distributions on or other rights in connection therewith. Mortgagee may, without notice or demand of any kind, at any time and from time to time, when any amount shall be due and payable under the Note, or this Mortgage, appropriate or apply toward the payment of such amount, and in such order of application as Mortgagee may from time to time elect, any property, balances, credits, deposits, accounts, items or moneys of mortgagor in the possession or control of Mortgagee for any purpose. This mortgage shall constitute a "security agreement" as defined in the U.C.C. with respect to all such property, balances, credits, deposits, accounts, items and moneys, to the extent that the U.C.C. is applicable thereto.

AND MORTGAGOR FURTHER COVENANTS AND AGREES WITH MORTGAGEE AS FOLLOWS:

UNIFORM COVENANTS:

1. Payment of Principal and Interest. Mortgagor shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, and prepayment and late charges as provided in the Note.
2. Taxes. Mortgagor shall pay all real estate taxes and assessments due and payable in 1987 and thereafter.
3. Application of Payments. Unless applicable law provides otherwise, all payments received by Mortgagee under the Note shall be applied by Mortgagee first in payment of amounts payable to Mortgagee by Mortgagor (Maker) for reimbursement of any costs or expenses or charges incurred by Mortgagee on behalf of Mortgagor or by Mortgagor's failure to pay same, then to interest payable on the Note and then to the principal of the Note. Nothing contained herein shall require Mortgagee to advance said costs, expenses or charges on behalf of Mortgagor.
4. Charges; Liens. Mortgagor shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, or Prior Mortgage and leasehold payments or ground rents, if any, by Mortgagor making payment, when due, directly to the payee thereof. Mortgagor shall promptly furnish to Mortgagee receipts evidencing such payments. Mortgagor shall promptly discharge any lien which has priority over this Mortgage or Prior Mortgage; provided, that Mortgagor shall not be required to discharge any such lien so long as Mortgagor shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Mortgagee, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.
5. Hazard Insurance. Mortgagor shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and other hazards as Mortgagee may require and in such

amounts and for such periods as Mortgagee may require; provided, that Mortgagee shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Mortgage.

The insurance carrier providing the insurance shall be chosen by Mortgagor subject to approval by Mortgagee; provided, that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid by Mortgagor making payment, when due, directly to the insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to Mortgagee and shall include a standard mortgage clause in favor of and in form acceptable to Mortgagee. Mortgagee shall have the right to hold the policies and renewals thereof, and Mortgagor shall promptly furnish to Mortgagee all renewal notices and all receipts of paid premiums. In the event of loss, Mortgagor shall give prompt notice to the insurance carrier and Mortgagee. Mortgagee may make proof of loss if not made promptly by Mortgagor.

Unless Mortgagee and Mortgagor otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Mortgage is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Mortgage would be impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Mortgagor. If the Property is abandoned by Mortgagor, or Mortgagor fails to respond to Mortgagee within thirty (30) days from the date notice is mailed by Mortgagee to Mortgagor that the insurance carrier offers to settle a claim for insurance benefits, Mortgagee is authorized to collect and apply the insurance proceeds at Mortgagee's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Mortgagee and Mortgagor otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraph 1 hereof or change the amount of such installments. If under paragraph 18 hereof the Property is acquired by Mortgagee, all right, title and interest of Mortgagor in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Mortgagee to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition.

6. Preservation and Maintenance of Property and Leasehold. Mortgagor shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold.

7. Protection of Mortgagee's Security. If Mortgagor fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Mortgagee's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Mortgagee, at Mortgagee's option, upon notice to Mortgagor, may make such appearances, disburse such sums and take such action as is necessary to protect Mortgagee's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs.

Any amounts disbursed by Mortgagee pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Mortgagor secured by this Mortgage. Unless Mortgagor and

Mortgagee agree to other terms of payment, such amounts shall be payable upon notice from Mortgagee to Mortgagor requesting payment hereof, and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law. Nothing contained in this paragraph 7 shall require Mortgagee to incur any expenses or take any action hereunder.

8. Inspection. Mortgagee may make or cause to be made reasonable entries upon and inspections of the Property, provided that Mortgagee shall give Mortgagor notice prior to any such inspection specifying reasonable cause therefor related to Mortgagee's interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Mortgagee.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Mortgagor. In the event of a partial taking of the Property, unless Mortgagor and Mortgagee otherwise agree in writing, there shall be applied to the sums secured by this Mortgage such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Mortgage immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Mortgagor.

If the Property is abandoned by Mortgagor, or if, after notice by Mortgagee to Mortgagor that the condemnor offers to make an award or settle a claim for damages, Mortgagor fails to respond to Mortgagee within thirty (30) days after the date such notice is mailed, Mortgagee is authorized to collect and apply the proceeds, at Mortgagee's option, either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Mortgagee and Mortgagor otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraph 1 hereof or change the amount of such installments.

10. Mortgagor Not Released. Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Mortgagee to any successor in interest of Mortgagor shall not operate to release, in any manner, the liability of the original Mortgagor and Mortgagor's successors in interest. Mortgagee shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Mortgagor and Mortgagor's successors in interest.

11. Forbearance by Mortgagee Not a Waiver. Any forbearance by Mortgagee in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Mortgagee shall not be a waiver of Mortgagee's right to accelerate the maturity of the indebtedness secured by this Mortgage.

