Return To: CALUMET NATIONAL BANK, Commercial Loan Department 5231 Hohman Av., P.O. Box 69, Hammond, IN, 46325

MORTGAGE

THIS INDENTURE, made this

196681

3rd day of April

, A.D., 19 90 ,

by and between Calumet National Bank as Trustee under the Terms & Provisions of Trust Agreement dated 6/9/87 and known as Trust #P-3425 and not Personally.

hereinafter sometimes called the "Mortgagor(s)," party of the first part, and CALUMET NATIONAL BANK, Hammond, Indiana, a corporation duly organized and existing under and by virtue of the laws of the United States of America, hereinafter sometimes called the "Mortgagee," party of the second part, WITNESSETH:

THAT WHEREAS, in order to evidence the just indebtedness to the mortgagee in the principal sum of THREE HUNDRED SIX THOUSAND SEVEN HUNDRED SIXTY SEVEN AND 08/100 dollars (\$306,767.08) for money loaned by the mortgagee, the mortgagor(s) executed and delivered certain promissory note that identified as Loan Number R.E. bearing date of the 3rd day of April A.D., 19 90, payable as thereby provided to the order of the mortgagee in lawful money of the United States of America at the office of the mortgagee in the City of Hammond, Lake County, Indiana, with interest on said principal sum remaining, unpaid from time to time at the rate of . . *Variable, @ CNB Prime per cent. (CRB Prime per annum payable until maturity, and attorney's fees, Monthly. without relief from valuation and appraisament laws, and swith interest, after maturity, until paid, at the highest

SINGLE PAYMENT OF PRINCIPAL DUE ON APRIL 3, 1991.
TWICH THE PRINCIPAL DUE ON APRIL 3, 1991.

the Lake County Recorder!

(THE NOTE SECURED BY THIS MORTGAGE IS SUBJECT TO RENEWAL AND/OR EXTENSION AS PER PARAGRAPH 9
OF THIS DOCUMENT)

rate for which lithis from lawful to contract, said principal sum being payable as follows:

and with the privilege of making extra payments at any time.

NOW THEREFORE, the mortgagor (s), in consideration of the money concurrently loaned as aforesaid, and in order to secure the prompt payment of said principal note and interest, and to better insure the punctual and faithful performance of all and singular the covenants and agreements herein undertaken to be performed by the mortgagor (s), do (es) hereby MORTGAGE and WARRANT unto the mortgagee its successors and assigns, all and singular the real estate situate, lying and being in the County of Lake , and State of Indiana, known and described as follows, to wit:

SEBUENHIBIT AND ATTATCHED HERETO

* Variable with CNB Prime Rate to change from time to time as CNB Prime Rate changes as shown above.

together with all and singular the tenements, hereditaments, privileges and appurtenances thereunto belonging or in any wise appertaining, and the rents, issues and profits thereof, and all buildings and improvements thereon, or that may hereafter be placed thereon; also all the fixtures of every kind and nature necessary or proper for the use and maintenance of said real estate and premises that are now or may hereafter be placed thereon; and, also all the right, title, interest and estate of the mortgagor(s) in and to said premises, hereby releasing and waiving all rights under and by virtue of any and all valuation and appraisement laws of the State of Indiana, and all right to retain possession of said premises after any default in payment of the indebtedness hereby secured, or any part thereof, or breach of any of the covenants or agreements herein contained.

