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MORTGAGE

THIS MORTGAGE (hereinafter referred to as the "Mortgage") entered into as of the 23rd day of October, 1990, by THE MILLER PARTNERSHIP L.P., an Illinois limited partnership ("Mortgagor"), having its address at c/o Capital & Regional General Corp., 333 North Michigan Avenue, 30th Floor, Chicago, Illinois 60601, in favor of CAPITAL AND REGIONAL PROPERTIES CORPORATION, having its address at 333 North Michigan Avenue, 30th Floor, Chicago, Illinois ("Mortgagee");

WITNESSETH:

ARTICLE 1

1.1 Certain Terms of the Indebtedness. The following is a summary of certain terms of the Indebtedness (as hereinafter defined) secured by this Mortgage.

(a) Revolving Credit Note: That certain Revolving Credit Note (hereinafter referred to as the "Note") of even date herewith made by Mortgagor, and payable to the order of Mortgagee in the principal amount of up to Five Million Dollars (\$5,000,000.00), and any and all amendments, modifications, restatements, replacements, substitutions, renewals, extensions and increases thereto.

(b) Interest Rate and Payments: Payments of interest and of principal outstanding under the Note shall be due and payable as follows:

(i) Interest shall accrue and be compounded monthly on the principal balance outstanding from time to time under the Note at the fluctuating rate equal to One Percent (1%) per annum in excess of the "Prime Rate" (as hereinafter defined).

(ii) Payments in reduction of the outstanding principal balance and accrued but unpaid interest thereon shall be paid from time to time by Mortgagor from available cash, as provided in the Note; and

(iii) All of the unpaid principal balance outstanding thereunder and the unpaid interest accrued thereon shall be due and payable if not sooner paid and if not sooner due by acceleration or otherwise, on the Maturity Date.

For purposes of the Note, the term "Prime Rate" at any time shall mean the lowest rate of interest then most recently published in The Wall Street Journal (Midwest Edition) as the prime rate. Changes in the rate of interest to be charged thereunder shall take effect immediately upon the publication of any change in the Prime Rate. Interest shall be calculated under the Note on the basis of a 360-day year and the actual number of days elapsed in any month or portion thereof for which interest shall be due.

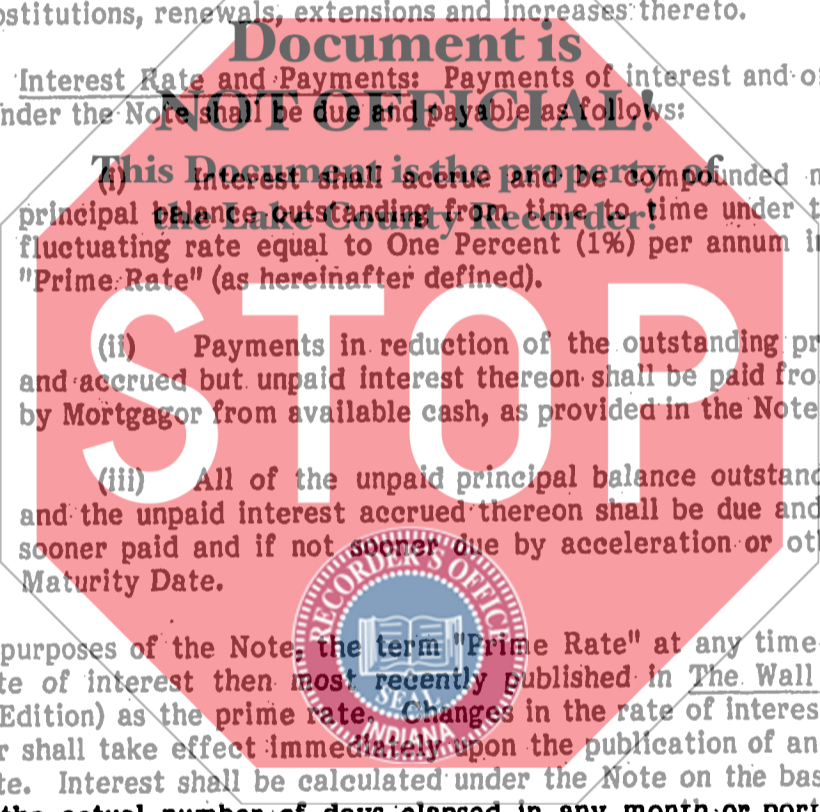
(c) Maturity Date: All of the unpaid principal balance outstanding hereunder and all unpaid interest accrued thereon shall become due and payable, if not sooner paid and if not sooner due by acceleration or otherwise, on November 1, 2000 (the "Maturity Date").

(d) Prepayment: Mortgagor shall have the privilege to prepay in whole or in part, the principal balance outstanding under the Note at any time.

Any payment in full of the Note shall include, in addition to the unpaid principal balance outstanding thereunder, all interest accrued thereon and any other sums which are secured by this Mortgage, including but not limited to any expenses incurred by the holder of the Note in connection with the Note or in connection with this loan or in connection with any prior default or Event of Default under the Note or this Mortgage.

1.2 Indebtedness: The principal amount of, interest payable on, and all other fees, amounts, payments, premiums, liabilities and monetary obligations due or required to be paid by Mortgagor under the Note or this Mortgage or under any and all amendments, modifications, restatements, replacements, substitutions, renewals, extensions and increases thereto, whether heretofore or hereafter existing, and whether direct or indirect, absolute or contingent, and including any commitment fee, loan fee, extension fee, modification fee, prepayment fee or release fee required to be paid under the Note or this Mortgage (hereinafter referred to as the "Indebtedness").

CHICAGO TITLE INSURANCE COMPANY
STATE OF ILLINOIS
LAKE COUNTY
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1.3 Mortgage. The Note secured by this Mortgage evidences a debt created by one or more disbursements made by Mortgagee to Mortgagor for the purpose of financing costs in connection with the Mortgaged Property (as hereinafter defined) including costs of renovation of the Mortgaged Property. All disbursements shall be made in accordance with the terms and provisions of the Note and this Mortgage, as the same from time to time may be amended, supplemented or modified.

1.4 Priority Against Mechanic's Liens. It is further made an express condition and covenant hereof that until full payment of the indebtedness secured hereby, no act or thing shall be done or suffered, and neither the Mortgagor nor any other person shall have any right or power to do any act or thing, whereby any mechanics or materialman's lien under the law of the State of Indiana can arise against or attach to the Mortgaged Property or any part thereof, unless such lien shall first be wholly waived or released as against this Mortgage, and that the lien of this Mortgage shall extend to any and all improvements and fixtures now or hereafter on the Mortgaged Property, as prior to any other lien thereon that may be claimed by any person, it being the intention hereof that upon the recording of this Mortgage in the real estate records of the county in which Mortgaged Property is located, subsequent claims for lien shall be subject and subordinate to this Mortgage, and all contractors, subcontractors, material suppliers and other parties dealing with the Mortgaged Property or with any parties interested therein, are hereby required to take notice of this provision. Notwithstanding anything herein to the contrary, Mortgagor may, at Mortgagor's sole expense, contest the validity of any mechanic's lien or other involuntary lien, or any tax or assessment with respect to the Mortgaged Property, and the failure of Mortgagor to discharge such lien, tax or assessment as herein provided during such contest, provided such contest shall be diligently prosecuted, shall not be deemed a breach of this Mortgage, and the Mortgagee shall not pay any such lien, tax or assessment if such payment would prejudice any such legal proceeding, provided (i) that Mortgagee shall be furnished with notice of any such contest, (ii) that such proceedings stay the enforcement or collection of any such lien, tax or assessment, and (iii) that within sixty (60) days after Mortgagor has received notice of such lien, tax or assessment, the Mortgagor shall furnish to the Mortgagee either (A) a bond of a surety company satisfactory to the Mortgagee, and shall be in an amount at least equal to one hundred ten percent (110%) of the estimated cost (or such lesser amount as Mortgagee may approve) of the discharge of such lien, tax or assessment, including interest and penalties thereon, or (B) cause the title insurer to provide Mortgagee with insurance over such lien, or (C) other security in place of such bond reasonably satisfactory to the Mortgagee.

1.5 Future Advances. This Mortgage is given to secure payment of the Note, whether the entire amount thereof shall have been advanced to Mortgagor as of the date hereof, or at a later date, and to secure the payment and performance of all other liabilities and obligations of Mortgagor and Beneficiary hereunder and under the Note, and any other amount or amounts that may be added to the indebtedness secured hereby under the terms of this Mortgage, all of which indebtedness being equally secured with and having the same priority as the amounts, if any, advanced as of the date hereof. It is agreed that any future advances made by Mortgagee to or for the benefit of Mortgagor from time to time under this Mortgage and whether or not such advances are obligatory or are made at the option of Mortgagee, or otherwise, made at any time from and after the date of this Mortgage, and all interest accruing thereon, shall be equally secured by this Mortgage and shall have the same priority as all amounts, if any, advanced as of the date hereof and shall be subject to all of the terms and provisions of this Mortgage. The total amount of the indebtedness that may be so secured may increase or decrease from time to time, but the total unpaid balance so secured at any one time, plus interest thereon, plus any disbursements made for the payment of taxes, levies, insurance or other liens, charges or encumbrances on the Mortgaged Property, plus interest on such disbursements at the Default Rate (as hereinafter defined), shall not exceed Three Hundred Percent (300%) of the face amount of the Note. The lien of this Mortgage secures payment of any existing indebtedness and future advances made pursuant to the Note, to the same extent as if such future advances were made on the date of the execution of this Mortgage, without regard to whether or not there is any advance made at the time this Mortgage is executed and without regard to whether or not there is any indebtedness outstanding at the time any advance is made.

