REAL ESTATE MORTGAGE AND SECURITY AGREEMENT (FIXTURE FILING) Donald O. Albertson and 13501 Ivy P. O. Box 1192 Carol B. Albertson, H&W (mailing address: Cedar Lake, IN 46303 ___), ("Mortgagors") of . County, State of Indiana, MORTGAGE AND WARRANT to BANK ONE, MERRILLVILLE, National Association ("Bank"), the following described real estate ("Mortgaged Premises") in <u>Lake</u> Lot #1 and the East 1 of Lot #2, Utopia, Unit No. 1, as shown in Plat Book 34, Page 96, in Lake County, Indiana. TOGETHER WITH all improvements now or hereafter situated on or used in connection with the Mortgaged Premises and all rights, privileges, interest, easements, hereditaments and appurtenances thereunto belonging or in any wise pertaining thereto, and all fixtures, personal property, and building materials now or subsequently attached to or in any way used in connection with the Mortgaged Premises, and the rents, issues, income, uses and profits of the Mortgaged Premises. This Mortgage is given to secure the performance of all provisions hereof and to further secure the repayment of a certain Master Note, in the principal sum of \$ 83,000.00 _____, dated <u>March 28, 1990</u> and executed by Donald O. and Carol B. Albertson , including all extensions, modifications or renewals thereof. tag signi ku jamenga angag sunda. Mang kadi kang menjagiti mentengaan baan mangangan ang mengangan diatawa asa Multiple advances will be made hereunder, and this Mortgage shall secure all such future advances, the total of which at shall not exceed the sum of \$ 83,000.00 The Mortgagors jointly and severally covenant and agree with the Bank that: Mortgagors will pay when due all indebtedness secured hereby, on the dates and in the amounts, respectively, as provided in the Note(s) and in this Mortgage, with attorneys' fees, and without relief from valuation or appraisement laws. 2. Mortgagors will not permit any lien of mechanics or materialmen to attach to the Mortgaged Premises. 3. Mortgagors will keep the Mortgaged Premises in good repair, and will not commit or permit waste thereon, and will pay when due all taxes and assessments levied or assessed against the Mortgaged Premises or any part thereof. 4. Mortgagors are constructing improvements upon the Mortgaged Premises under plans and specifications adopted by them. Mortgagors agree to apply all Advances to them under this Mortgage upon the cost of such construction and agree not to abandon such construction, but to complete the same within a reasonable time, and in any event by September 24 , 19 90 ; and agree that their default under any agreement contained in this Mortgage shall terminate the obligation of Bank thereafter to make further Advances. IN WITNESS WHEREOF, the Mortgagors have caused this Mortgage to be executed this. March STATE OF INDIANA Lake COUNTY OF ___ day of MARCI Before me, a Notary Public in and for said County/and State, this 28 personally appeared Donald O. Albertson and Carol B. Albertson, and acknowledged the execution H&W of the foregoing Mortgage. I hereby certify that I am not an officer or director of Bank. Witness my hand and Notarial Seal. Printed Name Cleaner 177. LUEIERT Notary Public

My County of Residence: _ This instrument was prepared by: Jean Eberle, an Officer of Bank One, Merrillville, NA Return to: Bank One Merrillville, NA Loan Processing 1000 E. 80th Place Merrillville, IN 46410 BORROWER AGREES THAT THE ADDITIONAL TERMS AND CONDITIONS ON THE REVERSE SIDE HEREOF SHALL

CONSTITUTE A PART OF THIS MORTGAGE AND ARE INCORPORATED HEREIN.

CONSTRUCTION MORTGAGE

My Commission Expires:___

ORIGINAL (WHITE)

BORROWER'S COPY (CANARY)

FILE COPY (PINK)