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WISCONSIN BANKER'S ASSOCIATION 1988

REAL ESTATE MORTGAGE (For Consumer or Business Mortgage Transactions)

Lake County Trust Company, Trustee of Trust No. 4050, created by Trust Agreement executed on February 26, 1990, whether one or more mortgages, conveys and warrants to First Federal Savings Bank La Crosse-Madison... In consideration of the sum of Eight Hundred Thousand and no/100 Dollars (\$800,000.00) loaned or to be loaned to James L. Reitsma... evidenced by Borrower's note(s) or agreement dated March 29, 1990... the real estate described below, together with all privileges, hereditaments, easements and appurtenances, all rents, leases, issues and profits, all awards and payments made as a result of the exercise of the right of eminent domain, and all existing and future improvements and fixtures (all called the "Property").

STATE OF INDIANA/S.S. NO. LAKE COUNTY FILED FOR RECORD APR 2 2 10 PM '90 ROBERT "BOB" FREELAND RECORDER

RETURN TO Timothy D. Fenner P.O. Box 1767 Madison, WI 53701-1767

1. Description of Property. (This Property is not the homestead of Mortgagor.) Tax Key # The West 1/2 of the Southwest 1/4 of section 4, Township 35 North, Range 8 West of the 2nd Principal Meridian, except the East 660 feet thereof, and except the South 1624.65 feet thereof, in the Town of Merrillville, in Lake County, Indiana.

Street Address of Property: 5790 Grant Street Merrillville, IN 46410 Mailing Address for Tax Statements and other purposes: 202 State Street Madison, WI 53703

- If checked here, description is continued on reverse side or attached sheet. If checked here, this Mortgage is a "construction mortgage" under 5409.313(1)(a), Wis. Stats. If checked here, Condominium Rider is attached.

2. Title. Mortgagor warrants title to the Property, excepting only restrictions and easements of record, municipal and zoning ordinances, current taxes and assessments not yet due and See Exhibit 1 attached hereto.

3. Escrow. Interest will not be paid on escrowed funds required under paragraph 8(a) on the reverse side.

4. Additional Provisions. Mortgagor agrees to the Additional Provisions on the reverse side, which are incorporated herein. The undersigned acknowledges receipt of an exact copy of this Mortgage.

NOTICE TO CUSTOMER IN A TRANSACTION GOVERNED BY THE WISCONSIN CONSUMER ACT (a) DO NOT SIGN THIS BEFORE YOU READ THE WRITING ON THE REVERSE SIDE, EVEN IF OTHERWISE ADVISED. (b) DO NOT SIGN THIS IF IT CONTAINS ANY BLANK SPACES. (c) YOU ARE ENTITLED TO AN EXACT COPY OF ANY AGREEMENT YOU SIGN. (d) YOU HAVE THE RIGHT AT ANY TIME TO PAY IN ADVANCE THE UNPAID BALANCE DUE UNDER THIS AGREEMENT AND YOU MAY BE ENTITLED TO A PARTIAL REFUND OF THE FINANCE CHARGE.

Signed and Sealed this 29th day of March 1990 LAKE COUNTY TRUST COMPANY, Trustee of Trust No. 4050

(NAME OF CORPORATION OR BY: PRESIDENT OR SECRETARY OR ATTEST: (SEAL) SEE SIGNATURE PAGE ATTACHED

AUTHENTICATION OR ACKNOWLEDGMENT STATE OF WISCONSIN County of This instrument was acknowledged before me on 19 90, by (Name(s) of person(s)) as (Type of authority; e.g., officer, trustee, etc., if any) of (Name of party on behalf of whom instrument was executed, if any) Notary Public County, Wis. My Commission (Expires)(Is) 21.00

This instrument was drafted by Atty. Timothy D. Fenner

*Type or print name signed above.