1.6 Obligatory Advances. It is specifically understood and agreed that all funds which are advanced by Mortgagee and employed in performance of the obligations of Mortgagor under this Mortgage or in the exercise of Mortgagee's judgment that the same are necessary or desirable to complete, operate, maintain or market the Mortgaged Property or to protect Mortgagee's security under this Mortgage shall because of economic necessity and compulsion be deemed advanced by Mortgagee under an obliga-

tion to do so regardless of the identity of the person or persons to whom such funds are furnished and shall be added to the indebtedness evidenced by the Note and shall be equally secured by this Mortgage and shall have the same priority as all amounts, if any, advanced as of the date hereof.

ARTICLE 2

OTHER DEFINITIONS

2.1 Definitions Used In This Mortgage: In addition to those terms defined elsewhere in this Mortgage, the following terms shall have the following meanings:

(a) **Buildings:** The buildings, and all other structures and improvements, and any and all additions, alterations, betterments or appurtenances thereto, now or at any time hereafter situated, placed or constructed upon the Real Estate (hereinafter defined) or any part thereof.

(b) **Default Rate:** The Default Rate for the Note shall be the rate of Three Percent (3%) per annum in excess of the Prime Rate, unless prohibited by applicable law, in which event at the highest rate permitted by applicable law.

(c) **Event of Default:** Any event or occurrence defined in Article 6 hereof.

(d) **Fixtures:** All right, title and interest of Mortgagor in and to all systems, fittings, structures, equipment, apparatus, fixtures and other improvements and items now or hereafter temporarily or permanently attached to, installed in or used in connection with the Buildings or the Real Estate, including but not limited to any and all partitions, hardware, motors, engines, boilers, furnaces, pipes, plumbing, conduit, sprinkler systems, fire extinguishing apparatus and equipment, elevator apparatus and equipment, telephone and other communications systems and equipment, security systems and equipment, master antennas and cable television systems and equipment, water tanks, swimming pools, heating, ventilating, air conditioning and refrigeration equipment and systems, laundry facilities, incinerating, gas and electric machinery and equipment except for all trade fixtures owned by any third party or lessee of the Mortgaged Property.

(e) **Governmental Authority:** Any and all courts, boards, agencies, commissions, offices or other authorities of any nature whatsoever for any governmental unit (federal, state, county, district, municipal, city or otherwise) or arbitration authority, whether now or hereafter in existence.

(f) **Impositions:** (i) All general and special real estate and personal property taxes and assessments respecting the Mortgaged Property.

(g) **Legal Requirements:** The terms, covenants, conditions and restrictions now or hereafter existing to which Mortgagor or the general partner of Mortgagor may be bound or to which the Mortgaged Property is subject under any and all present and future judicial decisions, orders, statutes, laws, rulings, opinions, rules, regulations, codes, permits, certificates, approvals or ordinances of the City of Gary or Lake County Indiana or any other Governmental Authority having jurisdiction over the Mortgaged Property or applicable to Mortgagor or the general partner of Mortgagor in connection with the Mortgaged Property, including without limitation any related to zoning, building, utility service, sewer service, fire safety, land and water use, subdivision control, condominium property, environmental protection, occupational health and safety or flood hazard.

(h) **Mortgaged Property:** The Real Estate, the Buildings and the Fixtures, together with: any and all rights, privileges, tenements, hereditaments, rights of way, rights of access, riparian rights, mineral rights, homestead rights, easements, appendages and appurtenances in any way appertaining thereto, and all right, title and interest of Mortgagor in and to any streets, ways, alleys, waterways, strips or gores of land adjoining the Real Estate or any part thereof; and any and all betterments, additions, appurtenances, substitutions, replacements and after acquired title or interests thereof and thereto and all reversions and remainders therein.

As used in this Mortgage, the term "Mortgaged Property" shall be expressly defined as meaning all, or where the context permits or requires, any portion thereof or any interest therein.

(i) Mortgagee: The above named Mortgagee and any and all successors, transferees, assignees and subsequent holders of the Notes or other Loan Documents.

(j) Mortgagor: The above named Mortgagor and any and all successors, transferees, assignees and subsequent owners of legal and equitable title to the Mortgaged Property.

(k) Obligations: Any and all of the terms, covenants, conditions, warranties, representations and other obligations (other than to repay the Indebtedness) made or undertaken by Mortgagor or others to Mortgagee or others as set forth in the Note or this Mortgage, or as set forth in any Lease or as set forth in any of the Legal Requirements to which the Mortgagor may be bound or to which the Mortgaged Property may be subject.

(l) Permitted Exceptions: With respect to the Real Estate, the easements, covenants, conditions, restrictions, building lines and other matters (if any) recorded against record title to the Real Estate as of the date of this Mortgage, and no others.

(m) Real Estate: The real estate legally described on Exhibit A attached hereto and made a part hereof and the Building and all Fixtures and all rights, titles and interests appurtenant thereto.

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**ARTICLE 3
GRANT**

3.1 Grant: To secure the full and timely payment of the Indebtedness and the full and timely performance and discharge of the Obligations, Mortgagor has GRANTED, SOLD, CONVEYED AND MORTGAGED and by these presents does hereby GRANT, SELL, CONVEY AND MORTGAGE unto the Mortgagee the Mortgaged Property, subject to, but only to the Permitted Exceptions, TO HAVE AND TO HOLD the Mortgaged Property unto the Mortgagee, and its successors, nominees and assigns, forever.

**ARTICLE 4
AFFIRMATIVE COVENANTS**

Mortgagor hereby unconditionally covenants and agrees with Mortgagee as follows:

4.1 Payment and Performance: Mortgagor shall pay or cause to be paid the Indebtedness, as and when all or any payment thereunder is due under the Note or this Mortgage on or before the due dates thereof, and shall perform or cause to be performed all of the Obligations in full on or before the dates the Obligations or any part thereof are required to be performed prior to the expiration of any required grace or notice periods and shall commit or suffer no act or event which (upon notice or the passage of time, or both) would constitute a default of the Obligations.

4.2 Existence: Mortgagor and the general partner of Mortgagor shall preserve and keep in full force and effect their existence, rights, franchises and trade names.

4.3 Compliance with Legal Requirements: Mortgagor and the general partner of Mortgagor shall promptly and faithfully comply in all material respects with all present and future Legal Requirements.

4.4 Lien Status: Subject to Paragraph 1.4 above, Mortgagor shall protect the priority of the lien and security interest of this Mortgage and shall not place, or permit to be placed, or otherwise mortgage, pledge, hypothecate or encumber the Mortgaged Property with, any other lien, attachment, levy or security interest of any nature whatsoever (whether mechanics, judgment, tax, statutory, constitutional, contractual or other) regardless of whether same is allegedly or expressly subordinate and inferior to the liens and security interests created by this Mortgage.

4.5 Payment of Impositions: Mortgagor shall duly pay and discharge, or cause to be paid and discharged, the Impositions not later than the due date thereof, or the day any fine, penalty, interest or cost may be added thereto or imposed, or the day any lien

may be filed for the non-payment thereof (if such day is used to determine the due date of the respective item); provided, however, that Mortgagor may, if permitted by law and if such installment payment would not create or permit the filing of a lien against the Mortgaged Property, pay the impositions in installments.

4.6 Maintain and Repair. Mortgagor hereby covenants and agrees to keep the Mortgaged Property, including, but not limited to, any improvements thereto and any ingress and egress easements, in reasonably good order, repair and condition.

4.7 Insurance: Mortgagor will procure for, deliver to and maintain for the benefit of the Mortgagee during the term of this Mortgage, all insurance reasonably required by Mortgagee, including, without limitation, (a) fire and casualty insurance insuring the Mortgaged Property against loss or damage by fire, lightning, windstorm, hail, explosion, aircraft, smoke damage, sprinkler leakage, vehicle damage, vandalism, malicious mischief, all other perils and casualties insured against under "extended coverage" or "all risk" policies in such amounts as Mortgagee shall reasonably require; (b) a policy or policies of comprehensive general public liability insurance against claims for bodily injury, death or property damage occurring on, in or about the Mortgaged Property and affording protection in such amounts as are reasonably required by Mortgagee, (c) Worker's Compensation insurance in required statutory amounts, and (d) loss of rents insurance in an amount reasonably determined by Mortgagee; and (e) Federal Flood Insurance in the maximum obtainable amount, but in no event less than the amount of the indebtedness, if the Mortgaged Property is in a "flood plain area" as defined by the Federal Insurance Administration pursuant to the Federal Flood Disaster Protection Act of 1973, as amended. At least fifteen (15) days prior to the expiration date of each such policy, a renewal thereof shall be delivered to the Mortgagee.

