

91012365

MORTGAGE

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THIS MORTGAGE made this 19TH day of April, 1991, between CALUMET NATIONAL BANK, not personally, but as Trustee under a Trust Agreement dated the 11TH day of April, 1991, and known as Trust No. 3791, having its chief executive offices located at 5231 Hohman Avenue, Hammond, Indiana 46320 (hereinafter referred to as "Mortgagor"), and CALUMET NATIONAL BANK, a national banking association having its principal office at 5231 Hohman Avenue, Hammond, Indiana 46320 (herein "Mortgagee"),

WITNESSETH:

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, Mortgagor does hereby grant, mortgage, warrant, and convey, with mortgage covenants, to Mortgagee that real estate situated in Lake County, State of Indiana, described in Exhibit "A" attached hereto and by reference made a part hereof together with all rights, privileges, interests, mineral rights, water rights, air rights, timber rights and/or gas rights, easements, buildings, improvements, appurtenances, fixtures and hereditaments therein, thereon, or thereto belonging (herein collectively "Real Estate"), and the rents and profits and other income of the Real Estate, which said rents and profits are now and hereby assigned to Mortgagee.

ARTICLE 1. INDEBTEDNESS SECURED

This Mortgage is given to secure the following:

1.01. Payment of that Commercial Promissory Note by Manley Minard and Mattie Minard in favor of Mortgagee and dated April 19TH, 1991, in the original principal amount of \$485,000.00 and with any unpaid balance of principal and interest being due and payable on or before the 19TH day of October, 1992.

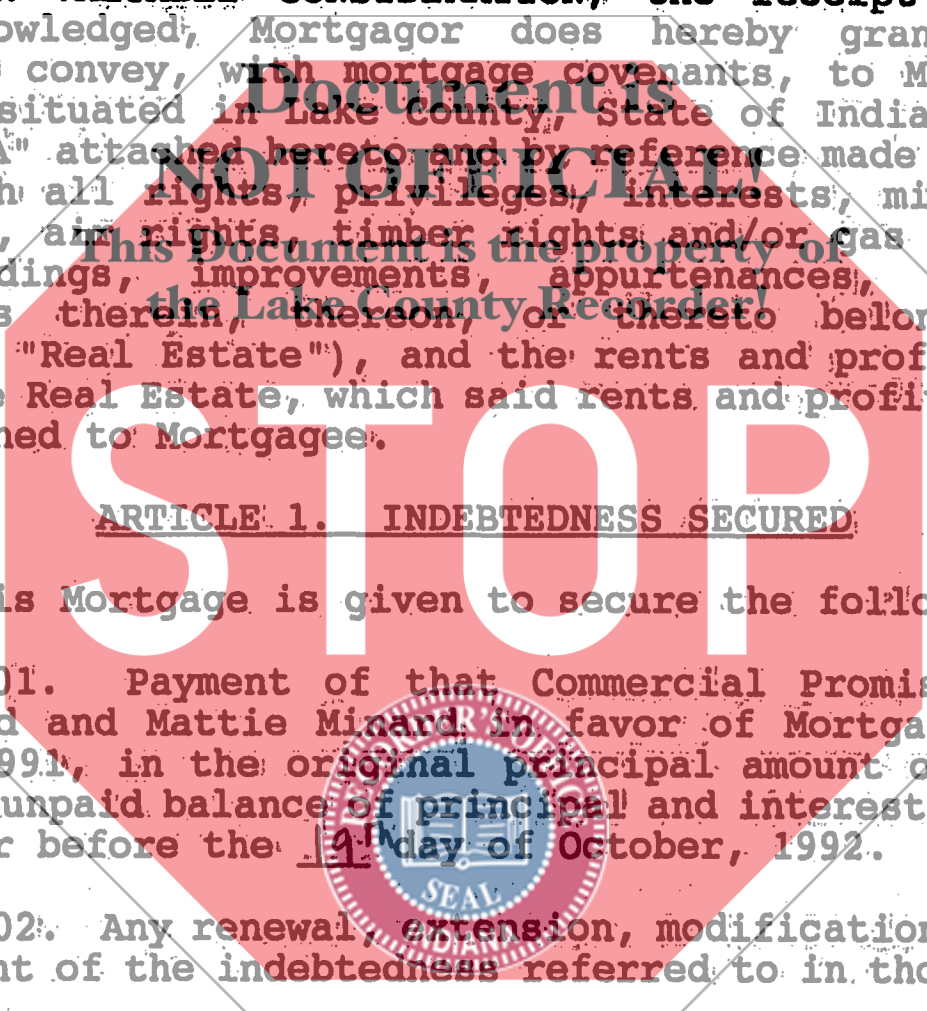
1.02. Any renewal, extension, modification, refinancing or replacement of the indebtedness referred to in those paragraphs 1.01., above.

1.03. All interest, attorney fees, and costs of collection with respect to the obligations referred to in those paragraphs 1.01 through 1.02 above, together with any extensions or renewals thereof.