ADDITIONAL PROVISIONS

5. Mortgage As Security. This Mortgage secures prompt payment to Lender of (a) the sum stated in the first paragraph of this Mortgage, plus interest and charges, according to the terms of a promissory note(s) or agreement of Borrower to Lender identified on the reverse side, and any extensions, renewals or modifications of such promissory note(s) or agreement, and (b) to the extent not prohibited by the Wisconsin Consumer Act any additional sums which are in the future loaned by Lender to any Mortgagor, to any Mortgagor and another or to another guaranteed or endorsed by any Mortgagor and agreed in documents evidencing the transaction to be secured by this Mortgage, plus interest and charges, (all called the "Note"). This Mortgage also secures the performance of all covenants, conditions and agreements contained in this Mortgage, and to the extent not prohibited by law costs and expenses of collection or enforcement. Unless otherwise required by law, Lender will satisfy this Mortgage upon request by Mortgagor if (a) the Note has been paid according to its terms, (b) any commitment to make future advances under the Note has terminated, (c) Lender has terminated any line of credit under which advances are to be secured by this Mortgage, and (d) all other payments required under this Mortgage and the Note and all other terms, conditions, covenants, and agreements contained in this Mortgage and the Note have been paid and performed.

6. Taxes. To the extent not paid to Lender under paragraph 8(a), Mortgagor shall pay before they become delinquent all taxes, assessments and other charges which may be levied or assessed against the Property, or against Lender upon this Mortgage or the Note or other debt secured by this Mortgage, or upon Lender's interest in the Property, and deliver to Lender receipts showing timely payment.

7. Insurance. Mortgagor shall keep the improvements on the Property insured against direct loss or damage occasioned by fire, extended coverage perils and such other hazards as Lender may require, through insurers approved by Lender, in amounts, without co-insurance, not less than the unpaid balance of the Note or the full replacement value, whichever is less, and shall pay the premiums when due. The policies shall contain the standard mortgage clause in favor of Lender and, unless Lender otherwise agrees in writing, the original of all policies covering the Property shall be deposited with Lender. Mortgagor shall promptly give notice of loss to insurance companies and Lender. All proceeds from such insurance shall be applied, at Lender's option, to the installments of the Note in the inverse order of their maturities (without penalty for prepayment) or to the restoration of the improvements on the Property. In the event of foreclosure of this Mortgage or other transfer of title to the Property, in extinguishment of the indebtedness secured hereby, all right, title, and interest of Mortgagor in and to any insurance then in force shall pass to the purchaser or grantee.

8. Mortgagor's Covenants. Mortgagor covenants:

- (a) **Escrow.** To pay Lender sufficient funds at such times as Lender designates, to pay (1) the estimated annual real estate taxes and assessments on the Property, (2) all property insurance premiums when due, and (3) if payments owed under the Note are guaranteed by mortgage guaranty insurance, the premiums necessary to pay for such insurance which Lender may cancel at any time. Upon demand, Mortgagor shall pay Lender such additional sums as are necessary to pay these items in full when due. Lender shall apply these amounts against the taxes, assessments and insurance premiums when due. Escrowed funds may be commingled with Lender's general funds;
- (b) **Condition and Repair.** To keep the Property in good and tenable condition and repair, and to restore or replace damaged or destroyed improvements and fixtures;
- (c) **Liens.** To keep the Property free from liens and encumbrances superior to the lien of this Mortgage and not described in paragraph 2 on the reverse side;
- (d) **Prior Mortgages.** To perform all of Mortgagor's obligations and duties under any mortgage or security agreement with a lien which has priority over this Mortgage and any obligation to pay secured by such a mortgage or security agreement;
- (e) **Waste.** Not to commit waste or permit waste to be committed upon the Property;
- (f) **Conveyance.** Not to sell, assign, lease, mortgage, convey or otherwise transfer any legal or equitable interest in all or part of the Property, or permit the same to occur without the prior written consent of Lender and, without notice to Mortgagor, Lender may deal with any transferee as to his interest in the same manner as with Mortgagor, without in any way discharging the liability of Mortgagor under this Mortgage or the Note;
- (g) **Alteration or Removal.** Not to remove, demolish or materially alter any part of the Property, without Lender's prior written consent, except Mortgagor may remove a fixture, provided the fixture is promptly replaced with another fixture of at least equal utility;
- (h) **Condemnation.** To pay to Lender all compensation received for the taking of the Property, or any part, by condemnation proceedings (including payments in compromise of condemnation proceedings), and all compensation received as damages for injury to the Property, or any part. The compensation shall be applied in such manner as Lender determines to rebuilding of the Property or to installments of the Note in the inverse order of their maturities (without penalty for prepayment);
- (i) **Ordinances; Inspection.** To comply with all laws, ordinances and regulations affecting the Property. Lender and its authorized representatives may enter the Property at reasonable times to inspect it and, at Lender's option, repair or restore it; and
- (j) **Subrogation.** That the Lender is subrogated to the lien of any mortgage or other lien discharged, in whole or in part, by the proceeds of the Note.