4.8 Adjustment of Losses with Insurers and Application of Proceeds of Insurance. Mortgagor hereby assigns to Mortgagee all proceeds from any insurance policies pertaining to the Mortgaged Property, provided that so long as no default of a material nature exists hereunder at the time of the casualty, Mortgagor shall be entitled to make proof of loss, to adjust and compromise any claim under the insurance policies, to appear in and prosecute any action arising from such insurance policies and to collect and receive insurance proceeds, and such insurance proceeds shall be made available to Mortgagor for repair and restoration of the Mortgaged Property. If, at the time of the casualty, there exists a default of a material nature hereunder that is not cured within the time period permitted hereunder, then Mortgagee shall have the right and option in its reasonable discretion to require application thereby as a credit on the indebtedness, whether then matured or to mature in the future or to make all proceeds available to be used for restoration.

4.9 Application of Insurance Proceeds to Repair: If the proceeds of the insurance described in Section 4.7 hereof are to be used for restoration, repair or replacement (hereinafter referred to as the "Work") of the Mortgaged Property by reason of the terms of Section 4.8, such proceeds shall be paid out by Mortgagor from time to time as the Work progresses, subject to such reasonable conditions as Mortgagee shall require. As a condition precedent to the first disbursement of such insurance proceeds, Mortgagor shall be required to deposit with Mortgagee the amount, if any, which, when added to the net available insurance proceeds, is necessary and sufficient in Mortgagee's reasonable judgment to complete such Work. If, upon completion of the Work, any portion of the insurance proceeds has not been disbursed to Mortgagor such balance shall be disbursed to Mortgagor.

ARTICLE 5

NEGATIVE COVENANTS

Mortgagor hereby covenants and agrees with Mortgagee that, until the entire indebtedness shall have been paid in full and all of the obligations shall have been fully performed and discharged:

5.1 Maintenance of Mortgagor's or Mortgagor's General Partner's Interests; Restrictions On Transfer and Financing. Mortgagor hereby covenants and agrees that any sale, conveyance, assignment, further encumbrance or other transfer of title to the Mortgaged Property or any part thereof or interest therein, or any general partnership interest in Mortgagor, whether legal or equitable, whether voluntary or by operation of law, without the Mortgagee's prior consent shall constitute an Event of Default hereunder. Any consent by the Mortgagee, or any waiver of an Event of Default, under this paragraph shall not constitute a consent to, or waiver of any rights, remedy or power of

the Mortgagee upon a subsequent Event of Default under this paragraph. It is expressly acknowledged by Mortgagee that Mortgagor shall be permitted to grant a mortgage superior to this mortgage to a lender to be determined for purposes of providing renovation financing for the Mortgaged Property in an amount of up to Twenty Million Dollars (\$20,000,000.00), and that the lien of this Mortgage shall be subordinate thereto.

ARTICLE 6

EVENTS OF DEFAULT

The term "Event of Default," as used herein shall mean the occurrence or happening, at any time and from time to time, of any one or more of the following:

6.1 Payment of Indebtedness: If Mortgagor shall fail, refuse or neglect to pay, in full, any installment or portion of the Indebtedness, whether of principal, interest or any other amount, as and when the same shall become due and payable, and such default is not cured within the time period, if any, provided under the Note for curing such default, or if the Indebtedness is not paid in full at the Maturity Date, or by acceleration, notice of prepayment or otherwise.

6.2 Performance of Obligations: If Mortgagor shall fail, refuse or neglect to perform and discharge fully any of the Obligations of a material nature as and when required under the Note or this Mortgage, and such failure, refusal or neglect shall either be incurable, or, if curable, shall remain uncured for a period of thirty (30) days after written notice thereof from Mortgagee to Mortgagor in the case of monetary defaults other than monetary defaults under the Note, or shall remain uncured for a period of sixty (60) days after written notice thereof from Mortgagee to Mortgagor in case of any non-monetary defaults of a material nature; provided, however, that if Mortgagor commences to cure such non-monetary default of a material nature within said sixty (60) day period and is at all times proceeding with diligence to complete the cure of said default, Mortgagee agrees to give Mortgagor additional time to cure the default not exceeding one hundred twenty (120) days after written notice thereof from Mortgagee to Mortgagor.

6.3 Failure to Obtain Mortgagee's Consent to Transfer or Financing: If Mortgagor or any person shall make any unpermitted transfer or financing in violation of Paragraph 5.1 hereof without obtaining Mortgagee's prior consent.

6.4 Voluntary Bankruptcy: If Mortgagor or the general partner of Mortgagor (a) shall voluntarily be adjudicated a bankrupt or insolvent or shall consent to or not contest the entry of an order for relief against it or him as debtor; or (b) shall seek, consent to or not contest the appointment of a receiver, trustee, custodian or other similar official for itself or himself or for all or any part of its or his property; or (c) shall file a petition or commence any case, proceeding or other action seeking to have an order for relief entered against it or him as debtor or seeking reorganization, arrangement, adjustment, liquidation, dissolution or composition of it or him or it or his debts or other relief under any law relating to bankruptcy, insolvency, arrangement, reorganization, receivership or other debtor relief under the laws of the United States or any state or any other competent jurisdiction.

6.5 Involuntary Bankruptcy: If (a) a petition is filed, or any case, proceeding or other action is commenced against Mortgagor or the general partner of Mortgagor seeking to have an order for relief entered against it or him as debtor, or seeking reorganization, arrangement, adjustment, liquidation, dissolution or composition of it or him or its or his debts or other relief under any law relating to bankruptcy, insolvency, arrangement, reorganization, receivership or other debtor relief under the laws of the United States or any state or other competent jurisdiction; or (b) a court of competent jurisdiction enters an order for relief against it or him as debtor, or an order, judgment or decree is entered appointing, with or without the consent or contest of Mortgagor or the general partner of Mortgagor, a receiver, trustee, custodian or other similar official for it or him, or for all or any part of its or his property, and in the case of either (a) or (b), such petition, case, proceeding, action, order, judgment or decree shall not be stayed within sixty (60) days after the entry thereof or shall not be dismissed within ninety (90) days after being commenced.

ARTICLE 7

DEFAULT AND FORECLOSURE

7.1 **Remedies:** If an Event of Default shall occur, Mortgagee shall have the right and option, at Mortgagee's election and by or through a trustee or nominee or assignee or otherwise, to exercise any or all of the following rights, remedies and recourses, either successively or concurrently:

(a) **Acceleration:** Declare the unpaid principal balance of the Notes, the accrued interest and any other accrued but unpaid portion of the Indebtedness, including, but not limited to, any unpaid loan fees, to be accelerated, without further notice, presentment, protest, demand or action of any nature whatsoever (each of which is hereby expressly waived by Mortgagor), whereupon the same shall become immediately due and payable.

(b) **Entry on Mortgaged Property:** Enter upon the Mortgaged Property, without force or with such force as is permitted by law, and without notice or process or with such notice or process as is required by law, unless such notice or process is waivable, in which case Mortgagor hereby waives such notice and process, and take exclusive possession thereof and of all books, records and accounts relating thereto. If Mortgagor fails to surrender possession of the Mortgaged Property and remains in possession of any part thereof after an Event of Default and without Mortgagee's prior written consent thereto, Mortgagee may invoke any and all legal rights and remedies to dispossess Mortgagor, including specifically self-help, to the extent permitted by law, or one or more actions for forcible entry and detainer, trespass to try title and writ of restitution. Nothing contained in the foregoing sentence shall, however, be construed to impose any greater legal obligation or any additional legal prerequisites to acquiring possession of the Mortgaged Property after an Event of Default than would have existed under applicable law in the absence of such sentence, and to the extent any such legal obligation or prerequisite is waivable, Mortgagor hereby waives such obligation and prerequisite.

(c) **Appointment of Trustee or Receiver:** Upon, or at any time prior or after, instituting any foreclosure of the liens and security interests provided for herein or any other legal proceedings hereunder, make application to a court of competent jurisdiction as a matter of strict right and without notice to Mortgagor and without regard to the adequacy of the Mortgaged Property for the repayment of the Indebtedness, for appointment of a receiver of the Mortgaged Property, and Mortgagor does hereby irrevocably consent to such appointment. Any such receiver shall have all the usual powers and duties of receivers in similar cases, including the full power to hold, develop, rent, lease, manage, maintain, operate and otherwise use or permit the use of the Mortgaged Property upon such terms and conditions as said trustee or Receiver may deem to be prudent and reasonable under the circumstances as more fully set forth in Paragraph 7.2 below, and shall apply such Rents thereby received in accordance with the provisions of Paragraph 7.3 below.

(d) **Operation of Mortgaged Property:** Hold, develop, rent, lease, manage, maintain, operate or otherwise use or permit the use of the Mortgaged Property, either by itself or by other persons, firms or entities, in such manner, for such time and upon such other terms and conditions as Mortgagee may deem to be prudent and reasonable under the circumstances as more fully set forth in Paragraph 7.2 below; and apply all Rents and other amounts collected by Mortgagee in connection therewith in accordance with the provisions of Paragraph 7.3 below.

(e) **Foreclosure:** Pursuant to the procedures provided by applicable law, institute and prosecute foreclosure proceedings with respect to the Mortgaged Property and apply all proceeds collected by Mortgagee in connection with any foreclosure sale in accordance with the provisions of Paragraph 7.3 below.

(f) **Other:** Exercise any and all other rights, remedies and recourses granted under the Note and/or this Mortgage now or hereafter existing in equity or at law, by virtue of statute or otherwise.

7.2 **Right and Authority of Receiver or Mortgagee In The Event of Default, Power of Attorney.** Upon the occurrence of an Event of Default hereunder and entry upon the Mortgaged Property pursuant to paragraph 7.1(b) hereof or appointment of a Trustee or Receiver pursuant to Paragraph 7.1(c) hereof, and under such terms and conditions as may be deemed prudent and reasonable under the circumstances, all at Mortgagor's expense, Mortgagee or said Trustee or Receiver, as the case may be, may do or

permit any one or more of the following, successively or concurrently: (a) enter upon and take possession and control of the Mortgaged Property; (b) take and maintain possession of all documents, books, records, papers and accounts related to the Mortgaged Property; (c) exclude Mortgagor, its agents and employees, wholly from the Mortgaged Property; (d) manage and operate the Mortgaged Property; (e) preserve and maintain the Mortgaged Property; (f) make repairs and alterations to the Mortgaged Property; (g) complete the renovation of the Mortgaged Property; (h) employ such contractors, subcontractors, materialmen, architects, engineers, consultants, managers, brokers, marketing agents or other employees, agents, independent contractors or professionals, as Mortgagee may in its sole discretion deem appropriate or desirable, to implement and effectuate the rights and powers herein granted; (i) execute and deliver, in the name of Mortgagor as attorney-in-fact and agent of Mortgagor, or in its own name as Mortgagor, such documents and instruments as are necessary or appropriate to consummate authorized transactions; (j) enter such leases, whether of real or personal property, or tenancy agreements, under such terms and conditions as Mortgagee may in its sole discretion deem appropriate or desirable; (k) collect and receive the Rents from the Mortgaged Property; (l) eject tenants or repossess personal property, as provided by law, for breaches of the conditions of their leases or other agreements; (m) sue for unpaid rents, payments, income or proceeds in the name of Mortgagor or Mortgagee; (n) maintain actions in forcible detainer and actions in distress for rent; (o) compromise or give acquittance for rents, payments, income or proceeds that may become due; (p) delegate or assign any and all rights and powers given to Mortgagee by this Mortgage; and/or (q) do any acts which Mortgagee in its sole discretion deems appropriate or desirable to protect the security hereof and/or use such measures, legal or equitable, as it may in its sole discretion deem appropriate or desirable to implement and effectuate the provisions of this Mortgage. This Mortgage shall constitute a direction to and full authority to any lessee, or other third-party who has heretofore dealt or may hereafter deal with Mortgagor or Mortgagee, at the request of Mortgagee, to pay all amounts owing under any lease or other agreement to the Mortgagee without proof of the default relied upon. Any such lessee or third-party is hereby irrevocably authorized to rely upon and comply with (and shall be fully indemnified by Mortgagor in so doing) any request, notice or demand by the Mortgagee for the payment to the Mortgagee of any Rents or other sums which may be or thereafter become due under its lease or other agreement, or for the performance of any undertakings under any such lease or other agreement, and shall have no right or duty to inquire as to whether any default under this Mortgage or any of the other Loan Documents has actually occurred or is then existing, and Mortgagor hereby constitutes and appoints Mortgagee, its assignees, successors, transferees and nominees, as Mortgagor's true and lawful attorney-in-fact and agent, with full power of substitution in the Mortgaged Property, in Mortgagor's name and stead, to do or permit any one or more of the foregoing described rights, remedies, powers and authorities, successively and concurrently, and said power of attorney shall be deemed a power coupled with an interest and irrevocable.

7.3 Application of Proceeds: The proceeds of any sale of, and the rents and other amounts generated by the holding, leasing, operation or other use of, the Mortgaged Property shall be applied by Mortgagee (or the Trustee or Receiver, if one is appointed) to the extent that funds are so available to the following items in such in order of priority as Mortgagee may in its sole discretion determine:

(a) to the payment of the costs and expenses of taking possession of the Mortgaged Property and of holding, using, leasing, repairing, improving and selling the same and of otherwise enforcing its rights and remedies under the Loan Documents, including, without limitation (i) trustees' and receivers' fees, (ii) court costs, (iii) attorneys' and accountants' fees, (iv) costs of advertisement and (v) the payment of any and all Impositions, liens, security interests or other rights, titles or interests equal, superior or subordinate to the lien and security interest of this Mortgage (except those to which the Mortgaged Property has been sold subject to but without in any way implying Mortgagee's consent to the creation thereof);

(b) to the payment of all amounts, other than the principal balance outstanding and accrued but unpaid interest which may be due to Mortgagee under the Note and this Mortgage, together with interest thereon as provided therein;

(c) to the payment of all accrued but unpaid interest due on the Notes;

(d) to the payment of the principal balance outstanding under the Notes; and

(e) the balance, if any, to Mortgagor or the person lawfully entitled thereto.

7.4 Remedies Cumulative, Concurrent and Non-Exclusive; No Waiver: Mortgagee shall have all rights, remedies and recourses granted in the Note and this Mortgage and

available at law or equity and same (a) shall be cumulative and concurrent, (b) may be pursued separately, successively or concurrently against Mortgagor or others obligated under the Note, or against the Mortgaged Property, or against any one or more of them, at the sole discretion of Mortgagee, (c) may be exercised as often as occasion therefor shall arise, it being agreed by Mortgagor that the exercise or failure to exercise any of same shall in no event be construed as a waiver or release thereof or of any other right, remedy or recourse and (d) are intended to be, and shall be, nonexclusive. All the conditions, covenants, provisions and obligations herein contained, and all rights hereunder shall run with the land hereby mortgaged and shall extend to, be binding upon, and inure for the benefit of the heirs, executors, administrators, successors and assigns of the respective parties hereto. No delay or omission to exercise any right or power accruing upon any Event of Default shall impair any such right or power or shall be construed to be a waiver of any such Event of Default or acquiescence therein, and every such right and power may be exercised at any time from time to time as often as and when deemed by Mortgagee to be expedient or appropriate. A delay or failure in one or more instances of invoking any right, remedy or recourse shall not constitute a waiver thereof, and any such failure shall apply to the particular instance or instances and at the particular time or times only, and even if such delay or failure shall be deemed a waiver with regard to the particular instance, such delay or failure shall not be deemed to constitute a waiver with respect to any subsequent instance or event; but all of the terms, covenants, conditions and other provisions of this Mortgage and the Note shall survive and continue to remain in full force and effect. No change, amendment, modification, cancellation or discharge hereof, or any part thereof, shall be valid unless in writing and signed by the parties hereto or their respective successors and assigns. No action for the enforcement of the lien or any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the Note.

7.5. No Conditions Precedent to Exercise of Remedies: Mortgagor shall not be relieved of any of the Obligations by reason of (a) the failure of Mortgagee to comply with any request of Mortgagor to foreclose the lien of this Mortgage or to enforce any provisions hereof or of the Note; or (b) the release, regardless of consideration, of the Mortgaged Property or any portion thereof or the addition of any other property to the Mortgaged Property; or (c) any agreement or stipulation extending, renewing, rearranging or in any other way modifying the terms of the Note or this Mortgage without first having obtained the consent of, given notice to or paid any consideration to Mortgagor and in such event Mortgagor shall continue to be liable to make payment according to the terms of any such extension or modification agreement unless expressly released and discharged in writing by Mortgagee; or (d) by any other act or occurrence save and except the complete payment of the Indebtedness and the complete fulfillment of all of the Obligations.

7.6 Release of and Resort to Collateral: Mortgagee may release, regardless of consideration, any part of the Mortgaged Property without, as to the remainder, in any way impairing, affecting, subordinating or releasing the lien or security interests created in or evidenced by this Mortgage or its stature as a first priority lien and security interest in and to the Mortgaged Property. For payment of the Indebtedness, Mortgagee may resort to any other security therefor held by Mortgagee in such order and manner as Mortgagee may elect.

