(J)
S
V.
Ø
3
CB.

REAL ESTATE MORTGAGE AND SECURITY AGREEMENT (FIXTURE FILING)

The Donet Corporation, an Indiana (	Corporation ), ("Montgagors") of Lake
the following described real estate ("Mortgaged Premis	to BANK ONE, MERRILLVILLE, National Association ("Bank"), es") in <u>Lake</u> County, <u>Indiana</u> :
See the Attached SCHEDULE "C" attached	d hereto and made a part hereof.
	;
SEEE SEMENIEUR XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	Khaneka kupanisa nemanane.
and all rights, privileges, interest, easements, hereditame taining thereto, and all fixtures, personal property, and but	situated on or used in connection with the Mortgaged Premises ents and appurtenances thereunto belonging or in any wise peruilding materials now or subsequently attached to or in any way rents, issues, income, uses and profits of the Mortgaged Premises.
This Mortgage is given to secure the performance of all parameters Note, in the principal sum of $\frac{850,000,00}{000}$ onet Corporation, an Indiana Corporation	rovisions hereof and to further secure the repayment of a certain dated April 6 , 1990 and executed by including all extensions, modifications or renewals thereof.
	rigage shall secure all such future advances, the total of which
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 attorr	neys' fees, and without relief from valuation or appraisement laws.
2. Mortgagors will not permit any lien of mechani	cs of materialmen to attach to the Mortgaged Premises.
3. Mortgagors will keep the Mortgaged Premises in will pay when due all taxes and assessments levied or	assessed against the Mortgaged Rremises or any part thereof.
This Documen	t is the property of the Myorigaged Premises under plans and specifications adopted
by them. Mortgagors agree to apply all Advances to the	m under this Morigage upon the cost of such construction and
April 6. 19 90 ; and agree that their	default under any agreement contained in this Mortgage shall
terminate the obligation of Bank thereafter to make fur	ther Advances.
IN WITNESS WHEREOF, the Mortgagors have cau	
April , 19_90 .	The Donet Corporation, an Indiana Corporat
	By: John S. Peterman Sec. VIreas
TUY	eiged or
STATE OF INDIANA	Jezald J. Good, President
COUNTY OFLake	
Before me, a Notary Public in and for said County	and State, this 6th day of April 1990
personally appeared The Donet Corporation. a of the foregoing Mortgage.	as Secretary/Treasurer and President of an Indiana Corporationand acknowledged the execution
I hereby certify that I am not an officer or director of B	Bank.
Witness my hand and Notarial Seal.	
	Signature Din k W register -
STAT	Printed Name Diana K Wies Febru 3
	Notary Public m
My Commission Expires: 10/20/93	
COUNT	<del></del>
My County of Residence:	aga, an Officer of Bank One, Merrillville, NA
My County of Residence:	aga, an Officer of Bank One, Merrillville, NA
My County of Residence:  This instrument was prepared by: Richard C. Sim	aga, an Officer of Bank One, Merrillville, NA

BORROWER AGREES THAT THE ADDITIONAL TERMS AND CONDITIONS ON THE REVERSE SIDE HEREOF SHALL CONSTITUTE A PART OF THIS MORTGAGE AND ARE INCORPORATED HEREIN.

5. Mortgagors will procure and maintain in effect at all times adequate insurance in reliable insurance companies acceptable to the Bank against loss or destruction of the Mortgaged Premises on account of fire, windstorm and such other hazards and in such amounts as the Bank may require from time to time, and all such policies of insurance shall contain proper clauses making all sums recoverable upon such policies payable to the Bank and to the Mortgagors as their respective interests may appear; all such policies of insurance and all abstracts of title or title insurance policies with respect to the Mortgaged Premises shall be delivered to and retained by the Bank until the indebtedness secured hereby is fully paid.

After said last-mentioned date, completion of any then unfinished portion(s) of said construction shall be deemed "necessary to protect and preserve the security intended to be given by this Mortgage", within the meaning of paragraph "5" above; and Bank is hereby granted such rights of entry, and other rights, as may be then necessary to complete such construction.