9. Environmental Laws. Mortgagor represents and warrants to Lender (a) that no substances or materials, have been, are or will be stored, deposited, treated, recycled or disposed of on, under or at the Property which substances or materials, if known to be present on, at or under the Property, would require cleanup, removal or some other remedial action under any federal, state or local laws, regulations, ordinances, codes or rules relating to the discharge of air pollutants, water pollutants or process wastewater or otherwise relating to hazardous or toxic substances or materials ("Environmental Laws"), (b) that there are no conditions existing currently or likely to exist during the term of this Mortgage which would subject Mortgagor to damages, penalties, injunctive relief or cleanup costs under any Environmental Law, and (c) that Mortgagor is not subject to any judgment, decree, order or citation relating to or arising out of any Environmental Law. Mortgagor shall indemnify and hold harmless Lender from all loss, cost (including reasonable attorneys' fees and legal expenses), liability and damage whatsoever incurred by Lender by reason of any violation of this paragraph or any Environmental Law involving the Property, or by reason of the imposition of any governmental lien for the recovery of environmental cleanup costs expended by reason of such violation.

10. Authority of Lender to Perform for Mortgagor. If Mortgagor fails to perform any of Mortgagor's duties set forth in this Mortgage, Lender may, after giving Mortgagor any notice and opportunity to perform which is required by law, perform the duties or cause them to be performed, including without limitation signing Mortgagor's name or paying any amount so required, and the cost shall be due on demand and secured by this Mortgage, bearing interest at the highest rate stated in any Note, but not in excess of the maximum rate permitted by law, from the date of expenditure by Lender to the date of payment by Mortgagor.

11. Default, Acceleration, Remedies. If, (a) there is a default under any Note secured by this Mortgage, or (b) Mortgagor fails timely to observe or perform any of Mortgagor's covenants or duties contained in this Mortgage, then, at the option of Lender the Note will become immediately payable unless notice to Mortgagor or Borrower and an opportunity to cure is required by §426.106, Wis. Stats., or the Note and, in that event, the Note will become payable if the default is not cured as provided in that statute or the Note or as otherwise provided by law. If Lender exercises its option to accelerate, the unpaid principal and interest owed on the Note, together with all sums paid by Lender as authorized or required under this Mortgage or the Note, shall be collectible in a suit at law or by foreclosure of this Mortgage by action, or both, or by the exercise of any other remedy available at law or equity.

12. Waiver. Lender may waive any default without waiving any other subsequent or prior default by Mortgagor.

13. Power of Sale. In the event of foreclosure, Lender may sell the Property at public sale and execute and deliver to the purchasers deeds of conveyance pursuant to statute.

