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Mail to: Robert E. Stochel, Attorney at Law
One Professional Center, Suite 308
Crown Point, IN 46307

91022091

MORTGAGE

THIS INDENTURE WITNESSETH, that FRANK CHIARELLA and MADDALENA CHIARELLA, Husband and Wife, of Lake County, Indiana, hereinafter referred to as "Mortgagors", MORTGAGE AND WARRANT to ALLIED REALTY and MARCUS & ASSOCIATES, jointly and severally, of Lake County, Indiana, a corporation organized and existing under the laws of the United States, hereinafter referred to as "Mortgagee" the following described real estate in Lake County, Indiana to wit:

Lots 1 to 28 inclusive, in Ramsgate, as per plat thereof, recorded in Plat Book 70, page 12, in the Office of the Recorder of Lake County, Indiana, excepting therefrom Lot 14.

TOGETHER with the buildings and improvements now or hereafter erected thereon, including all heating, air-conditioning, plumbing, gas and electric fixtures or appliances, now in or which hereafter may be placed in any building, now or hereafter upon said property; together with the rents, issues and profits thereof which are hereby assigned, transferred and set over unto the Mortgagee.

This mortgage is given to secure the performance of the provisions hereof and the payment of a certain obligation not to exceed \$150,000.00 as evidenced and identified by the certain written agreement entitled Commission Payment Deferral Agreement and dated April 19, 1991 executed by the Mortgagors and payable to the order of the Mortgagee on or before December 31, 1992 as provided in said agreement, all of which indebtedness the Mortgagors severally promise and agree to pay to the order of the Mortgagee, all without relief from valuation and appraisal laws and with attorneys' fees.

The Mortgagors to hereby further covenant and agree as follows:

1. To keep the improvements now existing or hereafter erected on said mortgaged premises constantly insured against loss or damage by fire, windstorm, and such other causes as the Mortgagee may require, in companies acceptable to the Mortgagee, in a sum equal at all times to the total indebtedness secured hereby, and to deliver to the mortgagee the policies of insurance and all renewals thereof, in such form as the Mortgagee may require, with a mortgage clause satisfactory to it, and to pay all taxes, special assessments, costs of repairs, and any and all expenses incident to the ownership of the mortgaged property when due, and to exhibit upon demand, at the office of the Mortgagee, all receipts for said taxes and assessments. The Mortgagee may in case of failure of the Mortgagors so to do, pay any tax or assessment, procure insurance, discharge any claim, lien or incumbrance, make any repairs necessary to preserve the security intended to be given by this mortgage, and may obtain such abstracts of title (or policies of title insurance) covering said real estate as in the judgment of the Mortgagee may be required. All sums so paid shall become immediately due to the Mortgagee, shall be added to and become a part of the indebtedness secured hereby, and shall bear interest at the rate of eighteen (18%) percent per annum until paid.

2. To exercise due diligence in the operation, management, and occupation of said real estate and the improvements thereon, and not to commit waste or allow the same to be committed on said premises, and to keep said real estate and the improvements thereon in their present condition and repair, normal and ordinary depreciation alone excepted, and not to commit or permit to be committed on said premises any illegal or immoral acts.

3. Upon default in the payment of said note, or in the performance of any of the covenants and agreements herein contained, or upon the institution of any legal proceeding to enforce a mortgage or other lien upon the mortgaged property, or if a petition in bankruptcy shall be filed by or against the

STATE OF INDIANA
LAKE COUNTY
RECORDER OF DEEDS
OFFICE
CROWN POINT, IN
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Mortgagors or if the Mortgagors shall in any way be adjudged insolvent or shall make an assignment for the benefit of creditors, or if there exist any lien or incumbrance on the mortgaged real estate superior to the lien of this mortgage, or if said mortgaged property shall be levied upon by virtue of any execution, attachment or other writ or shall come into the possession of or be ordered sold by the officer of any court, or if the Mortgagors shall abandon the mortgaged property, then the entire indebtedness secured hereby shall, at the option of the Mortgagee become and be immediately due and payable without notice or demand, and thereupon the Mortgagee shall be entitled to the immediate possession of said mortgaged property and the rents, issues, income and profits therefrom, with or without foreclosure or other proceedings, and shall also be entitled to collect said indebtedness, to foreclose this mortgage and to enforce any of its rights hereunder, by proper legal or equitable proceedings. It is understood and agreed that the Mortgagors shall pay all costs and attorney's fees incurred or paid by the Mortgagee in any suit in which it may be plaintiff or defendant by reason of being a part to this mortgage. In any suit or proceeding to foreclose this mortgage, or to enforce or protect the Mortgagee's rights hereunder, the Mortgagee in addition to any other remedy, and regardless of the value of the mortgaged property or the solvency or insolvency of the Mortgagors, shall be entitled to the appointment of a receiver, without notice, to take possession of and protect said property and collect the rents and income, and apply the same as provided by law. In case of a foreclosure of this mortgage, the abstracts of title, all pre-paid insurance and title policies shall be the absolute property of the Mortgagee.

4. This Mortgagee at its option may extend the time for the payment of said indebtedness, or reduce the payment thereof, or accept a renewal note or notes therefore, without the consent of any junior lien holder, and without the consent of the Mortgagors if the Mortgagors have parted with the title of said property, and any such extension, reduction or renewal shall not release the Mortgagors or any endorsee or guarantor from liability for such indebtedness, or affect the priority of this mortgage over any junior lien, or impair the security hereof in any manner whatsoever.

5. The Mortgagors agree not to suffer or permit without the written consent of the Mortgagee (a) Any use of said property for a purpose other than that for which the same is now used or (b) Any alterations, additions to, demolition or removal of any of the improvements, apparatus, fixtures or equipment now or hereafter upon said property.

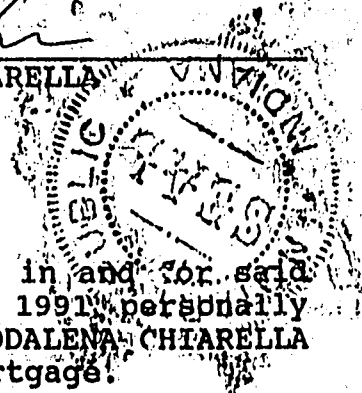
6. All rights and obligations hereunder shall extend to and be binding upon the several heirs, executors, administrators, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the Mortgagors have hereunto set their hands and seals, this 9th day of MAY, 1991.

[Signature]
FRANK CHIARELLA

[Signature]
MADDALENA CHIARELLA

State of Indiana)
)ss:
County of Lake)



Before me, the undersigned, a notary public in and for said County and State, this 9th day of MAY, 1991, personally appeared the above named FRANK CHIARELLA and MADDALENA CHIARELLA and acknowledged the execution of the annexed mortgage.

Witness my hand and Notarial Seal [Signature]
NOTARY PUBLIC
Robert E. Stochel
Printed Name

My Commission Expires: 1/7/94
Resident of Lake County

This instrument prepared by ROBERT E. STOCHEL, Attorney at law.