12. Remedies Cumulative. All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy

under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively.

13. Successors and Assigns Bound; Joint and Several Liability; Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Mortgagee and Mortgagor subject to the provisions of paragraph 17 hereof. All covenants and agreements of Mortgagor shall be joint and several. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

14. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Mortgagor provided for in this Mortgage shall be given by mailing such notice by certified mail addressed to Mortgagor at the Property Address or at such other address as Mortgagor may designate by notice to Mortgagee as provided herein, and (b) any notice to Mortgagee shall be given by certified mail, return receipt requested, to Mortgagee's address stated herein or to such other address as Mortgagee may designate by notice to Mortgagor as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Mortgagor or Mortgagee when given in the manner designated herein.

15. Uniform Mortgage; Governing Laws; Severability. This form of mortgage combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Mortgage shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provisions or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of the Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Mortgage and the Note are declared to be severable.

16. Mortgagor's Copy. Mortgagor shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

17. Transfer of the Property; Assumption. If all or any part of the Property or any 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 household appliances, (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 (3) 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 date of 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 17, 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 Note.

If Mortgagee exercises such option to accelerate, Mortgagee shall mail Mortgagor notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than thirty (30) days from the date the notice is mailed within which Mortgagor may pay the sums declared due. If

Mortgagor fails to pay such sums prior to the expiration of such period, Mortgagee may, without further notice or demand on Mortgagor, invoke any remedies permitted by paragraph 18 hereof.

NON-UNIFORM COVENANTS. Mortgagor and Mortgagee further covenant and agree as follows:

18. Accelerations; Remedies. Except as provided in paragraph 17 hereof, upon Mortgagor's breach of any covenant or agreement of Mortgagor in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Mortgagee, prior to acceleration, shall mail notice to Mortgagor as provided in paragraph 14 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than thirty (30) days from the date the notice is mailed to Mortgagor, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Mortgagor of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Mortgagor to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice, Mortgagee, at Mortgagee's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Mortgagee shall be entitled to collect in such proceedings all expenses of foreclosure, including, but not limited to, reasonable attorney's fees, and costs of documentary evidence, abstracts and title reports.

19. Mortgagor's Right to Reinstate. Notwithstanding Mortgagee's acceleration of the sums secured by this Mortgage, Mortgagor shall have the right to have any proceedings begun by Mortgagee to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) Mortgagor pays Mortgagee all sums which would be then due under this Mortgage and the Note had no acceleration occurred; (b) Mortgagor cures all breaches of any other covenants or agreements of Mortgagor contained in this Mortgage; (c) Mortgagor pays all reasonable expenses incurred by Mortgagee in enforcing the covenants and agreements of Mortgagor contained in this Mortgage and in enforcing Mortgagee's remedies as provided in paragraph 18 hereof, including, but not limited to, reasonable attorney's fees; and (d) Mortgagor takes such action as Mortgagee may reasonably require to assure that the lien of this Mortgage, Mortgagee's interest in the Property and Mortgagor's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Mortgagor, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

20. Assignment of Rents; Appointment of Receiver. As additional security hereunder, Mortgagor hereby assigns to Mortgagee the rents of the Property, provided that Mortgagor shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain as they become due and payable.

Upon acceleration under paragraph 18 hereof or abandonment of the Property, Mortgagee shall be entitled, to the extent provided by applicable law, to have a receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and

PARCEL 1: That part of the Northwest Quarter of Section 21, Township 36 North, Range 8 West of the 2nd P.M., in the City of Gary, Lake County, Indiana, described as follows: Beginning at a point on the East line of Grant Street which is 1151.14 feet North of the South line of the said Northwest Quarter of Section 21 and being also the point of intersection of the East line of Grant Street with the Southerly line of the U.S. Army Air Rights Strip, as said strip is described in Deed of Conveyance as recorded in Miscellaneous Record 727, page 443, as Document No. 126086, in Lake County, Indiana, thence North along the East line of Grant Street a distance of 42.89 feet to the South line extended West, of the U.S. Army site, thence East at right angles to the East line of Grant Street a distance of 120 feet, thence South parallel to the East line of Grant Street a distance of 45.04 feet to a point which is 1151.14 feet North of the South line of the Northwest Quarter of Section 21, thence West and parallel to the South line of the Northwest Quarter of said Section 21, a distance of 120 feet, more or less, to the place of beginning.

PARCEL 2: That part of the Northwest Quarter of Section 21, Township 36 North, Range 8 West of the 2nd P.M., in the City of Gary, Lake County, Indiana, described as follows: Beginning at a point on the East line of Grant Street which is 1060 feet North of the South line of the said Northwest Quarter of Section 21, the said point of beginning being 54 feet East of the West line of the said Northwest Quarter of Section 21, thence North along the East line of Grant Street a distance of 91 feet, more or less, to the Southerly line of the U.S. Army Air-Rights Strip, thence East and parallel to the South line of the said Northwest Quarter of Section 21 a distance of 120 feet, thence South and parallel to the East line of Grant Street a distance of 91 feet, more or less, to a point which is 1060 feet North of the South line of the said Northwest Quarter of Section 21, thence West 120 feet to the point of beginning.

Exhibit "A"