14. Assignment of Rents and Leases. Mortgagor assigns and transfers to Lender, as additional security for the Note, all rents, issues and profits which become or remain due or are paid under any agreement or lease for the use or occupancy of any part or all of the Property. Upon the occurrence of an event of default under this Mortgage or the Note, Lender may, after giving Mortgagor any notice and opportunity to perform which is required by law, notify any or all tenants to pay directly to Lender all such rents, issues and profits, and all such payments shall be applied in such manner as Lender determines to payments required under this Mortgage and the Note. This assignment shall be enforceable and Lender shall be entitled to take any such action without seeking or obtaining the appointment of a receiver or possession of the Property.

15. Receiver. Upon the commencement or during the pendency of an action to foreclose this Mortgage, or enforce any other remedies of Lender under it, without regard to the adequacy or inadequacy of the Property as security for the Note, Mortgagor agrees that the court may appoint a receiver of the Property (including homestead interest) without bond, and may empower the receiver to take possession of the Property and collect the rents, issues and profits of the Property and exercise such other powers as the court may grant until the confirmation of sale, and may order the rents, issues and profits, when so collected, to be held and applied as the court may direct.

16. Foreclosure Without Deficiency Judgment. If the Property is a one to four family residence that is owner-occupied at the commencement of a foreclosure, a farm, a church or owned by a tax exempt charitable organization, Mortgagor agrees to the provisions of §846.101, Wis. Stats., and as the same may be amended or renumbered from time to time, permitting Lender, upon waiving the right to judgment for deficiency, to hold the foreclosure sale of real estate of 20 acres or less six months after a foreclosure judgment is entered. If the Property is other than a one to four family residence that is owner-occupied at the commencement of a foreclosure, a farm, a church or a tax exempt charitable organization, Mortgagor agrees to the provisions of §846.103, Wis. Stats., and as the same may be amended or renumbered from time to time, permitting Lender, upon waiving the right to judgment for deficiency, to hold the foreclosure sale of real estate three months after a foreclosure judgment is entered.

17. Expenses. To the extent not prohibited by law, Mortgagor shall pay all reasonable costs and expenses before and after judgment, including without limitation, attorneys' fees and expenses of obtaining title evidence, incurred by Lender in protecting or enforcing its rights under this Mortgage.

18. Severability. Invalidity or unenforceability of any provision of this Mortgage shall not affect the validity or enforceability of any other provision.

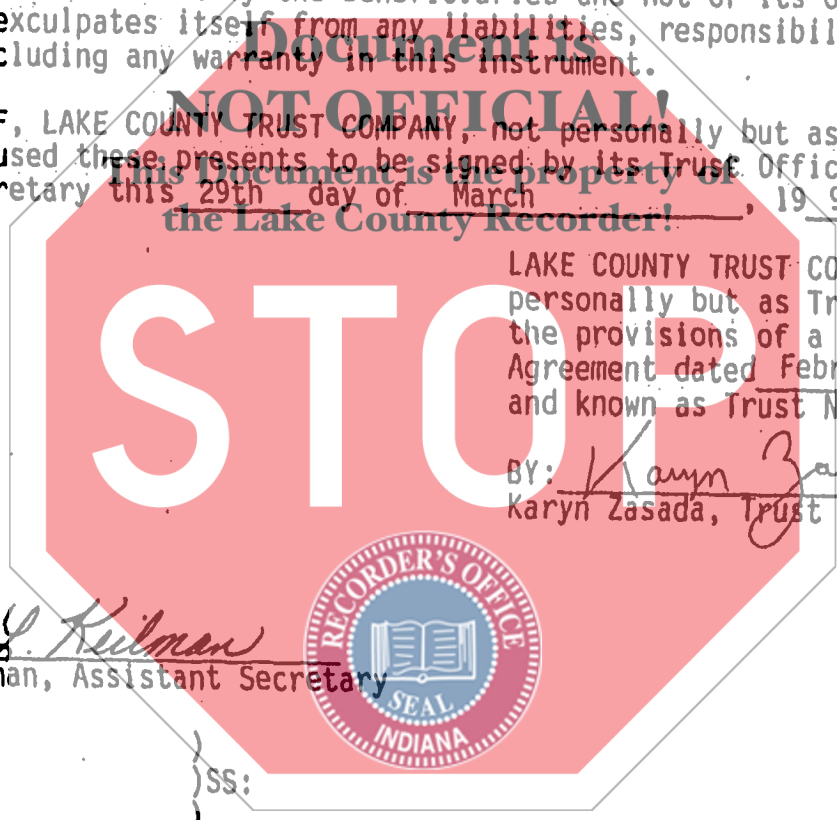
19. Successors and Assigns. The obligations of all Mortgagors are joint and several. This Mortgage benefits Lender, its successors and assigns, and binds Mortgagor(s) and their respective heirs, personal representatives, successors and assigns.