1.04. The performance by the Beneficiary and/or Mortgagor of all of the covenants, agreements, promises, payments and conditions contained in this Mortgage agreement.

The Mortgagor shall have and hold the mortgaged premises unto the Mortgagee, for the purposes and uses set forth herein under the following terms and conditions:

INDIANA TITLE INSURANCE COMPANY
INDIANA DIVISION
STATE OF INDIANA/S.S. NO.
LAKE COUNTY
FILED
APR 16 PM '91
RECORDER



34.00
OK

ARTICLE 2. COVENANTS

Mortgagor hereby covenants and agrees with Mortgagee as follows:

Section 2.01. No Personal Liability of Trustee. Mortgagor and Mortgagee acknowledge that nothing in this Mortgage or in the Note shall obligate Mortgagor personally to pay the Note or other obligations or to perform any covenant contained herein. Rather, Mortgagee and Mortgagor acknowledge that the following covenants shall be performed by and be the obligation of the Beneficiary of such Land Trust who, by executing the acknowledgement attached to and made a part of this Mortgage, agree to be bound by the following covenants. The Mortgagor acknowledges and agrees that the failure of the Beneficiary to perform any covenant or agreement in this Mortgage, shall constitute an event of default as provided in Section 2.01 of this Mortgage.

Section 2.02. Security Agreement. Mortgagor hereby grants to Mortgagee a security interest in all fixtures currently attached to the Real Estate and in and to all property to be attached or affixed to such Real Estate in the future including, but not necessarily limited to, all heating, ventilation and air conditioning equipment including related electrical components and duct work, all electrical wiring and equipment attached to or incorporated into the Real Estate, all shelving and storage devices affixed or attached to the Real Estate and all equipment or machinery attached to or affixed to such Real Estate. This Mortgage is hereby deemed a Security Agreement under the Uniform Commercial Code for the purpose of hereby creating a security interest in the aforementioned property.

Section 2.03. Waste and Maintenance of Premises. The Mortgagor and/or Beneficiary shall abstain from and not permit the commission of waste in or about the Real Estate; shall not move or demolish, or alter the structural character of, any building at any time erected on the Real Estate without the prior written consent of the Mortgagee; shall maintain the Real Estate in good condition and repair, reasonable wear and tear excepted. The Mortgagee shall have the right, but not the duty, to enter upon the premises at any reasonable hour to inspect the order, condition, and repair thereof, including the interiors of any buildings and improvements located thereon.

Section 2.04. Insurance Obligation. The Mortgagor and/or Beneficiary will procure, deliver to, and maintain for the benefit of the Mortgagee during the continuance of this Mortgage and until the same is fully satisfied and released, a policy or policies of insurance insuring the buildings and improvements now existing or hereafter erected on the Real Estate for their full value against loss or damage by fire, lightning, flood (if required by applicable law), windstorm, hail, explosion, riot, civil

commotion, aircraft, vehicles, smoke, and such other hazards, casualties, and contingencies as the Mortgagee may designate. All policies of insurance required hereunder shall be in such form and amounts and by such companies, as the Mortgagee may accept, and shall contain a mortgagee clause acceptable to the Mortgagee, with loss payable to the Mortgagor and the Mortgagee as their interests may appear and shall provide that no act or omission of Mortgagor and/or Beneficiary or any other person shall affect the right of Mortgagee to be paid the insurance proceeds pertaining to the loss or damage of the insured property. Such policies shall require the insurance company to provide Mortgagee with at least thirty (30) days' written notice before such policies are altered or cancelled in any manner. The Mortgagor and/or Beneficiary will promptly pay when due any premiums on any policy or policies of insurance required hereunder, and will deliver to the Mortgagee renewals of such policy or policies at least ten (10) days prior to the expiration date(s) thereof, the said policies and renewals to be marked "paid" by the issuing company or agent.

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In the event of any loss or damage, the Mortgagor and/or Beneficiary will give prompt notice to the Mortgagee. All proceeds of insurance in the event of such loss or damage shall be payable jointly to the Mortgagor, its successors and assigns, and the Mortgagee. All funds will be utilized by the Mortgagor to the extent necessary to restore the Real Estate to substantially the same condition as the Real Estate existed prior to the loss or damage, unless the Mortgagee shall elect not to do so. In the latter event, the Mortgagee shall then apply the proceeds to the then existing indebtedness and the balance shall be paid to the Mortgagor. Mortgagee may act as attorney-in-fact for the Mortgagor in making and settling claims under insurance policies, cancelling any policy or endorsing Mortgagor's name on any draft or negotiable instrument drawn by any insurer.

Section 2.05. Payment of Taxes and Other Charges. The Mortgagor and/or Beneficiary shall pay all real estate taxes, water and sewer rents, other similar claims and liens assessed or which may be assessed against the Real Estate or any part thereof, without any deduction or abatement, in a manner acceptable to such taxing authorities and shall produce to the Mortgagee receipts for the payment thereof in full and shall pay every other tax, assessment, claim, lien, or encumbrance which may at any time be or become a lien upon the Real Estate prior to the lien of this Mortgage; provided, however, that if the Mortgagor and/or Beneficiary shall in good faith, and by proper legal action, contest any such taxes, claims, liens, encumbrances or other charges or the validity thereof, and shall have established on its books or by deposit of cash with the Mortgagee (as the Mortgagee may elect), a reserve for the payment thereof in such amount as the Mortgagee may require, then the Mortgagor and/or Beneficiary shall not be required to pay the same, or to produce such receipts, during the maintenance of said reserve and as long as such contest

operates to prevent collection, and is maintained and prosecuted with diligence, and shall not have been terminated or discontinued adversely to the Mortgagor.

Section 2.06. Payment of Future Taxes. If at any time the United States Government or any other federal, state, or municipal government or subdivision thereof shall require internal revenue or other documentary stamps or tax on this Mortgage or the indebtedness secured hereby, upon demand the Mortgagor and/or Beneficiary shall pay for same; and on failure to make such payment within fifteen (15) days after demand for same, the Mortgagee may pay for such stamps and add the amount so paid to the principal indebtedness evidenced by the note and secured by this Mortgage, and said additional principal shall bear interest at the rate applicable to the note secured hereby.

Section 2.07. Compliance with Ordinances. The Mortgagor and/or Beneficiary shall comply with any municipal ordinance or regulation affecting the Real Estate within thirty (30) days after notice thereof; provided, however, that if the Mortgagor and/or Beneficiary shall, in good faith, and by proper legal action, contest any such ordinance or regulation, or the validity thereof, then the Mortgagor and/or Beneficiary shall not be required to comply therewith so long as such contest operates to prevent enforcement, and is maintained and prosecuted with diligence, and shall not have been terminated or discontinued adversely to the Mortgagor.

Section 2.08. Personal Liability. Beneficiary agrees to pay all indebtedness secured by this Mortgage in accordance with its terms and with the terms of any note or other obligation secured hereby.

Section 2.09. Hazardous Waste. The Mortgagor and/or Beneficiary and their respective successors and assigns, covenant, warrant and represent to the best of their knowledge and belief after making reasonable inquiry and exercising due diligence that:

a. No pollutants or other toxic or hazardous substances, including any solid, liquid, gaseous, or thermal irritant or contaminant, such as smoke, vapor, soot, fumes, acids, alkalis, chemicals or waste (including materials to be recycled, reconditioned or reclaimed) (collectively "substances") have been or shall be discharged, dispersed, released, stored, treated, generated, disposed of, or allowed to escape (collectively referred to as the "incident") on the Real Estate.

b. No asbestos or asbestos-containing materials have been installed, used, incorporated into, or disposed of on the Real Estate.

c. No polychlorinated biphenyls ("PCBs") are located on or in the Real Estate, in the form of electrical transformers, fluorescent light fixtures with ballasts, cooling oils, or any other device or form.

d. No underground storage tanks are located on the Real Estate or were located on the Real Estate and subsequently removed or filled.

e. No investigation, administrative order, consent order and agreement, litigation, or settlement (collectively referred to as the "action") with respect to substances is proposed, threatened, anticipated or in existence with respect to the Real Estate.

f. The Real Estate and Mortgagor's and/or Beneficiary's operations at the Real Estate are in compliance with all applicable federal, state and local statutes, laws and regulations. No notice has been served on the Mortgagor and/or Beneficiary concerning the Real Estate, from any entity, governmental body, or individual claiming any violation of any law, regulation, ordinance or code, or requiring compliance with any law, regulation, ordinance or code, or demanding payment or contribution for environmental damage or injury to natural resources.

Section 2.10. Hazardous Substance Indemnification.

a. The Mortgagor and/or Beneficiary and their respective successors and assigns agree to defend, indemnify and hold harmless Mortgagee, its directors, officers, employees, agents, contractors, sub-contractors, licensees, invitees, successors and assigns, from and against any and all claims, demands, judgments, damages, actions, causes of action, injury to persons, property, or business or damage to natural resources in connection with the activities of Mortgagor, its predecessors in interest, third parties who have trespassed on the Real Estate, or parties in a contractual relationship with Mortgagor, or any of them, whether or not occasioned wholly or in part by any condition, accident or event caused by any act or omission of Mortgagee, which:

(i) Arises out of the actual, alleged or threatened discharge, dispersal, release, storage, treatment, generation, disposal or escape of pollutants or other toxic or hazardous substances, including any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste (including materials to be recycled, reconditioned or reclaimed); or

(ii) Actually or allegedly arises out of the use, specification, or inclusion of any product, material or

process containing chemicals, the failure to detect the existence or proportion of chemicals in the soil, air, surface water or groundwater, or the performance or failure to perform the abatement of any pollution source or the replacement or removal of any soil, water, surface water, or groundwater containing chemicals.

b. The Mortgagor and/or Beneficiary and their respective successors and assigns, shall bear, pay and discharge when and as the same become due and payable, any and all judgments or claims for damages, or penalties against Mortgagee described in Paragraph (a);, shall hold Mortgagee harmless against those judgments or claims, and shall assume the burden and expense of defending all suits, administrative proceedings, and negotiations of any description with any and all persons, or entities, political subdivisions or government agencies arising out of any of the occurrences set forth in this Agreement, including but not limited to any attorney fees, costs or expenses incurred by Mortgagor and/or Beneficiary, beginning on the date any violation of environmental laws, regulations, orders or laws are discovered or claimed and throughout the duration of such claim, suit, action, clean-up through and including the completion of all payments and procedures required to correct that situation, and bring it into legal compliance, however long it takes.

Section 2.11. Condemnation. Mortgagor and/or Beneficiary shall immediately provide Mortgagee with written notice of any actual or threatened condemnation or eminent domain proceeding pertaining to the Real Estate. All monies payable to Mortgagor and/or Beneficiary from such condemnation or taking are hereby assigned to Mortgagee and shall be applied first to the payment of Mortgagee's attorney's fees, legal expenses and other costs (including appraisal fees) in connection with the condemnation action or eminent domain proceedings and then, at the option of Mortgagee, to the payment of the indebtedness secured by this Mortgage or the restoration or repair of the Real Estate.

Section 2.12. Estoppel Certificates. Within ten (10) days after any request by Mortgagee, Mortgagor and/or Beneficiary shall deliver to Mortgagee, or any intended transferee of Mortgagee's rights with respect to the indebtedness secured by this Mortgage, a signed and acknowledged statement specifying (a) the outstanding balance on the indebtedness secured hereby; and (b) whether Mortgagor and/or Beneficiary possesses any claims, defenses, set-offs or counterclaims with respect to such indebtedness and, if so, the nature of such claims, defenses, set-offs or counterclaims. Mortgagor and/or Beneficiary will be conclusively bound by any representation that Mortgagee may make to the intended transferee with respect to these matters in the event that Mortgagor and/or Beneficiary fails to provide the requested statement in a timely manner.

ARTICLE 3. DEFAULT AND BREACH

Section 3.01. Events of Default. The occurrence of any one or more of the following events shall constitute a default under this Mortgage:

a. Mortgagor's and/or Beneficiary's breach of any covenant or agreement of Mortgagor and/or Beneficiary contained in this Mortgage.

b. Any event defined as an Event of Default in any Commercial Promissory Note secured hereby, the terms and conditions of which are incorporated herein by reference and made a part hereof.

Section 3.02. Foreclosure on Default. Upon the occurrence of any one or more of said Events of Default, the entire unpaid balance on the principal, the accrued interest, and all other sums secured by this Mortgage, shall, at the option of the Mortgagee, become immediately due and payable without notice or demand, and in any such event of default, the Mortgagee may proceed to foreclose this Mortgage by judicial proceedings according to the statutes. Any failure to exercise said option shall not constitute a waiver of the right to exercise the option at any other time. In any such proceeding, there shall be allowed and included, as additional indebtedness in the judgment, all expenses which may be paid or incurred by or on behalf of the Mortgagee for the attorney's fees, outlays for documentary evidence, costs of abstracts of title, title searches, environmental audits, surveys, title insurance policies, and any other expenses which the Mortgagee may deem reasonably necessary to prosecute such suit or to maintain the sale pursuant to the judgment. The proceeds of any foreclosure sale shall be applied first, to the payment of all costs arising from the foreclosure proceedings; second, to the payment of all items other than principal and interest which are secured indebtedness under this Mortgage; third, to the payment of the unpaid principal and interest under the note; fourth, to the payment of any other obligations or indebtedness, whether in the form of principal, interest, or other forms of indebtedness, which obligations and indebtedness are secured by this Mortgage; and fifth, any surplus to the Mortgagor, his successors, or assigns.

Section. 3.03. Possession and Receivership. The Mortgagee shall have the right in any proceeding to foreclose this Mortgage to the appointment of a receiver to collect the rents, issues, income, and profits of the Real Estate and apply them to the payment of the indebtedness, interest, attorney's fees and costs, and any other payments required by any note secured by this Mortgage or this Mortgage, without notice and without regard to the adequacy of the Real Estate to secure the indebtedness. Or, instead of such receivership, the Mortgagee may, at its option, itself take immediate possession, control and/or management of the

Real Estate during the period of redemption, and collect the rents and apply them in the manner set forth above and do such other things as Mortgagee deems necessary to protect its interests in the Real Estate or to obtain satisfaction of the indebtedness secured by this Mortgage.

Section 3.04. Failure to Pay Taxes or Insurance Premiums. If the Mortgagor and/or Beneficiary fails to pay any tax, claim, lien or encumbrance which shall be or become prior in lien to this Mortgage, or to pay any insurance premium as aforesaid, or to keep the Real Estate in repair, as aforesaid, or commits or permits waste, then the Mortgagee, at its option, may pay said claim, lien, encumbrance, tax assessment, or premium, with right of subrogation thereunder, may make such repairs and take such steps as it deems advisable to prevent or cure such waste, and may appear in any action or proceeding with respect to any of the foregoing and retain counsel therein, and take such action therein as the Mortgagee deems advisable, and for any of said purposes the Mortgagee may advance such sums of money as it deems necessary. All sums of money advanced by the Mortgagee pursuant to this section, together with interest on each such advance at the rate of interest specified in the note secured hereby, shall be so much additional indebtedness secured hereby and shall immediately become due and payable without notice. The failure of the Mortgagee to act pursuant to this section shall not be deemed a waiver of any rights the Mortgagee may have because of any default by the Mortgagor.

Section 3.05. Assignment of Leases and Rents. As further security for payment of the indebtedness and performance of the obligations, covenants, and agreements secured hereby, the Mortgagor and Beneficiary hereby assign to the Mortgagee all leases already in existence and to be created in the future, together with all rents to become due under existing or future leases. The Mortgagor and Beneficiary hereby confer on the Mortgagee the exclusive power, to be used or not be used in its sole discretion, to act as agent, or to appoint a third person to act as agent for the Mortgagor, with power to take possession of, and collect all rents arising from, the Real Estate and apply such rents, at the option of the Mortgagee, to the payment of the mortgage debt, taxes, costs of maintenance, repairs, expenses incident to managing, and other expenses, in such order of priority as the Mortgagee may in its sole discretion determine, and to turn any balance remaining over to the Mortgagor and/or Beneficiary; but such collection of rents shall not operate as an affirmation of the tenant or lease in the event the Mortgagor's title to the Real Estate should be acquired by the Mortgagee. The Mortgagee shall be liable to account only for rents and profits actually received by the Mortgagee. In exercising any of the powers contained in this section, the Mortgagee may also take possession of, and for these purposes use, any and all personal property contained in or on the Real Estate and used by the Mortgagor and/or Beneficiary in

the rental or leasing thereof or any part thereof. Mortgagor and Beneficiary do not assign to Mortgagee any of their respective obligations under any such lease, and Mortgagor and Beneficiary shall be and remain solely responsible for performing or fulfilling such obligations. Mortgagor and/or Beneficiary agrees that Mortgagee may immediately notify any lessee of the Real Estate that all rental payments be paid directly to Mortgagee pursuant to this assignment. Mortgagor and Beneficiary hereby directs each such lessee of the Real Estate to make all rental payments required to be made under the terms of any lease directly to Mortgagee, or at such other place as the Mortgagee may from time to time specify.

ARTICLE 4. SATISFACTION AND RELEASE

Section 4.01. Upon payment of all sums secured by this Mortgage, Mortgagee shall release this Mortgage.

Section 4.02. Transfer of Real Estate by Mortgagor. Any transfer by sale, gift, grant, devise, operation of law, or otherwise of the fee title or any other interest, (including, but not limited to mortgage, easement, land contract or leasehold interest) in all or any portion of the mortgaged Real Estate shall have the same consequences as an event of default respecting the indebtedness secured hereby, and upon such transfer, the Mortgagee, without prior notice or the elapse of any period of grace or the right to cure, shall have the right to declare all sums secured hereby immediately due and payable and, upon failure by the Mortgagor and/or Beneficiary to make such payment within thirty (30) days of written demand therefor, the Mortgagee shall have the right to exercise all remedies provided in any note, this mortgage, or otherwise at law.

Section 4.03. Transfer of Beneficial Interest by Beneficiary. Any transfer by sale, gift, devise, operation of law, or otherwise of the beneficial interest in all or any portion of the aforementioned trust by a Beneficiary shall have the same consequences as an event of default respecting the indebtedness secured hereby, and upon such transfer, Mortgagee, without prior notice or the elapse of any period of grace or the right to cure, shall have the right to declare all sums secured hereby immediately due and payable and, upon failure by the Beneficiary to make such payment within thirty (30) days of written demand therefor, Mortgagee shall have the right to exercise all remedies provided in the note, this Mortgage, or otherwise by law.

ARTICLE 5. MISCELLANEOUS

Section 5.01. Notice. A notice which is mailed to the Mortgagor at the address contained in this mortgage shall be sufficient notice when required under this Mortgage.

Section 5.02. Cumulative Rights and Remedies. The rights and remedies of the Mortgagee as provided herein, or in any note secured hereby, and the warranties therein contained, shall be cumulative and concurrent, and may be pursued singly, successively, or together at the sole discretion of the Mortgagee, and may be exercised as often as occasion therefor shall occur; and the failure to exercise any such right or remedy shall in no event be construed as a waiver or release of the same.

Section 5.03. Lawful Rates of Interest. All agreements between the Mortgagor and/or Beneficiary and the Mortgagee are hereby expressly limited so that in no contingency or event whatsoever shall the amount paid, or agreed to be paid, to the Mortgagee for the use, forbearance, or detention of the money due under any Note secured hereby exceed the maximum amount permissible under applicable law. If, due to any circumstances whatsoever, fulfillment of any provision hereof, at the time performance of such provision shall be due, shall involve transcending the limit of validity prescribed by law, then the obligation to be fulfilled shall be reduced to the limit of such validity, and if from any circumstances the Mortgagee should ever receive as interest an amount that would exceed the highest lawful rate, such amount that would be excessive interest shall be applied to the reduction of the principal amount owing under the note secured hereby and not to the payment of interest.

Section 5.04. State Law to Apply. This mortgage shall be construed under and in accordance with the laws of the State of Indiana, and all obligations of the parties created hereunder are performable in the State of Indiana.

Section 5.05. Parties Bound. This mortgage shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this mortgage.

Section 5.06. Severability. In case any one or more of the provisions contained in this Mortgage shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this mortgage shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

Section 5.07. Time of Essence. Time is of the essence of this Mortgage.

Section 5.08. Construction. The words "Mortgagor", "Beneficiary" and "Mortgagee" include singular or plural, individual or corporation, and the respective heirs, personal representatives, executors, administrators, successors, and assigns of the Mortgagor, Beneficiary and the Mortgagee, as the case may

be. The use of any gender applies to all genders. If more than one party is named as the Mortgagor and/or Beneficiary, the obligation hereunder of each such party is joint and several.

Section 5.09. Captions. The captions herein are inserted only for convenience of reference and in no way define, limit, or describe the scope or intent of this Mortgage or any particular paragraph or section hereof, nor the proper construction hereof.

Section 5.10. Execution. This Mortgage is executed by Calumet National Bank, 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 the Mortgagor warrants that it possesses full power and authority to execute this instrument and it is expressly understood and agreed that nothing herein or in any obligations secured by this Mortgage shall be construed as creating any liability on said Mortgagor personally to pay any of such obligations, or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant, either express or implied hereinafter contained, all such liability, if any, being expressly waived by Mortgagee as to the Mortgagor personally, and that insofar as the Mortgagor and its successors are personally concerned, the legal holder or holders of any note and the owner or owners of any indebtedness accruing hereunder shall look only to the premises hereby mortgaged for the payment thereof, by the enforcement of the lien hereby created in the manner herein and in said notes provided, or by action to enforce personal liability of any guarantors of the indebtedness secured hereby, or other persons liable to Mortgagee under such Note and indebtedness, or any other Collateral which may secure the payment of such Note and/or indebtedness to Mortgagee, if any.

IN WITNESS WHEREOF, the Mortgagor, not personally but as Trustee as aforesaid has executed this Mortgage this 19th day of April, 1991.



CALUMET NATIONAL BANK, as trustee as aforesaid and not personally,

By: Cletus N. Epple
Cletus N. Epple Jr.
Its: Vice President and Trust Officer

STATE OF INDIANA

LAKE COUNTY

)
) SS:
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ACKNOWLEDGEMENT

Before me, a Notary Public, in and for said County and State, personally appeared Cletus N. Epple, a vice president and trust officer of Calumet National Bank, Trustee of Trust No. 3791 and acknowledged the execution of the above and foregoing Mortgage for and on behalf of Calumet National Bank as Trustee of Trust No. 1 3791, this 19th day of April, 1991.

Marilyn J. Alliss

Marilyn J. Alliss
Notary Public, residing in Lake
County, Indiana

My Commission Expires:

June 30, 1994

County of Residence: Lake

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STOP



This instrument prepared by Cletus N. Epple

THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS:

PARCEL 1: PART OF SECTION 31, TOWNSHIP 35 NORTH, RANGE 8 WEST OF THE 2ND P. M., DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 31; THENCE SOUTH 87 DEGREES 06 MINUTES 34 SECONDS EAST, ALONG THE NORTH LINE OF SAID SECTION 31, A DISTANCE OF 4824.93 FEET TO THE SOUTHWESTERLY RIGHT-OF-WAY OF THE CHICAGO AND ERIE RAILROAD; THENCE SOUTH 27 DEGREES 28 MINUTES 34 SECONDS EAST, ALONG SAID RIGHT-OF-WAY LINE 46.36 FEET; THENCE NORTH 87 DEGREES 06 MINUTES 34 SECONDS WEST, ON A LINE PARALLEL TO THE NORTH LINE OF SAID SECTION 31, A DISTANCE OF 703.44 FEET; THENCE SOUTH 2 DEGREES 53 MINUTES 20 SECONDS WEST, A DISTANCE OF 175.00 FEET, TO A POINT OF CURVE; THENCE SOUTHEASTERLY ALONG A CURVE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 491.127 FEET, A DISTANCE OF 385.73 FEET, TO A POINT OF TANGENCY; THENCE SOUTH 42 DEGREES 06 MINUTES 34 SECONDS EAST, A DISTANCE OF 119.04 FEET, TO A POINT OF CURVE; THENCE SOUTHEASTERLY ALONG A CURVE CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 1476.583 FEET, A DISTANCE OF 838.97 FEET; THENCE NORTH 80 DEGREES 26 MINUTES 43 SECONDS EAST, A DISTANCE OF 270.54 FEET TO THE EAST LINE OF SAID SECTION 31; THENCE SOUTH 1 DEGREE 10 MINUTES 28 SECONDS WEST ALONG SAID EAST LINE A DISTANCE OF 1314.62 FEET TO THE SOUTH LINE OF THE NORTH HALF OF SAID SECTION 31; THENCE NORTH 87 DEGREES 29 MINUTES 38 SECONDS WEST, ALONG SAID SOUTH LINE 1069.38 FEET; THENCE NORTH 0 DEGREES 27 MINUTES 48 SECONDS EAST, A DISTANCE OF 2597.57 FEET; THENCE NORTH 87 DEGREES 06 MINUTES 34 SECONDS WEST, ALONG A LINE PARALLEL TO THE NORTH LINE OF SAID SECTION 31, A DISTANCE OF 3893.53 FEET TO THE WEST LINE OF SAID SECTION 31; THENCE NORTH 0 DEGREES 59 MINUTES 54 SECONDS EAST, ALONG SAID WEST LINE A DISTANCE OF 40.02 FEET TO THE NORTHWEST CORNER OF SECTION 31 AND THE POINT OF BEGINNING, IN LAKE COUNTY, INDIANA.

PARCEL 2: A PART OF THE NORTH HALF OF SECTION 31, TOWNSHIP 35 NORTH, RANGE 8 WEST OF THE 2ND P. M., DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 31; THENCE SOUTH 00 DEGREES 59 MINUTES 54 SECONDS WEST ALONG THE WEST LINE OF SAID SECTION 31, A DISTANCE OF 40.02 FEET; THENCE SOUTH 87 DEGREES 06 MINUTES 34 SECONDS EAST, PARALLEL TO THE NORTH LINE OF SAID SECTION 31, A DISTANCE OF 3004.38 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 87 DEGREES 06 MINUTES 34 SECONDS EAST, 889.15 FEET; THENCE SOUTH 00 DEGREES 27 MINUTES 48 SECONDS WEST, 2597.57 FEET TO THE SOUTH LINE OF THE NORTH HALF OF SAID SECTION 31; THENCE NORTH 87 DEGREES 29 MINUTES 38 SECONDS WEST ALONG SAID SOUTH LINE, 921.23 FEET; THENCE NORTH 1 DEGREE 10 MINUTES 28 SECONDS EAST 2602.58 FEET TO THE POINT OF BEGINNING, IN THE CITY OF CROWN POINT, LAKE COUNTY, INDIANA.

PARCEL 3: A PART OF THE NORTH HALF OF SECTION 31, TOWNSHIP 35 NORTH, RANGE 8 WEST OF THE 2ND P. M., DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 31; THENCE SOUTH 00 DEGREES 59 MINUTES 54 SECONDS WEST ALONG THE WEST LINE OF SAID SECTION 31, A DISTANCE OF 40.02 FEET; THENCE SOUTH 87 DEGREES 06 MINUTES 34 SECONDS EAST, PARALLEL TO THE WEST LINE OF SAID SECTION 31, A DISTANCE OF 2098.80 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 87 DEGREES 06 MINUTES 34 SECONDS EAST, 905.58 FEET; THENCE SOUTH 1 DEGREE 10 MINUTES 28 SECONDS WEST, 2602.58 FEET TO THE SOUTH LINE OF THE NORTH HALF OF SAID SECTION 31; THENCE NORTH 87 DEGREES 29 MINUTES 38 SECONDS WEST, ALONG SAID SOUTH LINE 794.30 FEET TO THE NORTHEASTERLY RIGHT-OF-WAY OF THE PENN. CENTRAL RAILROAD; THENCE NORTH 42 DEGREES 36 MINUTES 35 SECONDS WEST ALONG SAID RIGHT-OF-WAY 160.54 FEET; THENCE NORTH 1 DEGREE

10 MINUTES 28 SECONDS EAST, 2495.34 FEET TO THE POINT OF BEGINNING, IN THE CITY OF CROWN POINT, LAKE COUNTY, INDIANA.

PARCEL 4: A PART OF THE NORTH HALF OF SECTION 31, TOWNSHIP 35 NORTH, RANGE 8 WEST OF THE 2ND P. M., DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 31; THENCE SOUTH 0 DEGREES 59 MINUTES 54 SECONDS WEST ALONG THE WEST LINE OF SAID SECTION 31, A DISTANCE OF 40.02 FEET; THENCE SOUTH 87 DEGREES 06 MINUTES 34 SECONDS EAST PARALLEL TO THE NORTH LINE OF SAID SECTION 31, A DISTANCE OF 827.88 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 87 DEGREES 06 MINUTES 34 SECONDS EAST, 1270.92 FEET; THENCE SOUTH 1 DEGREE 10 MINUTES 28 SECONDS WEST 2495.34 FEET TO THE NORTHEASTERLY RIGHT-OF-WAY LINE OF THE PENN CENTRAL RAILROAD; THENCE NORTH 42 DEGREES 36 MINUTES 35 SECONDS WEST ALONG SAID RIGHT-OF-WAY, 1835.92 FEET; THENCE NORTH 1 DEGREE 10 MINUTES 28 SECONDS EAST, 1207.96 FEET TO THE POINT OF BEGINNING, IN THE CITY OF CROWN POINT, LAKE COUNTY, INDIANA.