7.7 Waiver of Redemption, Etc., Notice and Marshalling of Assets: To the fullest extent permitted by law, Mortgagor hereby irrevocably and unconditionally waives and releases (a) all benefit that might accrue to Mortgagor, or any person by, through or under Mortgagor or acquiring any interest in the Mortgaged Property, by virtue of any present or future law exempting the Mortgaged Property or any part thereof from attachment, levy or sale on execution or providing for any homestead exemption, appraisement, moratorium, valuation, stay of execution, exemption from civil process, rights of redemption or extension of time for payment; (b) except as provided herein and under the Note, all notices of any Event of Default or of Mortgagee's election to exercise or its actual exercise of any right, remedy or recourse provided for under the Loan Documents; and (c) any right to a marshalling of assets or a sale in inverse order of alienation.

7.8 Discontinuance of Proceedings: In case Mortgagee shall have proceeded to invoke any right, remedy or recourse permitted hereunder or under the Note and shall thereafter elect to discontinue or abandon same for any reason, Mortgagee shall have the unqualified right so to do and, in such an event, Mortgagor and Mortgagee shall be restored to their former positions with respect to the Indebtedness, the Obligations, the Mortgaged Property and otherwise, and the rights, remedies, recourses and powers of Mortgagee shall continue as if same had never been invoked.

7.9 Indemnity. Mortgagee shall not be obligated to perform discharge, nor does it hereby undertake to perform or discharge, any obligation, duty or liability of Mortgagor, and to the extent provided by law, Mortgagor shall and does hereby agree to protect, indemnify, defend and hold Mortgagee harmless of and from any and all liability, loss, cost, expense or damage which it may or might incur in the exercise of its rights, remedies, powers and authority hereunder, and of and from any and all claims and demands whatsoever which may be asserted against it by reason of any alleged obligations, undertakings or liabilities, except in the event of Mortgagee's gross negligence or willful misconduct. Should Mortgagee incur any such liability, loss, cost or damage of or in the defense of any claims or demands, the amount thereof, including costs, expenses and attorneys' fees, shall be secured hereby, and Mortgagor shall reimburse Mortgagee therefor immediately upon demand, with interest occurring at the Default Rate.

7.10 Mortgagee's Expenses: Mortgagor further expressly covenants and agrees to pay Mortgagee all reasonable costs and expenses of every kind paid or incurred by Mortgagee in any way in connection with the protection of the Mortgaged Property or the maintenance of the lien of this Mortgage and the security interests under the Note or this Mortgage, or otherwise in connection with the determination and exercise by Mortgagee of any of its rights or remedies under the Note or this Mortgage upon the occurrence of any event which, with the passage of time or the giving of notice or both, could constitute an Event of Default hereunder, whether or not such event shall ripen into an Event of Default hereunder, including any and all expenditures for documentary evidence, title insurance, minutes of foreclosure, or any abstract or opinion of title to the Mortgaged Property, and all similar fees, costs, charges and expenses, and including reasonable attorneys' fees and stenographer's fees, paid or incurred by Mortgagee in any suit or legal proceeding, or in preparation or in anticipation of declaring an Event of Default or in preparation or in anticipation of such suit or proceeding, regardless of whether such suit or proceeding is actually instituted, including without limitation, any bankruptcy or insolvency proceeding, probate proceeding, or other proceeding in which Mortgagee may in its discretion intervene in order to protect its security, or appeal from any of the foregoing, or otherwise paid or incurred by Mortgagee in obtaining legal advice regarding its rights and remedies under the Note or this Mortgage or in determining whether to declare an Event of Default hereunder. All such fees, costs, charges and expenses shall constitute so much additional indebtedness evidenced by the Note and secured by this Mortgage, regardless of whether the same may cause the Indebtedness secured hereby to exceed the face amount of the Note, and shall be immediately due and payable when incurred, with interest accruing thereon at the Default Rate, and shall be allowed in any decree of foreclosure hereof. No proceeding to foreclose this Mortgage, whether a decree of foreclosure shall have been entered therein or not, shall be dismissed, nor shall a release of this Mortgage be given until all such expenses, charges and costs of Mortgagee shall have been paid in full. Mortgagor's liability shall terminate as of the date of conveyance and expiration of any redemption period.

ARTICLE 8

CONDEMNATION

8.1 General: The Mortgagor shall be entitled to commence, appear in and prosecute any action or proceeding relating to any condemnation, and to settle or compromise any claim in connection therewith, and, in the event that Mortgagor is not in default hereunder at the time of the condemnation, all proceeds shall be available to Mortgagor for repair and restoration of the Mortgaged Property. If, at the time of the condemnation Mortgagor is in default hereunder and such default is of a material nature and is not cured within the time period permitted hereunder, then Mortgagee shall have the right and option in its discretion of requiring the application of such condemnation proceeds, either as a credit on the Indebtedness secured hereby, whether then matured or to mature in the future and without affecting the lien of this Mortgage, or to make all proceeds available to be used for restoration.

ARTICLE 9

MISCELLANEOUS

9.1 Performance at Mortgagor's Expense: The cost and expense of performing or complying with any and all of the Obligations shall be borne solely by Mortgagor, and no portion of such cost and expense shall be, in any way and to any extent, credited against any installment on or portion of the Indebtedness.

9.2 Further Assurances: Mortgagor, upon the request of Mortgagee, shall execute, acknowledge, deliver and record and/or file such further instruments and do such further acts as may be reasonably necessary or proper to carry out more effectively the purpose of this Mortgage and to subject to the liens and security interests thereof any property intended by the terms thereof to be covered thereby, including specifically but without limitation, any renewals, additions, substitutions, replacements, betterments or appurtenances to the then Mortgaged Property.

9.3 Notices: All notices or other communications required or permitted to be given hereunder shall be in writing and shall be considered properly given if sent by overnight messenger service or deposited in first class United States mail, postage prepaid registered or certified with return receipt requested, or by delivering same to the address listed below by personal delivery or by prepaid messenger or telegram, as follows:

If to Mortgagor:

The Miller Partnership LP
c/o Capital & Regional General Corp.
333 North Michigan Avenue
30th Floor
Chicago, Illinois 60601

If to Mortgagee:

Capital and Regional Properties Corporation
333 North Michigan Avenue
30th Floor
Chicago, Illinois 60601

or at such other place as any party hereto may by notice in writing designate as a place for service of notice hereunder. Notice so sent shall be effective whether or not receipt thereof is acknowledged or is refused by the addressee or any person at such address unless such notice is given by registered or certified mail, in which event, it shall be deemed given two (2) days after deposit in the U.S. Mail.

9.4 No Waiver: Any failure by Mortgagee to insist, or any election by Mortgagee not to insist, upon strict performance by Mortgagor of any of the terms, provisions or conditions of the other Loan Documents shall not be deemed to be a waiver of same or of any other term, provision or condition thereof, and Mortgagee shall have the right at any time or times thereafter to insist upon strict performance by Mortgagor of any and all of such terms, provisions and conditions.

9.5 Mortgagee's Right to Perform the Obligations: If Mortgagor shall fail, refuse or neglect to make any payment or perform any act required by the Loan Documents, then at any time thereafter, and without notice to or demand upon Mortgagor and without waiving or releasing any other right, remedy or recourse Mortgagee may have because of same, Mortgagee may (but shall not be obligated to) make such payment or perform such act for the account of and at the expense of Mortgagor, and shall have the right to enter the Real Estate and Building for such purpose and to take all such action thereon and with respect to the Mortgaged Property as it may deem necessary or appropriate. If Mortgagee shall elect to pay any Imposition or other sums due with reference to the Mortgaged Property, Mortgagee may do so in reliance on any bill, statement or assessment procured from the appropriate Governmental Authority or other issuer thereof without inquiring into the accuracy or validity hereof. Similarly, in making any payments to protect the security intended to be created by the Loan Documents, Mortgagee shall not be bound to inquire into the validity of any apparent or threatened adverse title, lien, encumbrance, claim or charge before making an advance for the purpose of preventing or removing the same. Mortgagor shall indemnify Mortgagee for all losses, expenses, damages, claims and causes of action, including attorneys' fees, incurred or accruing by reason of any acts performed by Mortgagee pursuant to the provisions of this Paragraph 10.5 or by reason of any other provision in the Loan Documents. All sums paid by Mortgagee pursuant to this Paragraph 10.5, and all other sums expended by Mortgagee to which it shall be entitled to be indemnified, together with interest thereon at the Default Rate or at the maximum rate allowed by law from the date of such payment or expenditure, shall constitute additions to the Indebtedness, shall be secured by the Loan Documents and shall be paid by Mortgagor to Mortgagee upon demand.

9.6 Effect of Extensions of Time and Amendments on Junior Liens and Others. If the Indebtedness secured hereby, or any part thereof, shall be extended, increased or varied, or if any part of the security therefor shall be released, any person or entity now or at any time hereafter liable for the Indebtedness, whether primarily or secondarily, and all persons otherwise interested in the Mortgaged Property, shall be held to assent and agree to any such extension, variation or release, and their liability and the lien and all provisions hereof shall continue in full force and effect, with the right of recourse against all such persons being expressly reserved by the Mortgagee, notwithstanding any such extension, variation or release. Any person or entity purporting to have or to take a junior mortgage or other lien upon the Mortgaged Property or any interest therein, and any person or entity now or at anytime hereafter liable for the Indebtedness whether primarily or secondarily, and all persons otherwise interested in the Mortgaged Property, shall be subject to the rights of the Mortgagee to amend, modify, vary, alter or supplement this Mortgage or the Note, and/or to extend the maturity of the Indebtedness, and/or to increase the amount of the Indebtedness, and/or to waive or forebear the exercise of any of its rights and remedies thereunder, and/or to release any collateral or security for the Indebtedness, in each and every case without obtaining the consent of the holder of such junior lien and without the lien of this Mortgage losing its priority over the rights of any such junior lien.

9.8 Severability: This Mortgage is intended to be performed in accordance with, and only to the extent permitted by, all applicable Legal Requirements. If any provision of any of the Note and this Mortgage or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of the instrument in which such provision is contained nor the application of such provision to other persons or circumstances nor the other instruments referred to herein shall be affected thereby, but rather shall be enforced to the greatest extent permitted by law. It is hereby expressly stipulated and agreed to be the intent of Mortgagor and Mortgagee to at all times comply with the usury, and all other, laws relating to the Note and this Mortgage. If, at any time, the applicable Legal Requirements render usurious any amount called for in the Note or this Mortgage, then it is Mortgagor's and Mortgagee's express intent that such document be enforced to the greatest extent permitted by law, so as to comply with the then applicable law so as to permit the recovery of the fullest amount otherwise called for in such document.

9.9 Release Upon Payment of Indebtedness and Discharge of Mortgagor's Obligations: If Mortgagor shall fully pay all principal and interest on the Notes and all Indebtedness secured hereby and perform and comply with all of the other terms and provisions hereof to be performed and complied with by Mortgagor, then this Mortgage shall be satisfied, and Mortgagee shall thereupon release this Mortgage and the lien thereof by proper instrument upon payment and discharge of all Indebtedness secured hereby and, if allowed by law, upon payment to Mortgagee of a reasonable fee for the preparation of such release.

9.10 Captions and Pronouns: The captions and headings of various paragraphs of this Mortgage are for convenience only and are not to be construed as defining or limiting, in any way, the scope or intent of the provisions hereof. Whenever the context requires or permits, the singular shall include the plural, the plural shall include the singular, and the masculine, feminine and neuter shall be freely interchangeable.

9.11 Successors and Assigns: All of the terms of this Mortgage shall apply to, be binding upon and inure to the benefit of the parties thereto, their successors, assigns, heirs and legal representatives, and all other persons claiming by, through or under them.

9.12 Applicable Law: This Mortgage shall be governed by and construed according to the laws of the State of Indiana, except to the extent that Federal law may preempt the applicability of state usury laws.

ARTICLE 10

NON-RECOURSE

In the event of any default under the terms of this Mortgage or the Note or upon maturity of the Note, whether by acceleration or the passage of time or otherwise, notwithstanding any other provision contained herein, the recourse of Mortgagee shall be limited to judicial foreclosure and the other remedies set forth in the Mortgage and there shall be no personal liability of Mortgagor or any partner in Mortgagor, for the payment of principal or interest or other amounts which may be due and payable on or under the terms of the Note or the Mortgagor. Mortgagee shall look solely to the Mortgaged

Property and any other security granted to Mortgagee under the terms of the Mortgage upon foreclosure of the Mortgage and shall not institute, seek, obtain or take any deficiency or monetary judgment against Mortgagor, any partner in Mortgagor, or against any property of Mortgagor or any partner in Mortgagor, other than the Mortgaged Property, for any amounts unsatisfied after the application of the Mortgaged Property and other security granted to Mortgagee under the terms of the Mortgage, and the proceeds thereof; provided, however, nothing contained in this paragraph shall in any manner or way release, effect or impair: (a) the existence of the debt evidenced by the Note; or (b) the enforceability of the liens and security interests created by the Mortgage.

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

MORTGAGOR:

THE MILLER PARTNERSHIP L.P., an Illinois limited partnership

By: CAPITAL & REGIONAL GENERAL CORP., an Illinois corporation, its sole general partner

ATTEST [SEAL]

By: Mark S. Hoffman Name: MARK S. HOFFMAN Title: Secretary
By: John S. [Signature] Name: JOHN S. [Signature] Title: President

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

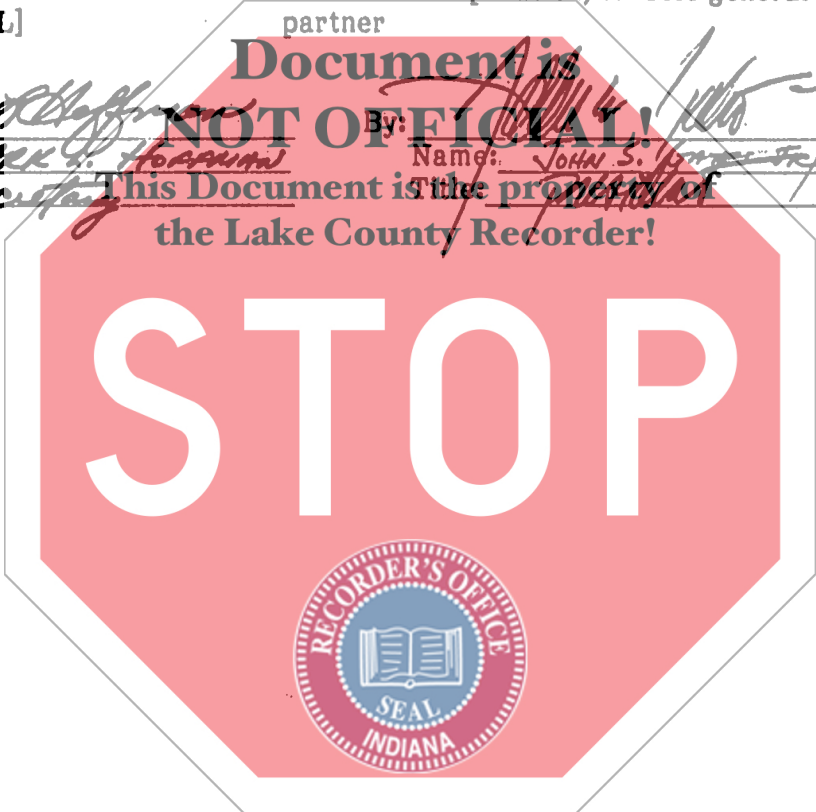


EXHIBIT A

Legal Description

Real Estate

Parcel A1: Part of the Northwest Quarter of the Southeast Quarter of Section 31, Township 37 North, Range 7 West described as follows: Beginning at a monument at the intersection of the center line of Cypress Avenue and the center line of Section 31, Township 37 North, Range 7 West; thence North along said center line of said Section 31, a distance of 30 feet; thence East along the North line of Cypress Avenue, a distance of 160.02 feet to the point of beginning; thence North parallel with the center line of Lake Street, a distance of 282.00 feet; thence East, parallel to the center line of Cypress Avenue, a distance of 160.76 feet; thence South, parallel with the center line of Lake Street, a distance of 137.00 feet; thence East, parallel with the center line of Cypress Avenue, a distance of 176.33 feet; thence South, parallel with the center line of Lake Street, a distance of 145.00 feet; thence West along the North line of Cypress Avenue, a distance of 327.00 feet to the point of beginning, all in the City of Gary, Lake County, Indiana.

(Continued on page A)

EXHIBIT "A"

LEGAL DESCRIPTION



Property Address:

P.I.N.

ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS
 COUNTY OF COOK)