For additional terms and provisions see Exhibit 2 attached.

This Mortgage is executed by the LAKE COUNTY TRUST COMPANY, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said Lake County Trust Company, hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in said principal note contained shall be construed as creating any liability on said Lake County Trust Company personally to pay the said principal note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant, either express or implied herein contained, all such liability, if any, being expressly waived by Mortgagee and by every person now or hereafter claiming any right or security hereunder, and that so far as said Lake County Trust Company personally is concerned, the legal holder or holders of said principal notes and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby mortgaged for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said principal notes provided or by action to enforce the personal liability of the guarantor, if any.

Nothing contained herein shall be construed as creating any liability on LAKE COUNTY TRUST COMPANY, personally under the provisions of the Comprehensive Environmental Response, Compensation and Liability Act, (CERCLA) or the Indiana Responsible Property Transfer Law (the Act) as amended from time to time or any other Federal, State or local law, rule or regulation. LAKE COUNTY TRUST COMPANY, personally is not a "Transferor" under the Act and makes no representations concerning any possible environmental defects. In making any warranty herein the Trustee is relying solely on information furnished to it by the beneficiaries and not of its own knowledge and specifically exculpates itself from any liabilities, responsibilities or damages as a result of including any warranty in this instrument.

IN WITNESS WHEREOF, LAKE COUNTY TRUST COMPANY, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Trust Officer and attested by its Assistant Secretary this 29th day of March, 19 90.



LAKE COUNTY TRUST COMPANY, not personally but as Trustee under the provisions of a Trust Agreement dated February 26, 1990 and known as Trust No. 4050.

BY: Karyn Zasada
Karyn Zasada, Trust Officer

ATTEST:

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

STATE OF INDIANA

COUNTY OF LAKE

}SS:

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

Witness my hand and seal this 29th day of March, 19 90.

Veronica Petchak
Veronica Petchak Notary Public

Resident: Lake County, Indiana

My Commission Expires:
November 4, 1990

EXHIBIT 1

The following are liens and encumbrances superior to the lien of this Instrument:

- *1. Mortgage for \$2.1 Million from Charles Vavrus to The Mutual Benefit Life Insurance Company, dated January 15, 1977 and recorded on April 2, 1977 as Document No. 395664; and Assignment of Rents and Leases from Charles Vavrus to The Mutual Benefit Life Insurance Company, dated January 15, 1977 and recorded on March 2, 1977 as Document No. 395665 and rerecorded March 21, 1977 as Document No. 397940.
- *2. Mortgage for \$3.45 Million from Robert Ellis Management Company, Inc., a Wisconsin corporation and The Mercantile National Bank of Indiana, as Trustee, under Trust No. 4509, to First Federal Savings and Loan Association of Madison, dated April 2, 1984 and recorded on April 5, 1984 as Document No. 751615; and Assignment of Leases, Rents and Profits dated April 2, 1984 and recorded April 17, 1984 as Document No. 753051, given as additional security for the mortgage dated April 2, 1984 and recorded April 5, 1984 as Document No. 751615.

*The above lienholders are herein collectively referred to as the "Prior Lender".



