

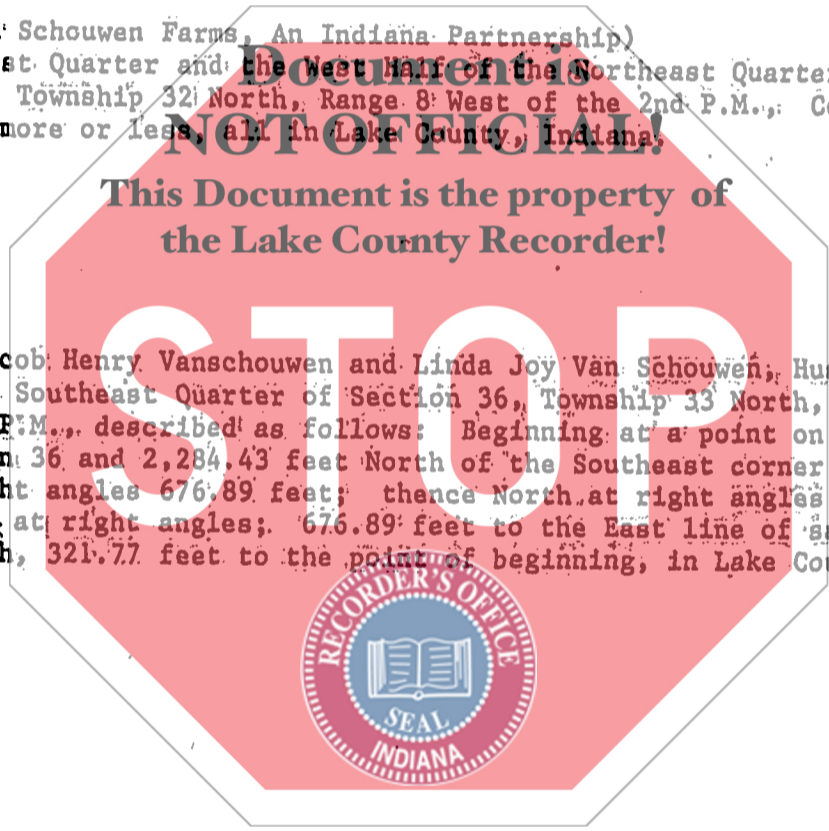
91018895

REAL ESTATE MORTGAGE

THIS MORTGAGE made this 9th day of April, 1991 by and between Van Schouwen Farms, An Indiana Partnership and Jacob Henry Van Schouwen Linda Joy Van Schouwen, Husband & Wife (hereinafter jointly and severally referred to as "Mortgagor"), of 19306 Clay Street Hebron, Indiana, 46341, and BANK OF HIGHLAND, whose principal office is at 2611 Highway Avenue, Highland, Indiana 46322, an Indiana Corporation, (hereinafter referred to as "Mortgagee"), WITNESSETH that Mortgagor in consideration of ONE DOLLAR and other valuable consideration, the receipt and sufficiency of which being hereby acknowledged does MORTGAGE and WARRANT unto the Mortgagee, the following described real estate, together with its rents, issues and profits and all buildings, improvements, fixtures and crops there on or hereafter erected thereon, and all rights, appurtenances, privileges, interests, easements, minerals including coal, oil and gas and all rights therein including mineral and oil and gas leases, timber and hereditaments thereto belonging, situated in LAKE County, State of Indiana (sometimes hereafter called the "Mortgaged Premises"):

EMERSON TITLE INSURANCE COMPANY
INDIANA DIVISION

Parcel 1: (Van Schouwen Farms, An Indiana Partnership)
The Northwest Quarter and the West Half of the Northeast Quarter, all in Section 14, Township 32 North, Range 8 West of the 2nd P.M., Containing 240 acres, more or less, all in Lake County, Indiana.



Parcel 2: (Jacob Henry Vanschouwen and Linda Joy Van Schouwen, Husband and Wife)
Part of the Southeast Quarter of Section 36, Township 33 North, Range 8 West of the 2nd P.M., described as follows: Beginning at a point on the East line of said Section 36 and 2,284.43 feet North of the Southeast corner thereof; thence West at right angles 676.89 feet; thence North at right angles 321.77 feet; thence East at right angles; 676.89 feet to the East line of said Section 36; thence South, 321.77 feet to the point of beginning, in Lake County, Indiana.