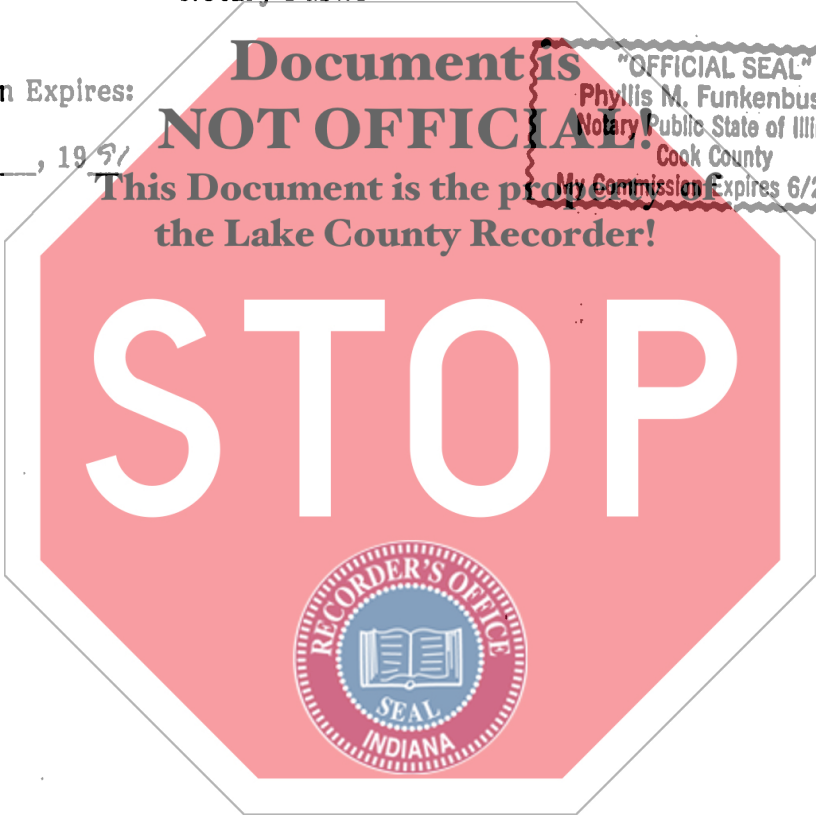
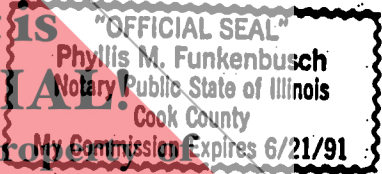
The undersigned, PHYLLIS M. FUNKENBUSCH a Notary Public in and for the County aforesaid; DO HEREBY CERTIFY that JOHN S. GATES JR. and MARK C. HOFFMAN, respectively the _____ President and _____ Secretary, of CAPITAL & REGIONAL GENERAL CORP., an Illinois corporation, the sole general partner of THE MILLER PARTNERSHIP L.P., an Illinois limited partnership, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such officers, appeared before me in person and acknowledged that they signed and delivered the said instrument as their free and voluntary act, and as the free and voluntary act of such corporation and partnership, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 8th day of May, 1991.

Phyllis M. Funkenbusch [SEAL]
 Notary Public

My Commission Expires:
June 21, 1991

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



This Instrument was prepared by and after recording should be mailed to:

Kris E. Curran, Esq.
 Coffield Ungaretti Harris & Slavin
 3500 Three First National Plaza
 Chicago, Illinois 60602
 (312) 977-4400

kec0481

SCHEDULE A CONTINUED:

Legal Description Continued:

Parcel A2: Part of the Northwest Quarter of the Southeast Quarter of Section 31, Township 37 North, Range 7 West of the Second Principal Meridian, described as follows: Beginning at a monument at the intersection of the center line of Cypress Avenue and the West line of said Southeast Quarter of Section 31; thence North along said West line of said Southeast Quarter, a distance of 30 feet to the North right-of-way line of Cypress Avenue and the point of beginning; thence East along the North line of Cypress Avenue a distance of 160.02 feet; thence North, parallel with the center line of Lake Street a distance of 308.15 feet; thence West, parallel to the center line of Cypress Avenue a distance of 152.24 feet to the West line of said Southeast Quarter of Section 31; thence South along said West line a distance of 308 feet, to the point of beginning, all in the City of Gary, in Lake County, Indiana.

Parcel A3: Part of Government Lot 5 in the Southeast Quarter of Section 31, Township 37 North, Range 7 West of the Second Principal Meridian in the City of Gary, Calumet Township, Lake County, Indiana, lying Westerly of the center line of Lake Street and North of the North line of Johnson-Kennedy Estates Fourth Subdivision, more particularly described as beginning at the point of intersection of a line that is parallel to and 408.65 feet West of the center line of Lake Street with a line that is parallel to and 30 feet North of the North line of Johnson-Kennedy Estates Fourth Subdivision (the Center line of Hemlock Street); thence Northerly on said line parallel with Lake Street a distance of 150.24 feet; thence Westerly on a line that is parallel with, and 180.24 feet North of the North line of Johnson-Kennedy Estates Fourth Subdivision, a distance of 226.70 feet, to the West line of Government Lot 5; thence Southerly on said West line, a distance of 150.17 feet to a line that is 30 feet North of and parallel with the North line of Johnson-Kennedy Estates Fourth Subdivision; thence Easterly on said line a distance of 230.5 feet to the place of beginning.

the Lake County Recorder!

Parcel B1: Part of Government Lot 5 in the East Half of Section 31, Township 37 North, Range 7 West of the Second Principal Meridian, in the City of Gary, Calumet Township, Lake County, Indiana, lying Westerly of the center line of Lake Street and North of the North line of Johnson-Kennedy Estates 4th Subdivision as the same appears in Plat Book 22, page 2, in the Recorder's Office of Lake County, Indiana, more particularly described as beginning at a point in the West line of Government Lot 5, 180.18 feet North of the North line of Johnson-Kennedy Estates 4th Subdivision (the center line of Hemlock Avenue) measured along the West line of said Government Lot 5; thence Northerly on the West line of Government Lot 5, a distance of 329.63 feet to the Grand Calumet River Lagoon; thence along the waters edge of said Lagoon to a line that is parallel to and 333.02 feet West of the center line of Lake Street measured parallel with Hemlock Avenue, the chord distance of the line along said Lagoon being 297.38 feet and the chord bearing being North 79 degrees 07 minutes 51 seconds East; thence Southerly on said line 335.96 feet to the North line of Forest Court, (see Deed Record Book 1209, page 180, Document 414683, recorded July 5, 1962); thence along the dedicated right-of-way of Forest Court, (see Deed Record Book 1296, page 32, Document No. 625929, recorded July 23, 1965) 189.77 feet beginning Northwesterly along the arc of a curve that is concave to the Southeast, said curve having a radius of 40 feet, a chord length of 55.66 feet and a chord bearing of South 44 degrees 06 minutes 04 seconds West to a point which is 373.02 feet Westerly from the centerline of Lake Street; thence Southerly on the West right-of-way line of Forest Court, as the same was dedicated July 23, 1965 a distance of 10.03 feet, said line being parallel with the center line of Lake Street; thence Westerly on a line which is parallel with the North line of Johnson-Kennedy Estates 4th Subdivision, a distance of 262.35 feet, to the point of beginning.

(Continued on page B)

SCHEDULE A CONTINUED:

Legal Description Continued:

Parcel C1: A part of the Southeast Quarter of Section 31, Township 37 North, Range 7 West of the 2nd P.M., in the City of Gary in Lake County, Indiana, and described as: Commencing at the intersection of the West line of Lake Street and the South line of Hemlock Avenue as shown in the Plat of Johnson-Kennedy Estates 4th Subdivision as shown in Plat Book 22, page 2, in the Recorder's Office in Lake County, Indiana; thence West along the South line of said Hemlock Avenue, a distance of 133.55 feet to the point of beginning of this description; thence continuing West, along the South line of said Hemlock Avenue, a distance of 241.00 feet; thence Southerly on a line parallel with the West line of Lake Street, a distance of 190.13 feet; thence Easterly on a line parallel with the South line of Hemlock Avenue, a distance of 241.00 feet; thence Northerly on a line parallel with the West line of Lake Street, a distance of 190.13 feet to the place of beginning.

Parcel C2: A part of the Southeast Quarter of Section 31, Township 37 North, Range 7 West of the Second Principal Meridian, in the City of Gary in Lake County, Indiana, and described as: Commencing at the intersection of the West line of Lake Street and the South line of Hemlock Avenue as shown in the Plat of Johnson-Kennedy Estates 4th Subdivision in Plat Book 22, page 2, in Lake County, Indiana, thence continuing West along the South line of said Hemlock Avenue a distance of 374.55 feet to the place of beginning of this description; thence Southerly on a line parallel with the West line of Lake Street, a distance of 216.53 feet; thence Westerly on a line parallel with the South line of Hemlock Avenue, a distance of 238.63 feet to the west line of said Southeast Quarter of section 31; thence Northerly on the West line of said Southeast Quarter a distance of 216.42 feet to the South line of Hemlock Avenue; thence Easterly on the South line of Hemlock Avenue, a distance of 233.16 feet to the place of beginning.

Parcel D1 & D2: Part of Government Lot 5 in the Southeast Quarter of Section 31, Township 37 North, Range 7 West of the 2nd P.M., in the City of Gary, Calumet Township, Lake County, Indiana, lying Westerly of the center line of Lake Street and North of the North line of Johnson-Kennedy Estates Fourth Subdivision, more particularly described as beginning at the point of intersection of a line that is parallel to and 33 feet West of the center line of Lake Street with a line that is parallel to and 30 feet North of the North line of Johnson-Kennedy Estates Fourth Subdivision (the center line of Hemlock Avenue); thence Northerly on the West line of Lake Street a distance of 150.24 feet to the South line of Forest Court; thence Westerly on a line that is parallel with the center line of Hemlock Avenue and along the south line of Forest Court a distance of 375.65 feet; thence Southerly on a line that is parallel with the center line of Lake Street a distance of 150.24 feet to the North line of Hemlock Avenue; thence Westerly on said North line, 375.65 feet to the point of beginning.

Parcel E1: Part of the West Half of the Northwest Quarter of the Southeast Quarter of Section 31, Township 37 North, Range 7 West of the 2nd P.M., in the City of Gary, in Lake County, Indiana, described as follows: Beginning at a monument at intersection of the center line of vacated Gibson Street (the center line of Section 31, Township 37 North, Range 7 West) and the center line of Cypress Avenue, thence North along the center line of Section 31, Township 37 North, Range 7 West, a distance of 338 feet, thence East, parallel with the center line of Cypress Avenue, a distance of 152.24 feet; thence South, parallel with the center line of Lake Street, a distance of 26.15 feet; thence East, parallel with the center line of Cypress Avenue a distance of 160.76 feet to the point of beginning; thence continuing East, parallel with the center line of Cypress Avenue, a distance of 176.33 feet; thence South, parallel with the center line of Lake Street a distance of 137.00 feet; thence West, parallel with the center line of Cypress Avenue a distance of 176.33 feet; thence North, parallel with the center line of Lake Street a distance of 137.00 feet to the point of beginning, in the City of Gary, in Lake County, Indiana.

(Continued on page C)

SCHEDULE A CONTINUED:

Legal Description Continued:

Parcel F1: Lots 17 to 24, inclusive, and the vacated South 20 feet of Hickory Avenue, now Forest Avenue, lying North of and adjacent to said Lot 17, and the vacated North 20 feet of Hemlock Avenue lying South of and adjacent to said Lot 24, and the West Half of the vacated 20 foot alley which adjoins said Lots 17 to 24, inclusive, on the East, all in Block "A" in the Johnson-Kennedy Estates Second Subdivision, in the City of Gary, as shown in Plat Book 17, on page 15, in the Recorder's Office in Lake County, Indiana.

Parcel F2: A part of the West Half of the Northwest Quarter of the Southeast Quarter of Section 31, Township 37 North, Range 7 West of the Second Principal Meridian and more particularly described as follows: Beginning at the intersection of the North line of Cypress Avenue with the West line of Lake Street, thence 133.55 feet West, along the North line of Cypress Avenue; thence 298.12 feet North, parallel with the West line of Lake Street; thence 133.55 feet East, parallel with the North line of Cypress Avenue, to the West line of Lake Street; thence 298.12 feet South, along said West line of Lake Street, to the point of beginning, all in the City of Gary in Lake County, Indiana.

Parcel F3: Part of Government Lot 3 in the East Half of Section 31, Township 37 North, Range 7 West of the 2nd P.M., in the City of Gary, Lake County, Indiana, lying Westerly of the center line of Lake Street and North of the North line of Johnson-Kennedy Estates Fourth Subdivision, more particularly described as beginning at a point that is 33 feet West of the center line of Lake Street and 230.24 feet North of the center line of Hemlock Avenue, which center line is the North line of said Johnson-Kennedy Estates Fourth Subdivision as shown in Plat book 22, page 2; thence Westerly parallel with the center line of Hemlock Avenue and along the North line of Forest Court, 150.00 feet to a line that is 180.02 feet West of and parallel with the center line of Lake Street; thence Northerly on said parallel line, 369.03 feet to the Grand Calumet River Lagoon; thence Northeasterly along the water's edge to the West line of Lake Street, the chord distance of said line being 151.99 feet and the chord bearing being North 78 degrees 43 minutes 43 seconds East; thence Southerly on said West line, a distance of 398.78 feet to the place of beginning and subject to all easements of Record.

Parcel F4: A part of Government Lot 3 in the Northeast Half of Section 31, Township 37 North, Range 7 West of the 2nd P.M., in the City of Gary, Lake County, Indiana, lying Westerly of the center line of Lake Street and North of the North line of Johnson-Kennedy Estates Fourth Subdivision, as shown in Plat Book 22, page 2, more particularly described as beginning at a point that is 183.02 feet West of the center line of Lake Street and 230.24 feet North of the center line of Hemlock Avenue which said center line is the said North line of Johnson-Kennedy Estates Fourth Subdivision; thence Westerly parallel with the center line of Hemlock Avenue and on the North line of Forest Court, 150 feet to a line that is 333.02 feet West of and parallel with the center line of Lake Street; thence Northerly parallel with the center line of Lake Street, 335.96 feet to the Grand Calumet River Lagoon; thence Northeasterly along the water's edge of said Lagoon to a line that is parallel with and 183.02 feet west of the center line of Lake Street, the chord distance of the line along said Lagoon being 152.57 feet and the chord bearing being North 77 degrees 29 minutes 56 seconds East; thence Southerly, parallel with and 183.02 feet West of the center line of Lake Street, a distance of 369.03 feet to the place of beginning and subject to all easements of record.

(Continued on page D)

SCHEDULE A CONTINUED:

Legal Description Continued:

Parcel F5: Part of the Northwest Quarter of the Southeast Quarter of Section 31, Township 37 North, Range 7 West of the Second Principal Meridian, more particularly described as follows: Beginning at a monument at the intersection of the center line of vacated Gibson Street, (the center line of said Section 31) and the center line of Cypress Avenue; thence North along the center line of said Section 31, a distance of 721.81 feet; thence East, parallel with the center line of Hemlock Avenue, a distance of 185.05 feet to the point of beginning; thence East, parallel with the center line of Hemlock Avenue, a distance of 53.49 feet; thence North, parallel with the center line of Lake Street a distance of 26.4 feet; thence East, parallel with the center line of Hemlock Avenue a distance of 241 feet; thence South parallel with the center line of Lake Street a distance of 190.23 feet to the North right-of-way line of Kennedy Terrace; thence West, along the North right-of-way line of Kennedy Terrace a distance of 243.04 feet; thence Northwesterly along the right-of-way line of the Kennedy Terrace cul de sac a distance of 66.15 feet, said distance being along the arc of a curve that is concave to the Southwest and whose radius is 52.5 feet, whose chord length is 61.86 feet and whose chord bearing is North 64 degrees 31 minutes 21 seconds West; thence North, parallel with the center line of said Section 31 a distance of 137.15 feet, to the point of beginning, all in the City of Gary, in Lake County, Indiana.

Parcel F6: All of Lots 18 to 26, inclusive, Block "C", of Johnson-Kennedy Estates Second Subdivision, in the City of Gary, as shown in Plat Book 17, page 15, in the Recorder's Office in Lake County, Indiana.

Parcel F7: Part of the Northwest Quarter of the Southeast Quarter of Section 31, Township 37 North, Range 7 West of the 2nd P.M., and described as follows: Beginning at a monument at the intersection of the center line of said Section 31, (the center line of vacated Gibson Street) and the center line of Cypress Avenue; thence North along the center line of said Section 31, a distance of 338 feet to the place of beginning; thence continuing North along the center line of said Section 31, a distance of 53.81 feet; thence East, parallel with the center line of Hemlock Avenue, a distance of 185.05 feet; thence South, parallel with the center line of said Section 31, a distance of 137.15 feet, to a point on Kennedy Terrace cul de sac right of way; thence 146.14 feet Southerly, along said right of way line, and along the arc of a curve that is concave to the East, said curve having a radius of 52.5 feet, a chord length of 103.32 feet and a chord bearing parallel with the centerline of Section 31, Township 37 North, Range 7 West; thence South, parallel with the center line of said Section 31, a distance of 169.47 feet; thence West, parallel with the center line of Cypress Avenue, a distance of 32.15 feet; thence North and parallel with the center line of Lake Street, a distance of 26.15 feet; thence West, parallel with the center line of Cypress Avenue, a distance of 152.24 feet to the point of beginning, all in the City of Gary, Lake County, Indiana.

Parcel F8: Part of the West Half of the Northwest Quarter of the Southeast Quarter of Section 31, Township 37 North, Range 7 West of the 2nd P.M., Gary, Lake County, Indiana, described as follows: Beginning at a monument at intersection of the center line of vacated Gibson Street (center line of said Section 31) and the center line of Cypress Avenue, thence North along the center line of Section 31, Township 37 North, Range 7 West, a distance of 338 feet; thence East, parallel with the center line of Cypress Avenue, a distance of 152.24 feet; thence South, parallel with the center line of Lake Street, a distance of 26.15 feet; thence East, parallel with the center line of Cypress Avenue, a distance of 32.15 feet to the point of beginning; thence North, parallel with the center line of said Section 31, a distance of 169.47 feet, to a point on the Kennedy Terrace right-of-way; thence 65.47 feet

(Continued on page E)

SCHEDULE A CONTINUED

Legal Description:

Northeasterly, along said right of way line and along the arc of a curve that is concave to the Northwest, said curve having a radius of 52.5 feet, a chord length of 61.31 feet and a chord bearing of North 64 degrees 10 minutes 20 seconds East, thence East, along the South right of way line of Kennedy Terrace distance of 244.63 feet; thence South, parallel with the center line of Lake Street, a distance of 196.10 feet; thence West, parallel with the center line of Cypress Avenue, a distance of 304.94 feet to the point of beginning, all in the City of Gary, in Lake County, Indiana.

Parcel 17: Lots 12, 13 and 14, Block 3, Johnson-Kennedy Estates Fourth Subdivision, in the City of Gary, as shown in Plat Book 22, Page 2, in Lake County, Indiana.