EXHIBIT 2

20. This Mortgage is also intended to be a security agreement pursuant to the Indiana Uniform Commercial Code for all personal property owned by the Mortgage which personal property may be located on or be a part of the Property and which, under Indiana law, may be subject to a security interest pursuant to the Uniform Commercial Code; and the Mortgagor does hereby grant unto Lender a security interest in said items; subject, however, to the security interest, if any, of the Prior Lender identified on Exhibit 1. It is hereby agreed that Lender may file this Instrument, in the real estate records or other appropriate index, as a financing statement for any and all items specified above as part of the Property. In addition, Mortgagor agrees to execute and deliver to Lender, upon Lender's request, any financing statements as well as extensions, renewals and amendments thereof, and reproductions of this Instrument in such form as Lender may require to perfect the security interest granted hereby with respect to said items. Mortgagor shall pay all costs of filing such financing statements and any extensions, renewals, amendments and releases thereof; and shall pay all reasonable costs and expenses of any record searches as Lender may reasonably require. Without the prior written consent of Lender, Mortgagor shall not create or suffer to be created pursuant to the terms of the Uniform Commercial Code, any other security interest in said items, including replacements and additions thereto. Upon breach of any covenant or agreement of Mortgagor contained in this Instrument, including the covenants to pay when due all sums secured by this Instrument, Lender shall have the remedies of a secured party under the Indiana Uniform Commercial Code and, at Lender's option, may also invoke the remedies provided for in this Mortgage as to such items. In exercising any of the remedies, Lender may proceed against the items of real property and any items of personal property specified above as part of the Property, separately or together, and in any order whatsoever without in any way affecting the availability of Lender's remedies under the Uniform Commercial Code or the remedies provided for under this Mortgage.

21. As part of the consideration for the indebtedness referred to in the Agreement, Mortgagor hereby absolutely and unconditionally assigns and transfers unto Lender, subject only to the rights of the Prior Lender as identified in Exhibit 1, all of the rents and revenues of the Property, including those now due, past due or to become due by virtue of any lease or other agreement for the occupancy or use of all or any part of the Property, regardless of to whom the rents and revenues of the Property are payable.

22. Upon the Mortgagor's breach of any covenant or agreement referred to herein or in the Note secured hereby, then in such event, the Lender at its option, may declare all of the sums secured by this Instrument to be immediately due and payable without further notice of demand, may commence a suit at law or in equity for the sums due and pursuant to the Agreement, and may foreclose this Instrument as to the amounts so declared due and

payable, all in accordance with the foreclosure laws of the state of Indiana; and the Property shall be sold to satisfy and pay the same together with costs, expenses and allowances; and Lender may, at its option, pursue any other remedies permitted by the laws of Indiana, as provided for herein. Lender shall be permitted to collect all costs and expenses incurred in pursuing such remedies, including but not limited to reasonable attorneys' fees and costs of documentary evidence, abstracts and title reports and any other costs and expense. If Lender invokes the power of sale, Lender shall give notice of the sale in the manner provided for by the laws of Indiana to Mortgagor and to such other persons as the laws of Indiana prescribe and shall sell the Property in accordance with the laws of Indiana. Lender may sell the Property in one or more parcels and in such order as Lender may determine. Lender may postpone sale of all or any parcel of the Property by public announcement of the time and place of any previously scheduled sale. Lender or Lender's designee may purchase the Property at any sale. Mortgagor hereby covenants and agrees to the full extent permitted by law, but not otherwise, that he will not at any time insist upon or plead in any manner whatsoever, claim or take any advantage of any stay, exemption or extension law or any so-called "moratorium law" now or hereafter in effect, nor claim, take or insist upon any benefit or advantage from any law now or hereinafter in force providing for the valuation or appraisal of the Property or any part thereof, prior to any sale or sales thereof made pursuant to any provisions contained herein, or pursuant to any decree, judgment or order of any court of competent jurisdiction; or after such sale or sales, claim or exercise any rights under any statutes now or hereafter enforced to redeem the Property so sold or any part thereof, or relating to the marshalling thereof, upon foreclosure sale or other enforcement hereof. To the full extent permitted by law (but not otherwise), the Mortgagor hereby expressly waives any and all rights of redemption under sale or order or decree of foreclosure of this Mortgage on his own behalf, or on behalf of each and every person acquiring an interest or title to the Property, subsequent to the date hereof. Insofar as the Mortgagor may lawfully so agree, the Mortgagor will not invoke or utilize any such law or laws or otherwise hinder, delay, or impede the execution of any right, power or remedy herein or otherwise granted or delegated to Lender, but will suffer and permit the execution of every such right, power and remedy as if no such law or laws have been made or enacted.