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PARCEL 5: A PART OF THE NORTH HALF OF SECTION 31, TOWNSHIP 35 NORTH, RANGE 8 WEST OF THE 2ND P. M., DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 31; THENCE SOUTH 0 DEGREES 59 MINUTES 54 SECONDS WEST, ALONG THE WEST LINE OF SAID SECTION 31, A DISTANCE OF 40.02 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 87 DEGREES 06 MINUTES 34 SECONDS EAST, PARALLEL TO THE NORTH LINE OF SAID SECTION 31, A DISTANCE OF 827.88 FEET; THENCE SOUTH 1 DEGREE 10 MINUTES 28 SECONDS WEST, 1207.96 FEET TO THE NORTHEASTERLY RIGHT-OF-WAY LINE OF THE PENN CENTRAL RAILROAD; THENCE NORTH 42 DEGREES 36 MINUTES 35 SECONDS WEST ALONG SAID RIGHT-OF-WAY, 1194.28 FEET TO THE WEST LINE OF SAID SECTION 31; THENCE NORTH 0 DEGREES 59 MINUTES 54 SECONDS EAST ALONG SAID WEST LINE OF SAID SECTION 31, A DISTANCE OF 370.54 FEET TO THE POINT OF BEGINNING, IN THE CITY OF CROWN POINT, LAKE COUNTY, INDIANA.

PARCEL 6: A PART OF THE NORTH HALF OF SECTION 31, TOWNSHIP 35 NORTH, RANGE 8 WEST OF THE 2ND P. M., DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 31; THENCE SOUTH 87 DEGREES 06 MINUTES 34 SECONDS EAST ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER A DISTANCE OF 1147.62 FEET TO THE SOUTHWESTERLY RIGHT-OF-WAY OF THE CHICAGO AND ERIE RAILROAD; THENCE SOUTH 27 DEGREES 28 MINUTES 34 SECONDS EAST ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY A DISTANCE OF 46.3 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID RIGHT-OF-WAY SOUTH 27 DEGREES 28 MINUTES 34 SECONDS EAST A DISTANCE OF 309.34 FEET TO THE EAST LINE OF SAID SECTION 31; THENCE SOUTH 1 DEGREE 10 MINUTES 28 SECONDS WEST ALONG THE EAST LINE OF SAID SECTION 31 A DISTANCE OF 1007.59 FEET; THENCE SOUTH 80 DEGREES 26 MINUTES 43 SECONDS WEST, A DISTANCE OF 270.54 FEET TO A POINT ON A CURVE, THAT IS CONCAVE TO THE SOUTHWEST; THENCE NORTHWESTERLY ALONG SAID CURVE A DISTANCE OF 838.9 FEET TO A POINT OF TANGENCY SAID CURVE ALSO HAS A RADIUS CENTER THAT BEARS SOUTH 47 DEGREES 53 MINUTES 26 SECONDS WEST A DISTANCE OF 1476

FET FROM THE POINT OF TANGENCY; THENCE NORTH 42 DEGREES 06 MINUTES 34 SECONDS WEST A DISTANCE OF 119.04 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE THAT IS CONCAVE TO THE NORTHEAST WITH A RADIUS OF 491.13 FEET, A DISTANCE OF 385.73 FEET TO A POINT OF TANGENCY; THENCE NORTH 02 DEGREES 53 MINUTES 26 SECONDS EAST, A DISTANCE OF 175.00 FEET TO A POINT THAT IS 40.0 FEET SOUTH OF THE NORTH LINE OF SAID SECTION 31; THENCE SOUTH 87 DEGREES 06 MINUTES 34 SECONDS EAST PARALLEL TO THE NORTH LINE OF SAID SECTION 31, A DISTANCE OF 703.44 FEET TO THE POINT OF BEGINNING, IN THE CITY OF CROWN POINT, LAKE COUNTY, INDIANA.

PARCEL 7: A PART OF THE NORTH HALF OF SECTION 31, TOWNSHIP 35 NORTH, RANGE 8 WEST OF THE 2ND P. M., DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 31; THENCE SOUTH 1 DEGREE 10 MINUTES 28 SECONDS WEST ALONG THE EAST LINE OF SAID SECTION 31, A DISTANCE OF 98.47 FEET TO THE NORTHEASTERLY RIGHT-OF-WAY LINE OF THE CHICAGO AND ERIE RAILROAD; THENCE NORTH 27 DEGREES 28 MINUTES 34 SECONDS WEST ALONG SAID NORTHEASTERLY RIGHT-OF-WAY A DISTANCE OF 114.08 FEET TO THE NORTH LINE OF SAID SECTION 31; THENCE SOUTH 87 DEGREES 06 MINUTES 34 SECONDS EAST ALONG SAID NORTH LINE A DISTANCE OF 54.72 FEET TO THE POINT OF BEGINNING, IN THE CITY OF CROWN POINT, LAKE COUNTY, INDIANA.

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