STATE OF INDIANA/S.S. NO.
LAKE COUNTY
APR 22 9 53 AM '91
ROBERT J. BOGGS
RECORDER

12.00
ct

COMMONLY KNOWN AS:

Document is

NOT OFFICIAL

This Mortgage is made to secure the payment without relief from valuation and appraisal laws,

FIRST, of the indebtedness due from a note of even date to the Mortgagee in the principal sum of ONE HUNDRED FORTY THOUSAND

(\$140,000.00)

Dollars

which the Mortgagee has advanced, or has obligated itself to advance, evidenced by the beginning date of said note(s) as therein specified, if not sooner paid, due and payable no later than April 9, 1998. Together with any renewals

and extensions, partial or otherwise;
SECOND, To secure the payment of all unpaid balances of any additional or other loan advance which the Mortgagee may make under provisions of notes secured hereby, to the aforementioned person, no matter how the same may be evidenced, and;
THIRD, to secure unpaid balances of any loans made in the future by Mortgagee to the aforementioned person, at the request of the aforementioned person, Mortgagor or his successor in title, no matter how such loans may be evidenced.

In all cases the secured debt includes advancements to protect the security, expenses of collection and a reasonable attorney's fee. The parties hereto agree and intend that this Mortgage shall secure unpaid balances of any loans or advances made by Mortgagee to the aforementioned person(s) not to exceed the maximum amount outstanding at any one time of ONE HUNDRED FORTY THOUSAND AND NO/100 Dollars (\$140,000.00) in the aggregate and exclusive of interest thereon. If the unpaid balance at any time exceeds such amount, then this Mortgage shall secure that portion of the outstanding balance which does not exceed such amount.

The Mortgagor further covenants and agrees with the Mortgagee, as follows:

1. NO LIENS OR ASSESSMENTS. Not to permit any lien or assessment other than current taxes not delinquent to encumber the Mortgaged Premises.

2. INSURANCE. To maintain insurance on all buildings and other improvements on the Mortgaged Premises against damage by fire, windstorm or other normal risks under extended coverage in companies and amounts satisfactory to Mortgagee. All policies evidencing such insurance shall have attached thereto standard Mortgagee riders making such insurance payable to Mortgagee as its interest may appear, and shall provide for at least ten (10) days' prior written notice of cancellation or material change in

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coverage to Mortgagee. All such policies or appropriate certificates, at Mortgagee's request, shall be deposited with Mortgagee.

3. MAINTENANCE, WASTE, USE, ALTERATIONS AND ENCUMBERED PERSONAL PROPERTY. To keep all buildings, fences and other improvements on the Mortgaged Premises in as good repair and condition as the same are in at this date, and to promptly, repair, rebuild or restore any part damaged or destroyed and to permit no waste, and especially no cutting or timber or removal of oil, gas, coal or other minerals except for the actual needs of the property. Mortgagor shall not make or permit, without Mortgagee's written consent (A) any use of the Mortgaged Premises for any purpose other than that for which the same is not used or as identified to Mortgagee as intended to be used; (B) any substantial alterations of the buildings, improvements, fixtures, apparatus, machinery, and equipment now or hereafter erected or located upon the said premises; (C) any purchase, lease or agreement under which title is reserved in the vendor respecting any fixtures, apparatus, machinery equipment, or personal property to be placed in or upon any of the buildings or improvements on the Mortgaged Premises unless any such interest is subordinated to the lien of this Mortgage, and Mortgagor shall execute and deliver, from time to time, such further instruments as may reasonably be requested by Mortgagee in order to confirm the priority of this mortgage lien.

4. APPOINTMENT OF RECEIVER. Mortgagor acknowledges the propriety of, and consents to, the appointment of a receiver for the Mortgaged Premises upon seven days' notice in the event that any action is commenced involving the Mortgaged Premises or to foreclose this Mortgage.

5. CONDEMNATION. In the event the property taking or condemnation respecting any part of the Mortgaged Premises by proper authority, any damages paid or award allowed shall, at the option of the Mortgagee, be applied first toward the satisfaction of Mortgage.

6. ADVANCEMENTS BY MORTGAGEE. Mortgagee may, at its option, advance and pay all sums necessary to protect and preserve the Mortgaged Premises. All sums so advanced by the Mortgagee shall become a part of the indebtedness secured hereby and shall bear interest from the date or dates of payment at the default rate provided in the notes secured hereby. Such sums may include, but are not limited to, insurance premiums, taxes, assessments and liens which may be, or become prior and senior to this Mortgage as a lien on the Mortgaged Premises, or any part thereof, and all costs, expenses and attorneys' fees incurred by the Mortgagee in respect of any and all legal or equitable proceedings which relate to this Mortgage or to the Mortgaged Premises.

EVENTS OF DEFAULT AND ACCELERATION. Time is of the essence of this agreement. The occurrence of any of the following shall constitute a default under this Mortgage.

- A. Nonpayment or nonperformance of any of the obligations secured hereby or of any covenant under this Mortgage.
- B. Any warranty, representation or statement made or furnished to Mortgagee by, or on behalf of, Mortgagor in connection with this Mortgage or to induce Mortgagee to make any loan, advancement or other extension of credit to Mortgagor which is untrue or misleading in any material respect as of the date when made or furnished.
- C. Any substantial uninsured loss, theft, damage or destruction of the Mortgaged Premises, or the making of any levy, seizure or attachment against it.
- D. The death, dissolution or termination of existence of Mortgagor (except a technical dissolution which is cured within 30 days), or the insolvency or business failure of Mortgagor in writing of an inability to pay debts as they become due; or the appointment of a receiver or trustee for any part of the property of Mortgagor; or an assignment for the benefit of Mortgagor's creditors; or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Mortgagor or against any guarantor or surety for Mortgagor or any part of the

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- obligations, secured hereby, or if the Mortgagor shall abandon the Mortgaged Premises.
- E. Default by Mortgagor in the payment of any indebtedness of Mortgagor for borrowed money, other than any of the obligations secured hereby or the acceleration of the maturity date of any such indebtedness of Mortgagor.
- F. Mortgagee's reasonably deeming any of the obligations secured hereby to be insecure for any other reason.


Upon any default the entire indebtedness secured hereby shall become immediately due and payable at the option of the Mortgagee, without notice, and this Mortgage may be foreclosed accordingly. Upon such default and acceleration the Mortgagee may continue the abstract of title to the Mortgaged Premises, or obtain other appropriate title evidence, and may add the cost thereof to the principal balance due.

NONWAIVER REMEDIES. Delay by the Mortgagee in the exercise of any of its rights hereunder shall not preclude the exercise thereof so long as the Mortgagor is in default hereunder, and no failure of the Mortgagee to exercise any of its rights hereunder shall preclude the exercise thereof in the event of a subsequent default by the Mortgagor hereunder. The Mortgagee may enforce any one or more of its rights or remedies hereunder successively or concurrently.

IN GENERAL. The Mortgagee may extend the time for payment of the indebtedness, or reduce the payments thereon, or accept a renewal note or notes therefor without consent of any junior lienholder, and without the consent of the Mortgagor if the Mortgagor has then parted with title to the Mortgaged Premises. No such extension, reduction or renewal shall affect the priority of this Mortgage or impair the security thereof. The Mortgagee may, at its option, discharge or affect in any manner the personal liability of the Mortgagor to the Mortgagee. The titles of the paragraphs in this instrument are for convenience only, and do not limit the contents of such paragraphs. All rights and obligations hereunder shall extend to and be binding upon, the several heirs, representatives, successors and assigns of the parties to the Mortgage. When applicable, use of the singular form of any word shall mean or apply to the plural, and masculine form shall mean and apply to the feminine or the neuter.

IN WITNESS WHEREOF, the Mortgagor has executed this mortgage as of day and year first above written.

Marshall Van Schouwen
Marshall Van Schouwen - Partner
Alyda Van Schouwen
Alyda Van Schouwen - Partner
Marvin Van Schouwen
Marvin Van Schouwen - Partner
Lauren Van Schouwen
Lauren Van Schouwen - Partner
STATE OF INDIANA, Lake County ss:


Jacob Henry Van Schouwen (Seal)
Jacob Henry Van Schouwen - Borrower
Partner and Individually
Linda Joy Van Schouwen (Seal)
Linda Joy Van Schouwen - Borrower
Partner and Individually

On this 9th day of April 1991, before me, the undersigned, a Notary Public in and for said County, personally appeared Marshall Van Schouwen, Alyda Van Schouwen, Marvin Van Schouwen, Lauren Van Schouwen, and acknowledged the execution of the foregoing instrument.

WITNESS my hand and official seal.

MY COMMISSION EXPIRES: 9/29/91
COUNTY OF RESIDENCE: Lake

Janice L. Tinsley
Janice L. Tinsley - Notary Public

This instrument prepared by: Donald L. Harris - Vice President/Commercial Loan Officer