23. The Note secured by this Mortgage and this Mortgage shall be construed in accordance with the laws of the State of Wisconsin and any federal law applicable to lender or at the provisions hereof; and in the event any provision of this Mortgage or the Note secured hereby conflict with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision; and to this end, the provisions of this Mortgage and the Note are declared to be severable. In the event that any applicable law limiting the amount of interest or other charges permitted to be collected from the Mortgagor is interpreted so that any charge provided for in

this Mortgage or in the Note, whether considered separately or with other charges levied in connection with this Mortgage and the Note, violates such law, the Mortgagor is entitled to the benefit of such law, such charge is hereby reduced as necessary to eliminate such violation. The amounts, if any, previously paid to Lender and in excess of the amounts that would otherwise be lawfully payable to Lender, shall be applied by Lender to reduce the principal of the indebtedness referred to in the Note. Notwithstanding the foregoing, however, any question as to the priority of this Mortgage, the grant and assignments created by this Mortgage, or the enforcement of the remedies as provided for herein, shall be governed by the laws of the state of Indiana, it being the intent that the Lender shall have the full and complete benefit of law and equity of the state of Indiana, with respect to the remedies provided for herein.

24. The lien of this instrument concerns a Note which contains certain provisions providing for the adjustment to the interest rate which can result in an increase thereof. Accordingly, the lien of this instrument extends to all such adjustments arising by virtue of the interest provisions and all such sums due or to become due under the note.

25. Buyer executes this agreement as Trustee of Trust No. 4050 established pursuant to the Trust Agreement dated February 28, 1990. The Buyer, by execution hereof, shall have no personal obligation or liability to First Federal, the Partnership or any other party with respect to the subject matter of this agreement; and the Buyer executes this instrument pursuant to the terms of the Trust, intending thereby to obligation the Beneficiary thereof to the terms and conditions set forth herein.

Dated this 29 day of MARCH, 1990.

LAKE COUNTY TRUST COMPANY, TRUSTEE

BY:

SEE SIGNATURE PAGE ATTACHED

ATTEST:

STATE OF _____)
) ss.
COUNTY OF _____)

Personally came before me this ____ day of March, 1990, the above-named _____ and _____, to me known to be the _____ and _____, of Lake County Trust Company, and to me know to be

the persons who executed this instrument on its behalf and by its authority.

Notary Public, State of _____
My Commission: _____

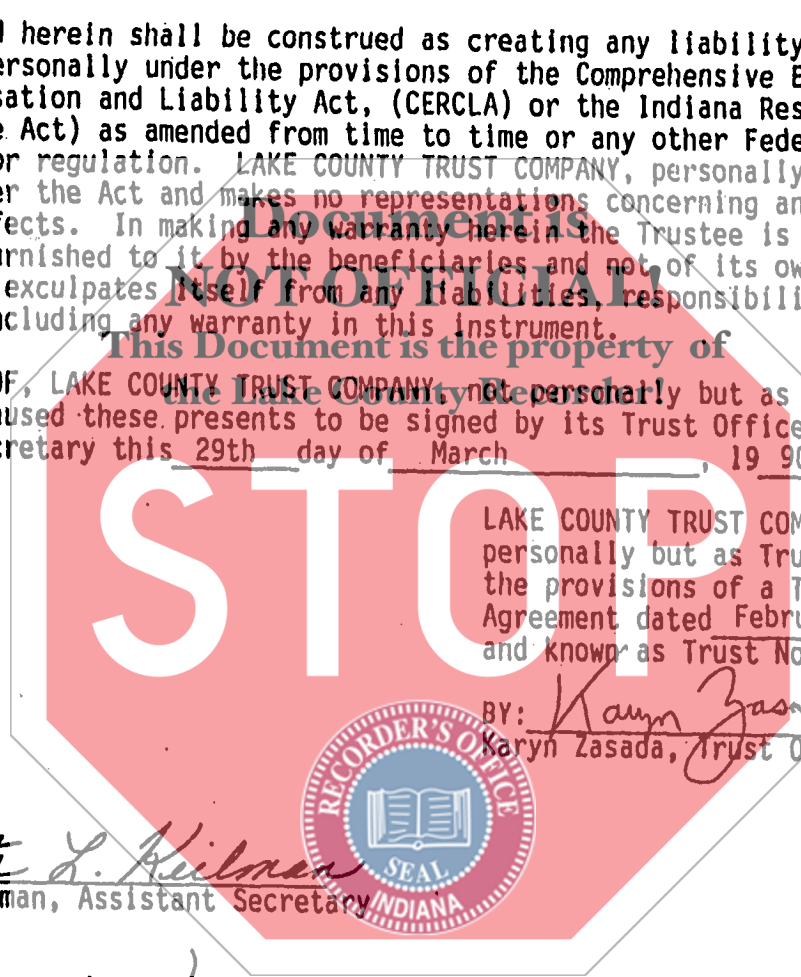
This Instrument Drafted By:
Attorney Timothy D. Fenner
Axley Brynelson
Post Office Box 1767
Madison, WI 53701-1767



This Mortgage is executed by the LAKE COUNTY TRUST COMPANY, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said Lake County Trust Company, hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in said principal note contained shall be construed as creating any liability on said Lake County Trust Company personally to pay the said principal note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant, either express or implied herein contained, all such liability, if any, being expressly waived by Mortgagee and by every person now or hereafter claiming any right or security hereunder, and that so far as said Lake County Trust Company personally is concerned, the legal holder or holders of said principal notes and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby mortgaged for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said principal notes provided or by action to enforce the personal liability of the guarantor, if any.

Nothing contained herein shall be construed as creating any liability on LAKE COUNTY TRUST COMPANY, personally under the provisions of the Comprehensive Environmental Response, Compensation and Liability Act, (CERCLA) or the Indiana Responsible Property Transfer Law (the Act) as amended from time to time or any other Federal, State or local law, rule or regulation. LAKE COUNTY TRUST COMPANY, personally is not a "Transferor" under the Act and makes no representations concerning any possible environmental defects. In making any warranty herein the Trustee is relying solely on information furnished to it by the beneficiaries and not of its own knowledge and specifically exculpates itself from any liabilities, responsibilities or damages as a result of including any warranty in this instrument.

IN WITNESS WHEREOF, LAKE COUNTY TRUST COMPANY, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Trust Officer and attested by its Assistant Secretary this 29th day of March, 19 90.



LAKE COUNTY TRUST COMPANY, not personally but as Trustee under the provisions of a Trust Agreement dated February 26, 1990 and known as Trust No. 4050.
BY: Karyn Zasada
Karyn Zasada, Trust Officer

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

STATE OF INDIANA }
COUNTY OF LAKE } SS:

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

Witness my hand and seal this 29th day of March, 19 90.

Veronica Petchak
Veronica Petchak Notary Public
Resident: Lake County, Indiana

My Commission Expires:
November 4, 1990