MOREOVER, the mortgagor(s) expressly covenant(s) and agree(s) with the mortgagee as follows, to-wit:

- 1. That the mortgagor(s) will pay all the said note and indebtedness herein mentioned according to the tenor and effect of said note, and will pay all sums of money hereby secured or intended to be secured, all with attorney's fees and without relief from valuation and appraisement laws.
- 2. That the mortgagor(s) will keep the buildings, fences, fixtures, improvements and betterments now on said premises, or that may hereafter be erected thereon, in as good condition as at the present time, and will neither commitmor permit waste on said premises, and will neither do nor permit to be done upon said premises anything that may tend to diminish the value thereof.
- 3: That the mortgagor (s) will pay, before the tame become delinquism, all taxes, assessments and special assessments of every kind that may be levied upon said premises or any part thereof.
- 4. That the mortgagor (s) will keep all building that may be at any time on said premises during the continuance of said indebtedness insured against fire and evindstorm in such company or companies as may be satisfactory to the mortgagee, and for such amount as the mortgagee may from time to time direct, (the loss or damage to be made payable to the mortgagee as its interest may appear), and forthwith upon issuance thereof will deposit such policies with the mortgagee.
- That in case the mortgagor(s) fail(s) to pay any tax, assessment, or special assessment, or fail(s) to keep the buildings, fences, and fixtures on said premises in good repair and insured as above provided, the mortgagee may pay such taxes, assessments or special assessments or special assessments, or may redeem said premises from sale for taxes, assessments or special assessments, make repairs or procure insurance, and may pay, remove or discharge any claim, lien or encumbrance, or may purchase any tax title or claim against said premises, and protect the title and possession thereof, in order to preserve the priority of the lien of this mortgage thereon, and may employ attorneys at law to perform any service connected with this mortgage, or to prosecute or defend any suit affecting or involving this mortgage or the title or possession of said premises, and that all moneys faithfor any such purpose and sall moneys laid out by this mortgage and the security intended to be effected hereby, shall be immediately due and payable with interest thereon at the highest rate of interest permissisable by law, and become so much additional indebtedness secured by this mortgage, and the mortgagor (s) agree (s) to pay all sums so advanced with interest, without relief from valuation and appraisement laws; provided, however, that it shall not be obligatory upon the mortgagee to advance money for any of the purposes aforesaid, or to inquire into the validity of such taxes, as sessment or special assessments, or tax sales (the receipts of the proper officers being conclusive evidence of the validity and amount thereof), or into the necessity of such repairs.
- 6. That if default be made in the performance of any of the covenants or agreements herein or in said note contained, on the part of the mortgagor(s) to be kept and performed, then the whole of said indebtedness secured hereby, including all payments for liens, taxes, assessments, special assessments, insurance, attorney's fees, costs, charges or expenses, shall, at the election of the mortgagee, and without notice of such election, at once become and be due and payable at the place of payment aforesaid, anything in said note or herein to the contrary notwithstanding, and thereupon the mortgagee shall have the right (either with or without process of law, using such force as may be necessary) to enter upon and possess, hold and enjoy said property, and to lease the same or any part thereof upon such terms as to it shall seem best, and to collect and receive all the rents, issues and profits thereof, and to make alterations, improvements and repairs, effect insurance, pay taxes, assessments and special assessments, and do all such other things as may be deemed necessary, for the proper protection of the property; and the mortgagee shall have the right to foreclose this mortgage and shall have all other rights and remedies that the law provides, and sales under foreclosure decree shall be without relief from valuation and appraisement laws.