- 6. Bank may, at its option, advance and pay all sums necessary to protect and preserve the security intended to be given by this Mortgage; and all sums so advanced and paid by Bank shall become a part of the indebtedness secured hereby and shall bear interest from date of payment at the same rate or rates as the principal indebtedness evidenced by the Note(s); and such sums may include, but not by way of limitation, (i) insurance premiums, taxes and assessments, and liens which may be or become prior and serior to this Mortgage as a lien on the Mortgage Premises, or any part thereof; (ii) the cost of any abstracts of title, surveys, or other evidence which in the discretion of Bank may be required to establish and preserve the lien of this Mortgage; (iii) all costs, expenses and attorneys' fees incurred by Bank in respect of any and all legal or equitable actions which relate to this Mortgage or to the Mortgaged Premises, during the existence of the indebtedness secured by this Mortgage; and (iv) the cost of any repairs deemed necessary and advisable by Bank to be made to the Mortgaged Premises.
- 7. Bank shall be subrogated to the rights of the holder of each lien or claim paid with moneys secured hereby. If any default shall occur in the payment of any installment of indebtedness secured hereby, or in the performance of any covenant or agreement of Mortgagors hereunder, or if Mortgagors shall abandon the Mortgaged Premises, or shall be adjudged bankrupt, or if a trustee or receiver shall be appointed for Mortgagors or for a major part of the Mortgaged Premises, then and in any such event altitudebtedness secured hereby shall, at the option of Bank, become immediately due and payable without notice to Mortgagors, and this Mortgage may be foreclosed accordingly. The waiver by Bank of any default of Mortgagors shall not operate as a waiver of other defaults hortice by Bank of its intention to exercise any right or option hereunder is hereby expressly waived by Mortgagors, and any one of more of Bank's rights or remedies hereunder may be enforced successively of concurrently. Any delay in enforcing any such right or remedy shall not prevent its later enforcement while Mortgagors shall be in default hereunder. In the event of the foreclosure of this Mortgage, all abstracts of title and all title insurance policies for the Mortgaged Premises shall become the absolute property of Bank.
- 8. All rights and obligations of Mortgagors hereunder shall extend to and be binding upon the several heirs, representatives, successors and assigns of Mortgagors, and shall inure to the benefit of Bank, its successors and assigns. In the event this Mortgage is executed by only one person or corporation, the word "Mortgagors" as used herein shall be construed to mean "Mortgagor", and the terms and provisions of this Mortgage construed accordingly.
- 9. The Bank, at its option, may extend the time for the payment of the Note(s), or reduce the payments thereon, or accept a renewal Note(s) therefor, without the consent of any jurior lienholder, and without the consent of the Mortgagors if the Mortgagors have then parted with title to the Mortgagor Premises, and any such extension, reduction or renewal shall not affect the priority of this Mortgage or impair the security hereof in any manner whatsoever, or release, discharge or affect in any manner the personal liability of the Mortgagors to the Bank.
- 10. This Mortgage shall be deemed a Security Agresment as defined in the Indiana Uniform Commercial Code for the fixtures, personal property, and building materials described in the "TOGETHER WITH" clause on page 1 of this Mortgage. Mortgager further agrees that Bank may file any financing or continuation statements necessary to perfect or maintain its security interest in such personal property or fixtures signed solely by the Bank as the secured party.
- 11. This Mortgage secures an obligation incurred for the construction of an improvement on land, including the acquistion cost of the land if applicable.
- 5(a). In the event of any damage or destruction to any improvements or buildings constituting a part of the Mortgaged premises, Bank shall receive the entire proceeds of any insurance payable on account thereof, provided, however, so long as no uncured event of default exists hereunder, such proceeds shall at the option of Mortgagors, be made available to restore such improvements or building to the same condition as existed immediately prior to casualty.

and the second of the second s

## Schedule "C"

ALL OF GREENWOOD SPRINGS, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 68 PAGE 1, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

