

BANK ONE 097193 REAL ESTATE MORTGAGE AND SECURITY AGREEMENT (FIXTURE FILING)

Lake County Trust Company, as Trustee under a Trust Agreement dated February 1, 1980 and known as Trust No. 2940, ("Mortgagors") of Lake County, State of Indiana, MORTGAGE AND WARRANT to BANK ONE, MERRILLVILLE, National Association ("Bank"), the following described real estate ("Mortgaged Premises") in Lake County, Indiana :

X

SEE EXHIBIT "C" attached hereto and incorporated herein by this reference.

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 \$ 750,000.00, dated April 6, 1990 and executed by Lake County Trust Company, as Trustee under a Trust Agreement dated January 5, 1989 and known as Trust No. 2940, including all extensions, modifications or renewals thereof.

Multiple advances will be made hereunder, and this Mortgage shall secure all such future advances, the total of which shall not exceed the sum of \$ 750,000.00.

The Mortgagors jointly and severally covenant and agree with the Bank that:

1. 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 appraisal 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 April 6, 1991; 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 6th day of April, 1990, Lake County Trust Company, as Trustee under a Trust Agreement dated February 1, 1980 and known as Trust No. 2940

SEE SIGNATURE PAGE ATTACHED

STATE OF INDIANA)
) ss:
COUNTY OF Lake)



Before me, a Notary Public in and for said County and State, this 6th day of April, 1990, Lake County Trust Company, as Trustee under a Trust Agreement dated February 1, 1980 and known as Trust No. 2940 and acknowledged the execution of the foregoing Mortgage.

I hereby certify that I am not an officer or director of Bank.
Witness my hand and Notarial Seal.

Signature Beth A. Hamilton
Printed Name Beth A. Hamilton
Notary Public

My Commission Expires: October 5, 1992

My County of Residence: Lake

This instrument was prepared by: Richard C. Simaga, 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 ORIGINAL (WHITE) BORROWER'S COPY (CANARY) FILE COPY (PINK)

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STATE OF INDIANA, S.M.

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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 senior 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 all indebtedness 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. Notice 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 or 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 junior lienholder, and without the consent of the Mortgagors if the Mortgagors have then parted with title to the Mortgaged 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 Agreement 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. Mortgagor 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 acquisition 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.

EXHIBIT "C"

Parcel 1:

Units 5040 A, B, C, D and E and 5045 A, B, C, D, and E in Building 5, Lake Holiday Condominium. a horizontal property regime, as per Declaration recorded September 18, 1981, as Document No. 644345 and as amended by First Amendment to Declaration recorded September 10, 1982 as Document No. 677329 and as amended by Second Amendment recorded February 27, 1989 as Document No. 024499 and as amended by Third Amendment recorded May 23, 1989 as Document No. 038016 and as re-recorded on June 1, 1989 as Document No. 039603 and as amended by Fourth Amendment recorded September 26, 1989 as Document No. 059778 and as amended by Fifth Amendment to Declaration recorded February 9, 1990 as Document No. 083896 in the Recorder of Deeds of Lake County, Indiana, together with undivided interest in the common areas appertaining thereto and Garage Nos. G1 to 10.

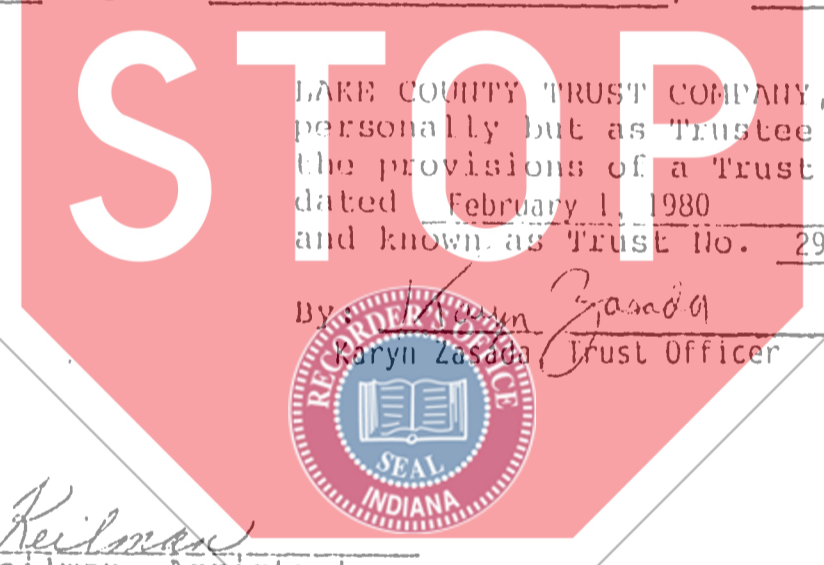
Parcel 2:

Unit 5025-B, Building 3, Lake Holiday Condominium. a horizontal property regime, as created by Declaration Of Condominium recorded September 19, 1981, as Document Nos. 644345 and 644346, and as amended by First Amendment to Declaration Of Lake Holiday Condominiums, recorded August 10, 1982, as Document Nos. 677329 and 677330, and as amended by Second Amendment recorded February 27, 1989 as Document Nos. 024499 and 024500, and as amended by Third Amendment recorded May 23, 1989 as Document No. 038016 and as recorded on June 1, 1989 as Document No. 039603 and as amended by Fourth Amendment recorded September 26, 1989 as Document No. 059778 in the Recorder of Deeds of Lake County, Indiana, together with undivided interest in the common areas appertaining thereto.

THIS MORTGAGE, ASSIGNMENT OF RENTS and SECURITY AGREEMENT 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 notes contained shall be construed as creating any liability on the said First Party or on said Lake County Trust Company personally to pay the said principal notes 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 the First Party and its successors and said Lake County Trust Company personally are 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 set forth herein 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.

Document is NOT OFFICIAL!
 This Document is the property of the Lake County Recorder!

IN WITNESS WHEREOF, LAKE COUNTY TRUST COMPANY, not personally but as Trustee as aforesaid, has caused this instrument to be signed by its Trust Officer and attested by its Assistant-Secretary this 5th day of April, 1990.



LAKE COUNTY TRUST COMPANY, not personally but as Trustee under the provisions of a Trust Agreement dated February 1, 1980 and known as Trust No. 2940.

By: Karyn Zasada
 Karyn Zasada, Trust Officer



ATTEST:

By: Charlotte L. Keilman
 Charlotte L. Keilman, Assistant-Secretary

STATE OF INDIANA)
) SS:
 COUNTY OF LAKE)

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that the abovenamed Karyn Zasada Trust Officer and Assistant Secretary of the Lake County Trust Company, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Trust Officer and Assistant Secretary respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth.

Witness my hand and seal this 5th day of April, 1990.

Karyn Zasada
 Notary Public

My Commission Expires:
December 4, 1991

Residence: Lake County, Indiana