- 7. That upon commencement of any foreclosure, or at any time thereafter, and prior to the expiration of the time for redemption from any sale of said premises on foreclosure, any court of competent jurisdiction, upon application of the mortgagee, may appoint a receiver for said premises to take possession thereof, to collect the rents, issues and profits of said premises during the pendency of such foreclosure, and until the time to redeem the same from foreclosure sale shall expire, and out of rents, issues and profits, to make necessary repairs and to keep the premises in proper condition and repair, and to pay all taxes, assessments and special assessments, to redeem from sale for taxes, assessments and special assessments, and to pay insurance premiums necessary to keep said premises insured in accordance with the provisions of this mortgage and to pay the expense of the receivership, and said receiver shall apply the net proceeds to the payment of the indebtedness secured hereby, and such receiver shall have all the other usual powers of receivers in such cases.
- 8. That in case suit be brought to foreclose this mortgage, an adequate and reasonable sum shall be allowed to the mortgagee in such proceedings for attorney's fees and the costs of a complete abstract of title to said premises, which several sums shall be so much additional indebtedness secured hereby, and shall be recoverable as such whether the suit proceeds to decree or not and shall be included in the decree entered in such foreclosure.
- 9. That the mortgagee, at its option, may extend the maturity of the note and indebtedness secured hereby, or any balance due thereon, from time to time, upon written agreement executed by the mortgagor(s), for such further periods, at such rate of interest, and upon such conditions as may then be agreed upon, and no such extension, and no forbearance or delay of the mortgagee in enforcing any of the provisions of this indenture, shall operate to impair the lien hereof or waive any rights accrued or the might accrue hereunder.
- 10. That this indenture and the note secured hereby are mide and executed under, and are, in all respects, to be construed by the laws of the State of Indiana, and that the various rights, powers, options, elections, appointments and remedies herein contained shall be construed as cumulative, and no one of them as exclusive of any other or, of any right or remedy allowed by law, and all shall inure to the benefit of the successors and assignst of the mortgages and of all holders of said note.
- thereon, and up to that time, shall have well and truly performed all and singular the covenants and agreements here in undertaken to be performed them all of such covenants and agreements shall cease and determine (but not other wise), and the mortgagor (s), or the successors or assigns thereof, shall be entitled to a satisfaction of this mortgage, but shall pay the expense of recording the same.

IN WITNESS WHEREOF, the mortgagor (s) day and year first above written.

executed this instrument under seal the

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CALUMET NATIONAL BANK AS TRUSTEE UNDER THE

TERMS: & PROVISIONS OF TRUST AGREEMENT DATED:
6/9/87 AND KNOWN AS TRUST #P-3425 AND NOT

PERSONALLY.
BY: Some E Soat

BARRY E. SLOAT.
VICE PRESIDENT & TRUST OFFICER

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

BEFORE ME, the undersigned, a notary public in and for said County and State personally appeared

and acknowledged the execution of the above and foregoing instrument as and deed for the uses and purposes therein set forth.

free and voluntary act

and decentor die designing purposes therein sec rorun.

GIVEN under my hand and official seal this

3rd day of April

. 1990

My commission expires:

Shari L. Smith

Notary Public

County of Residence: /-/8-94

This Instrument Prepared By: Thomas E. Bajusz, Vice President

PARCEL 1: PART OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 9, TOWNSHIP 34 NORTH, RANGE 9 WEST OF THE 2ND PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SUOTHWEST CORNER OF SAID EAST 1/2 OF THE NORTHWEST 1/4; THENCE EAST ALONG THE SOUTH LINE THEREOF, 165.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH PARALLEL WITH THE WEST LINE OF SAID EAST 1/2 OF THE NORTHWEST 1/4, 660.00 FEET, THENCE EAST PARALLEL WITH THE SOUTH LINE OF SAID EAST 1/2 OF THE NORTHWEST 1/4, 495.00 FEET; THENCE EAST 674.11 FEET TO A POINT ON THE EAST LINE OF SAID EAST 1/2 OF THE MORTHWEST 1/4 THENCE SOUTH ALONG SAID EAST LINE 1155.00 FEET TO THE MORTHWEST 1/4 THENCE SOUTH ALONG SAID EAST LINE 1155.00 FEET TO THE SOUTHEAST CORNER OF SAID EAST 1/2 OF THE MORTHWEST 1/4; THENCE WEST ALONG THE SOUTH LINE OF SAID EAST 1/2 OF THE MORTHWEST 1/4, 1163.86 FEET TO THE POINT OF BEGINNING IN LAKE COUNTY, INDIANA;

PARCEL 2:

The East 4 of the Northwest 4 of Section 9, Township 34 North, Range 9 West of the Second Principal Meridian, Lake County, Indiana, a parcel of land containing approximately 30 acres, more or less, EXCEPT the following two described parcels of land:

PARCEL A A part of the East Half of the Northwest Quarter or Section 9, Township 34 North, Range 9 West of the 2nd P.M., described as follows: Commencing at the Southwest corner of said East Half of the Northwest Quarter; thence East along the South line thereof, 165.00 feet to the point of beginning; thence North parallel to the West line of said East Half of the Northwest Quarter, a distance of 660.00 feet; thence East parallel to the South line of said East Half of the Northwest Quarter a distance of 495.00 feet; thence North parallel to the West line of said East Half of the Northwest Quarter a distance of 495.00 feet; thence 674.00 feet to a point on the East line of said East Half of the Northwest Quarter that is 1155.00 feet North of the Southeast corner of his idocust did is effethe Northwest Quarter; thence West along the South line of said East Half of the Northwest Quarter, a distance of 163.86 feet to the point of beginning, containing 25.364 acres, more or less, in Lake County, Indiana, and except

A part of the Northwest Quarter of Section 9, Township 34 PARCEL A part of the Northwest Quarter of Section 9, Township 34
North, Range 9 West of the Second Principal Meridian, situated in Lake County, State of Indiana, and being more particularly described as follows: Beginning at a point on the North line of said Section 9, said point being 1329.34 feet East of the Northwest corner of Section 9, said point also being the Northeast corner of land described in Deed Record 118, page 358; thence Southwardly along the East line of said land described in Deed Record 118, page 358, and the East line of land described in Deed Record 118, page 358, and the East line of land described in Deed Record 115, page 513, a distance of 2660.40 feet to a point on the South line of the Northwest Quarter of said Section 9, said point on the South line of the Northwest Quarter of said Section 9, said point being the Southeast corner of said land described in Deed Record 115, page 513; thence Eastwardly with a deflection angle of 89 degrees 17 minutes 30 seconds to the left stong the South line of the Northwest Quarter of said Section 9 a distance of 165 feet to a point; thence Northwardly with a deflection angle of 90 degrees 42 minutes 30 seconds to the left parallel with the East line of said land described in Deed Record 115, page 513, a distance of 660 feet to a point; thence Eastwardly with a deflection angle of 90 degrees 42 minutes 30 seconds to the right parallel with the South line of the Northwest Quarter of said Section 9 a distance of 495 feet to a point; thence Northwardly with a deflection angle of 90 degrees 42 minutes 30 seconds to the left parallel with the East line of said land described in Deed Records 115, page 513, and 118, page 358, a distance of 1341.32 feet to a point, thence Westwardly with a deflection angle of 89 degrees 22 minutes to the left parallel with the North line of said Section 9 a distance of 495 feet to a point; thence Northwardly with a deflection angle of 89 degrees 22 minutes to the right parallel with the East line of said land described in Deed Record 118, page 358, a distance of 660 feet to a point on the North line of said Section 9; thence Westwardly with a deflection angle of 89 degrees 22 minutes to the left along the North line of said Section 9 a distance of 165 feet to the place of beginning of this description, and containing 25.32 acres of land.

Executed and delivered by the Calumet National Bank, not in its individual capacity, but solely in the capacity herein described, for the purpose of binding the herein described property and it is expressly understood and agreed by the parties hereto, anything herein to the contrary notwithstanding, that each and all of the undertakings and agreements herein made, are made and intended not as personal undertakings and agreements of the Trustee, or for the purpose of binding the Trustee personally, but executed and delivered by the Trustee solely in the exercise of the powers conferred upon it as such Trustee, and no personal liability or personal responsibility is assumed by, or shall at any time be asserted or enforced against said Trustee on account hereof or on account of any undertaking or agreement herein contained, either expressed or implied, all such personal liability, if any, being hereby expressly waived and relaeased by all other parties hereto, and those claiming by, through, or under them:

