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WARSCO + BROGAN
927 S. HARRISON ST
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MORTGAGE ON IMPROVEMENTS

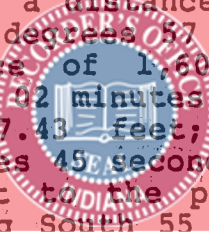
THIS INDENTURE, made this 25th day of October, 1991, WITNESSETH, that GARY JET CENTER, INC., an Indiana corporation, whose principal place of business is Gary Regional Airport, 5401 Industrial Boulevard, Gary, IN 46407, (hereinafter referred to as "Mortgagor"), mortgages and warrants to INB BANKING COMPANY, NORTHEAST, a national banking association, whose mailing address is P.O. Box 11909, Fort Wayne, IN 46861-1909, (hereinafter referred to as "Mortgagee"), certain improvements being located on the following described real estate to-wit:

A parcel of land in Section 36, Township 37 North, Range 9 West of the second principal meridian, Lake County, Indiana, being more particularly described as follows:

Commencing at the Northwest corner of said Section 36; thence South 00 degrees 00 minutes 00 seconds East, a distance of 2,170.09 feet; thence South 55 degrees 57 minutes 45 seconds East, a distance of 1,607.10 feet; thence North 34 degrees 02 minutes 15 seconds East, a distance of 447.43 feet; thence South 55 degrees 57 minutes 45 seconds East, a distance of 1,049.87 feet to the point of beginning; thence continuing South 55 degrees 57 minutes 45 seconds East, a distance of 330 feet; thence North 34 degrees 02 minutes 15 seconds East, a distance of 250 feet; thence North 55 degrees 57 minutes 45 seconds West, a distance of 330 feet; thence South 34 degrees 02 minutes 15 seconds West, a distance of 250 feet to the point of beginning.

TOGETHER WITH all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining,

CHICAGO TITLE INSURANCE COMPANY
INDIANA DIVISION



ROBERT J. ...

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STATE OF INDIANA
LAKE COUNTY
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including all rights and privileges of ingress and egress for the benefit thereof, and the reversion or reversions, remainder and remainders thereof; and also all the estate, right, title, interest, property, claim and demand whatsoever of the Mortgagor, of, in and to the same and of, in and to every part and parcel thereof.

TOGETHER WITH all right, title and interest of the Mortgagor, if any, in and to the underlying land.

TOGETHER WITH all the rents, issues and profits thereof under present or future leases, or otherwise, which are hereby specifically assigned, transferred and set over to the Mortgagee.

TOGETHER WITH any and all awards or payments, including interest thereon, and the right to receive the same, which may be made with respect to the premises as a result of (a) the exercise of the right of eminent domain; (b) the alteration of the grade of any street; or (c) any other injury to, taking of, or decrease in the value of, the premises to the extent of all amounts which may be secured by this Mortgage at the date of receipt of any such award or payment by Mortgagee, and of the reasonable counsel fees, costs and disbursements incurred by Mortgagee in connection with the collection of such award or payment, and the rights of Mortgagor under present or future contracts involving said property.

TO HAVE AND TO HOLD all of the foregoing with the appurtenan-

ces thereunto belonging, all of which are collectively referred to herein as the "Premises," unto the Mortgagee, its successors and assigns forever.

ARTICLE I

The Obligation

1.1 This Mortgage and all rights, title, interests, liens, security interests, powers and privileges created hereby or arising by virtue hereof are given FOR THE PURPOSES OF SECURING:

(a) Performance of the obligations, covenants and agreements contained in certain promissory notes of even date herewith from Mortgagor to Mortgagee in the principal amounts of One Million Three Hundred Fifty Thousand and no/100 Dollars (\$1,350,000.00) and Three Hundred Thousand and no/100 Dollars (\$300,000.00) respectively, (hereinafter "Notes"), which are incorporated herein by reference, and any and all modifications, extensions or renewals thereof;

(b) Payment of all other sums (including, without limitation, any advances made by Mortgagee for or on account of Mortgagor) becoming due or payable under this Mortgage, or any other instrument given as security for the Notes, together with interest thereon at the maximum rate permitted by applicable law;

(c) Payment of such additional sums and interest thereon which may hereafter be loaned to Mortgagor, or its successors or

assigns, by Mortgagee, when evidenced by a promissory note or notes reciting that they are secured by this Mortgage; and

(d) Performance of the obligations, covenants and agreements of Mortgagor contained in this Mortgage, in the Promissory Notes, the Credit Agreement, the Security Agreement, the Assignment of Leasehold Interest, the Financing Statements or in any other instrument heretofore or hereafter executed by Mortgagor having reference to or arising out of the indebtedness represented by the Notes, or given as security for the Notes.



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ARTICLE II

Representations, Covenants, Warranties
And Agreements of Mortgagor

TO PROTECT AND MAINTAIN THE SECURITY OF THIS MORTGAGE, the Mortgagor represents, covenants, warrants and agrees to and with the Mortgagee as follows:

2.1 That the Mortgagor has good title to the Premises, and is lawfully seized and possessed of the Premises, and has the right to convey the same; that the Premises are unencumbered except as may be herein expressly provided and that Mortgagor will forever warrant and defend the title to the Premises unto Mortgagee against the claims of all persons whomsoever.

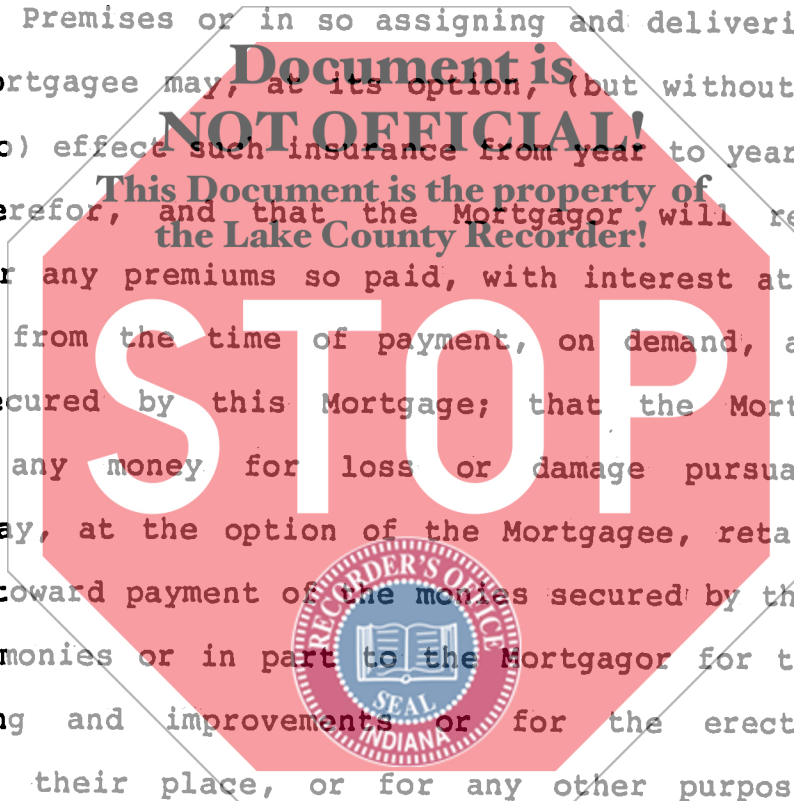
2.2 Mortgagor will pay when due all money secured hereby, with interest in lawful money of the United States, and in the

amount and at the time and place and in the manner specified in the instrument evidencing the obligation to pay such monies, according to the terms thereof.

2.3 That the Mortgagor will pay, when due and payable, all premiums on insurance policies required to be carried under the terms of this Mortgage as well as all taxes, assessments (general or special) and other charges levied on, or assessed, placed or made against the Premises, this instrument or the Notes or any interest of the Mortgagee in the Premises or the obligations secured hereby, and promptly deliver to Mortgagee receipts showing payment in full of the same.

2.4 (a) That the Mortgagor will keep the Premises insured on a full replacement cost basis for the benefit of the Mortgagee against all risks, including but not limited to loss or damage by fire, lightning, windstorm, hail, explosion, riot, riot attending a strike, civil commotion, aircraft, flood, earthquake, vehicles and smoke and (as, when and to the extent insurance against war risks is obtainable from the United States of America or any agency thereof) against war risks, rental or business interruption coverage, and full contents coverage as required by Mortgagee, all in amounts approved by the Mortgagee, and when and to the extent required by the Mortgagee, against any other risk; that all insurance herein provided for shall be in form and content and be issued by carriers approved by the Mortgagee; that Mortgagor will

assign and deliver to the Mortgagee all policies of insurance which insure against any loss or damage to the Premises, as collateral and further security for the payment of the money secured by this Mortgage, with loss payable to the Mortgagee pursuant to the Standard (or other Mortgagee clause satisfactory to the Mortgagee) without contribution; that if the Mortgagor defaults in so insuring the Premises or in so assigning and delivering the policies, the Mortgagee may, at its option, (but without any obligation so to do) effect such insurance from year to year and pay the premiums therefor, and that the Mortgagor will reimburse the Mortgagee for any premiums so paid, with interest at the highest lawful rate from the time of payment, on demand, and the same shall be secured by this Mortgage; that the Mortgagee, upon receipt of any money for loss or damage pursuant to such insurance, may, at the option of the Mortgagee, retain and apply such monies toward payment of the monies secured by this Mortgage, or pay such monies or in part to the Mortgagor for the repair of said building and improvements or for the erection of new buildings in their place, or for any other purpose or object satisfactory to the Mortgagee, but the Mortgagee shall not be obligated to see to the proper application of any amount paid over to the Mortgagor; (b) that not less than ten (10) days prior to the expiration dates of each policy required of the Mortgagor pursuant to this paragraph, the Mortgagor will deliver to the



Mortgagee a paid renewal policy and (c) that in the event of a foreclosure of this Mortgage the purchaser of the Premises shall succeed to all the rights of the Mortgagor, including any right to unearned premiums, in and to all policies of insurance assigned and delivered to the Mortgagee pursuant to the provisions of this paragraph.

2.5 That if Mortgagor shall, with the duly issued prior written consent of Mortgagee, grant any lien or mortgage on the Premises junior to this mortgage, such junior lien or mortgage shall be subject to, in addition to all leases, all such renewals and extensions, modifications, releases, increases, increases in interest rate, future advances, changes or exchanges, without the joinder or consent of such junior lienholder or mortgage holder, and without any obligation on Mortgagor's part to give notice of any kind thereto. Notwithstanding the foregoing, Mortgagor will not suffer or permit any act or omission whereby any of the Premises shall become subject to any attachment, judgment, lien, charge, or other encumbrance or whereby any of the security represented by this Mortgage shall be impaired or threatened.

2.6 That no building or other property now or hereafter covered by the lien of this Mortgage shall be removed, demolished or materially altered or enlarged, nor shall any new building be constructed, without the prior written consent of the Mortgagee, except that the Mortgagor shall have the right, without such con-

sent, to remove and dispose of, free from the lien of this Mortgage, such equipment as from time to time may become worn out or obsolete, provided that simultaneously with or prior to such removal any such equipment shall be replaced with other equipment of a value at least equal to that of the replaced equipment and free from any title retention or other security agreement or other encumbrance and from any reservation of title, and by such removal and replacement the Mortgagor shall be deemed to have subjected such new equipment to the lien of this Mortgage.

2.7 That the Mortgagor will maintain the Premises in good condition and repair, will not commit or suffer any waste of the Premises; that the Mortgagor will promptly repair, restore, replace or rebuild any part of the Premises now or hereafter subject to the lien of this Mortgage which may be damaged or destroyed by any casualty whatsoever or which may be affected by any eminent domain or similar proceeding; that the Mortgagor will complete and pay for, within a reasonable time, any structure at any time in the process of construction on the Premises; and that the Mortgagor will not initiate, join in or consent to any change in any private restrictive covenant, zoning ordinance, or other public or private restrictions, limiting or defining the uses which may be made of the Premises or any part thereof.

2.8 That the Mortgagor shall execute and deliver (and pay the costs of preparation and recording thereof) to Mortgagee and to

any subsequent holder from time to time, upon demand, any further instrument or instruments, including, but not limited to, mortgages, security agreements, financing statements, assignments, and renewal and substitution notes, so as to reaffirm, to correct and to perfect the evidence of the obligation hereby secured and the legal security title of Mortgagee to all or any part of the Premises intended to be hereby mortgaged, whether now mortgaged, later substituted for, or acquired subsequent to the date of this Mortgage and extensions or modifications thereof.

2.9 That the Mortgagor shall not permit any mechanic's, laborer's or materialmen's liens to stand against the Premises. If any such lien shall at any time be recorded against the Premises, then Mortgagor shall (i) give written notice thereof promptly to Mortgagee and (ii) cause the same to be discharged of record within thirty (30) days after the date of recording of the same, either by payment, deposit or bond. If Mortgagor fails to discharge any such lien within such period, then Mortgagee, in addition to any other right or remedy hereunder, shall have the option (but not the obligation) to procure the discharge of such lien either by depositing the amount claimed to be due in court, or by bonding. Any amount paid or deposited by Mortgagee to discharge such lien, and all costs and other expenses, including all reasonable attorneys' fees, incurred in defending any action to foreclose such lien, shall be deemed a part of the indebtedness

secured hereby and shall be due and payable, without demand, immediately.

2.10 That the Mortgagor represents and warrants to date that it has fully complied with all laws, ordinances, rulings, regulations, and orders of all governmental authorities affecting the Premises (including but not limited to zoning, land use, environmental, etc.) and has obtained all necessary and proper permits and licenses for development of the Premises. Mortgagor further covenants and agrees that it will comply with or cause to be complied with all present and future laws, statutes, ordinances, rulings, regulations, orders, and requirements of all federal, state, municipal, county, and other governmental agencies and authorities relating to the Premises, as well as all covenants, conditions, and restrictions affecting same.

Leases, Rents and Profits and Assignment Thereof

3.1 Mortgagor has assigned, coincident herewith, its leasehold interest in the underlying real estate dated October 25, 1991, ("Lease"). Mortgagor shall perform promptly each and every covenant and agreement of such Lease that is to be kept or performed by the lessee, and neither do nor neglect to do, nor permit to be done, anything which may cause the termination of such Lease or which may diminish or impair the value, or the interest

of the Mortgagor or Mortgagee therein.

3.2 Mortgagor will not (i) execute any further assignment of any of its right, title or interest in the Lease (except to Mortgagee); or (ii) terminate or consent to the cancellation or surrender of the Lease without the prior written consent of Mortgagee; or (iii) modify the Lease without the prior written consent of Mortgagee.

3.3 Any violation on Mortgagor's part of any covenant or agreement in such Lease or in the assignment of said Lease that is to be kept or performed by lessee or any violation on assignor's part of any agreement by assignor set out in any such assignment of such Lease shall constitute a breach of this Mortgage and thereupon Mortgagee may, at its option, without notice, declare the entire indebtedness secured hereby immediately due and payable and exercise its other rights and remedies set out in Article IV herein.



Defaults and Remedies

4.1 Time is of the essence hereof, and if default be made in making any payment according to the tenor and effect of the Notes secured hereby, or any part thereof, or of a breach in any of the covenants and agreements herein contained, or contained in the Credit Agreement, Security Agreement, or Assignment of Leasehold

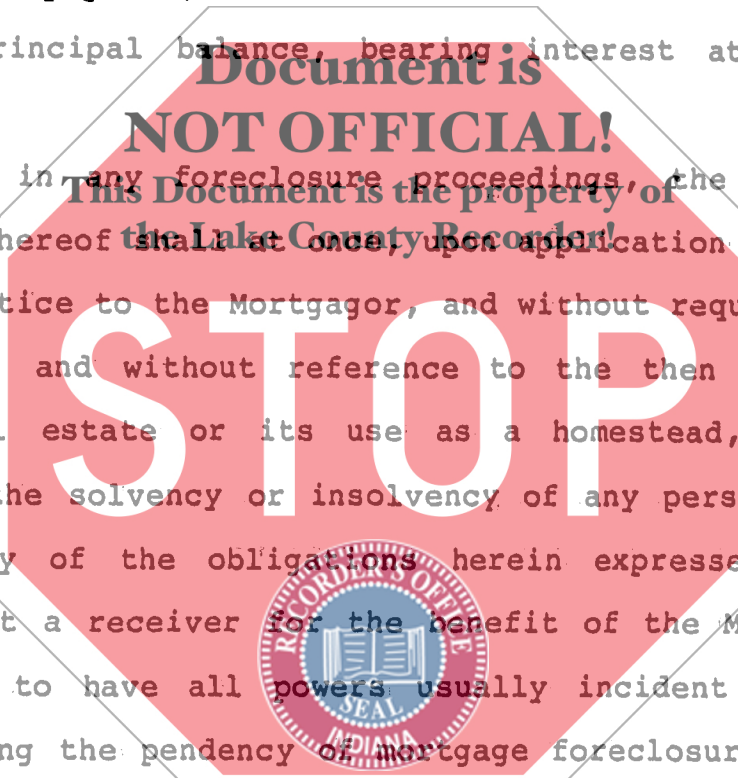
Interest, or if proceedings be instituted to enforce any other lien upon said Premises or upon the filing of a proceeding in bankruptcy by or against the Mortgagor; or if Mortgagor shall be declared insolvent or shall make an assignment for the benefit of creditors; or if the Mortgagor shall abandon any of said property, then and in any of such events, the whole of the indebtedness secured hereby and the interest thereon shall, at the option of the Mortgagee, become due and payable and this Mortgage be foreclosed.

4.2 The Mortgagee shall have the right from time to time to enforce any legal or equitable remedy against the Mortgagor and to sue for any sums whether interest, damages for failure to pay principal or any installment thereof, taxes, installments of principal, or any other sums required to be paid under the terms of this Mortgage, as the same become due, without regard to whether or not the principal sum secured or any other sums secured by the Notes and Mortgage shall be due and without prejudice to the right of the Mortgagee thereafter to enforce any appropriate remedy against the Mortgagor including an action of foreclosure, or any other action, for a default or defaults by the Mortgagor existing at the time such earlier action was commenced.

4.3 In the event of the noncompliance of any duty or duties required of the Mortgagor under the terms of this Mortgage or the occurrence of any event which, in the judgment of the Mortgagee,

impairs the value of the Premises herein taken as security for the indebtedness, the Mortgagee reserves the right, at its own election, to advance sufficient funds to accomplish said performance or maintain such security. Said sums, shall on notice from Mortgagee, become immediately due and repayable to Mortgagee. In default of said payment, the amount advanced will be added to the outstanding principal balance, bearing interest at the highest lawful rate.

4.4 That in any foreclosure proceedings, the Court having jurisdiction thereof shall at once, upon application of Mortgagee, and without notice to the Mortgagor, and without requiring bond of the Mortgagee, and without reference to the then value of the mortgaged real estate or its use as a homestead, and without reference to the solvency or insolvency of any person or persons liable for any of the obligations herein expressed or secured hereby, appoint a receiver for the benefit of the Mortgagee, the said receiver to have all powers usually incident to receivers appointed during the pendency of mortgage foreclosures and during the period for redemption from judicial sale, it being expressly understood and agreed that the above provision for the appointment of a receiver is an express condition upon which the loan hereby secured was made; and Mortgagor agrees that in the event of foreclosure it will pay, as part of the mortgage debt, a reasonable fee for Mortgagee's attorney and also expenses of title



search and abstracting necessary for such foreclosure.

4.5 In case of any sale under this Mortgage, by virtue of judicial proceedings or otherwise, the Premises may be sold in one parcel and as an entirety or in such parcels, manner or order as the Mortgagee in its sole discretion may elect.

4.6 That if the Mortgagor sells, conveys, assigns or in any way transfers or alienates the Mortgaged Premises or any part thereof to another while this Mortgage is in force without the prior consent of the Mortgagee, then, and in that event, the entire sum of principal and interest of the debt secured by this Mortgage shall, at the option of the Mortgagee, become immediately due and payable, and the Mortgage may be foreclosed at once.

4.7 That all rights and remedies hereby secured to Mortgagee are cumulative and not in any way in derogation of the rights of Mortgagee under the law; that the covenants, agreements and promises of the Mortgagor shall run with the land as a condition upon which the loan hereby secured was made, are of the essence of this instrument, and any breach thereof shall be deemed a material breach going to the substance hereof, and Mortgagor expressly waives any right to relief at law or in equity from any forfeiture herein provided.

4.8 Mortgagor hereby waives, to the extent permitted by applicable law, all benefits of any valuation or appraisal laws or any rights of redemption under any order or decree of foreclo-

sure.

ARTICLE V

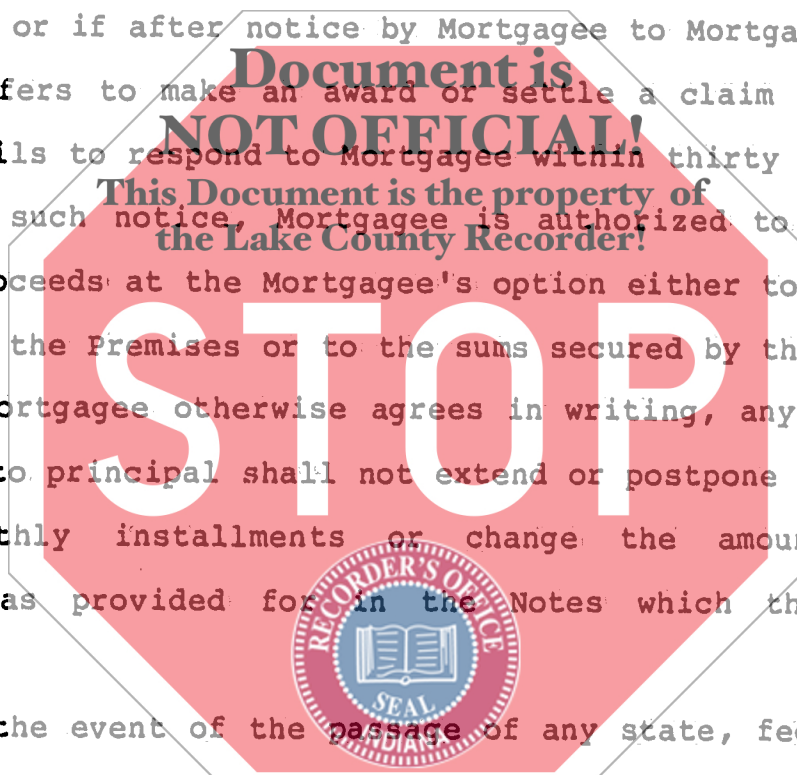
Miscellaneous

5.1 Any insurance proceeds which Mortgagor is otherwise entitled to receive in connection with any damage to the Premises or part hereof are hereby assigned and shall be paid to Mortgagee for the reduction of the indebtedness secured hereby; provided, that if Mortgagor is not in default under this Mortgage, then such proceeds, if Mortgagor so elects, shall be used for rebuilding and restoration as necessary to preserve the continued lease obligations of any tenant or lessee affected by such damage, provided, such lease obligations do, in fact, continue without change adverse to lessor. Unless the Mortgagee otherwise agrees in writing, any application of insurance proceeds to principal shall not extend or postpone the due date of the monthly installments or change the amount of such installments as provided for in the Notes which this Mortgage secures.

5.2 The proceeds of any award or claim for damages, direct or consequential, which Mortgagor is otherwise entitled to receive, in connection with any condemnation of or injury to the Premises, or part thereof, or for conveyances in lieu of condemnation, are hereby assigned and shall be paid to Mortgagee for the reduction of the indebtedness secured hereby, provided, that if Mortgagor is

not in default under this Mortgage, then such proceeds, if Mortgagor so elects, shall be used for rebuilding as necessary to preserve the continued lease obligations of any tenant or lessee affected by such condemnation or conveyance in lieu of condemnation, provided such lease obligations do, in fact, continue without change adverse to lessor. That if the Premises abandoned by Mortgagor or if after notice by Mortgagee to Mortgagor that the condemnor offers to make an award or settle a claim for damages, Mortgagor fails to respond to Mortgagee within thirty (30) days of the date of such notice, Mortgagee is authorized to collect and apply the proceeds at the Mortgagee's option either to restoration or repair of the Premises or to the sums secured by this Mortgage. Unless the Mortgagee otherwise agrees in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly installments or change the amount of such installment as provided for in the Notes which this Mortgage secures.

5.3 In the event of the passage of any state, federal, municipal or other governmental law, order, rule or regulation subsequent to the date hereof, in any manner changing or modifying the laws now in force governing the taxation of mortgages or debts secured by mortgages or the manner of collecting taxes so as to affect adversely the Mortgagee, the entire balance of the principal sum secured by the Mortgage and all interest accrued thereon



shall without notice become due and payable forthwith at the option of the Mortgagee. Notwithstanding the foregoing language of this paragraph, if Mortgagor is permitted by law to pay the same, and provided such payment will not make this loan usurious, then and so long as Mortgagor does, in fact, pay and continue to pay same to Mortgagee's satisfaction, Mortgagee agrees not to exercise its option under this Section 5.3 to accelerate the indebtedness secured by this Mortgage.

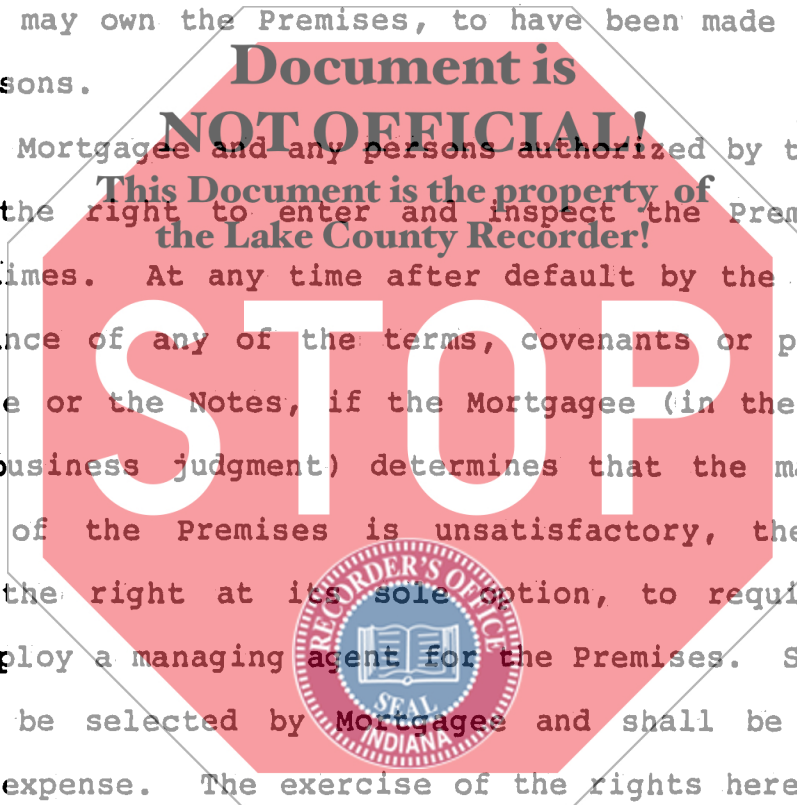
5.4 Neither the provisions of this Mortgage nor the Notes secured hereby shall have the effect of, or be construed as requiring or permitting the Mortgagor to pay interest in excess of the highest rate per annum allowed by the laws of the State of Indiana on any item or items of indebtedness referred to in this Mortgage. If under any circumstances the Mortgagee shall ever receive as interest an amount which would exceed the highest lawful rate, such amount which would be excessive interest shall be applied to the reduction of the unpaid principal balance due hereunder and not to the payments of interest. This provision shall control every other provision of all agreements between the Mortgagor and the Mortgagee.

5.5 Any payment made in accordance with the terms of this Mortgage by any person at any time liable for the payment of the whole or any part of the sums now or hereafter secured by this Mortgage, or by any subsequent owner of the Premises, or by any

other person whose interest in the Premises might be prejudiced in the event of a failure to make such payment, or by any stockholder, officer or director of a corporation which at any time may be liable for such payment or may own or have such an interest in the Premises, shall be deemed, as between the Mortgagee and all persons who, at any time, may be liable as aforesaid or may own the Premises, to have been made on behalf of all such persons.

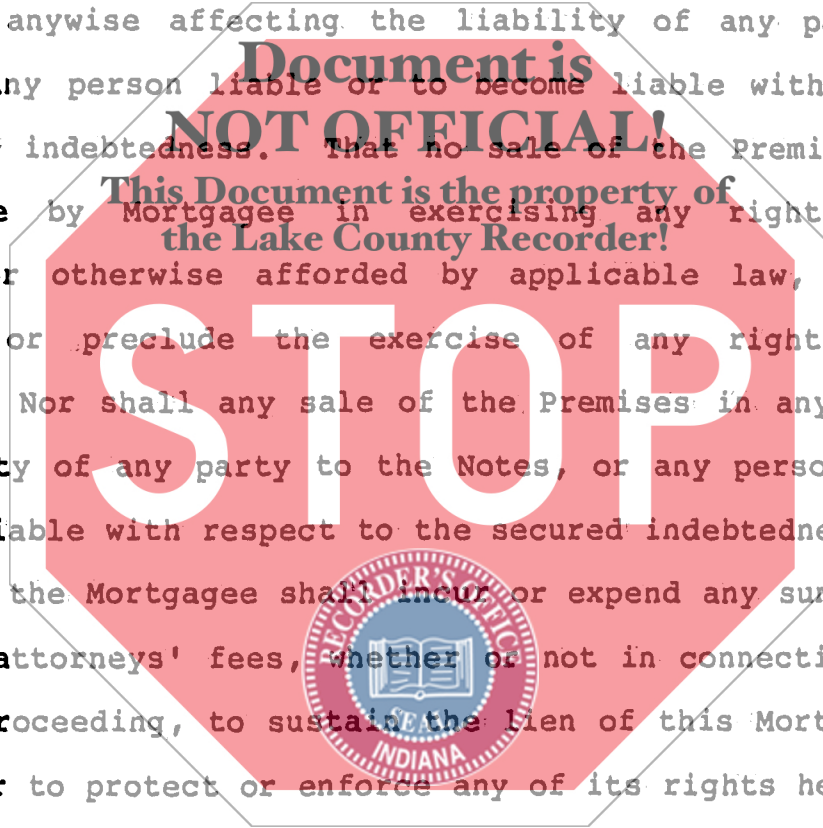
5.6 The Mortgagee and any persons authorized by the Mortgagee shall have the right to enter and inspect the Premises at all reasonable times. At any time after default by the Mortgagor in the performance of any of the terms, covenants or provisions of this Mortgage or the Notes, if the Mortgagee (in the exercise of reasonable business judgment) determines that the management or maintenance of the Premises is unsatisfactory, then Mortgagee shall have the right at its sole option, to require that the Mortgagor employ a managing agent for the Premises. Such managing agent shall be selected by Mortgagee and shall be employed at Mortgagor's expense. The exercise of the rights herein conferred upon the Mortgagee shall not be deemed an election of remedies or exclusive of any other right or remedy available to the Mortgagee on account of such default, but rather shall be in addition to all such other rights and remedies.

5.7 Mortgagor consents to any and all renewals and extensions



in the time of payment of the secured indebtedness, and agrees further that at any time and from time to time without notice, the terms of payment provided for in the note may be modified or the security described in this Mortgage, released (in whole or in part) or increased, changed or exchanged by agreement between the Mortgagee and any owner of the Premises affected by this Mortgage without in anywise affecting the liability of any party to the Notes, or any person liable or to become liable with respect to the secured indebtedness. That no sale of the Premises, or any forbearance by Mortgagee in exercising any right or remedy hereunder or otherwise afforded by applicable law, shall be a waiver of or preclude the exercise of any right or remedy hereunder. Nor shall any sale of the Premises in anywise affect the liability of any party to the Notes, or any person liable or to become liable with respect to the secured indebtedness.

5.8 If the Mortgagee shall incur or expend any sums including reasonable attorneys' fees, whether or not in connection with any action or proceeding, to sustain the lien of this Mortgage or its priority, or to protect or enforce any of its rights hereunder, or to recover any indebtedness hereby secured, or for any title examination or title insurance policy relating to the title to the Premises, all such sums shall on notice and demand be paid by the Mortgagor, together with the interest thereon at the highest lawful rate and shall be a lien on the Premises, prior to any



right or title to, interest in, or claim upon, the Premises subordinate to the lien of this Mortgage, and shall be deemed to be secured by this Mortgage and evidenced by the Notes; and that in any action or proceeding to foreclose this Mortgage, or to recover to collect the debt secured thereby, the provisions of law respecting the recovery costs, disbursements and allowances shall prevail unaffected by this covenant. Said sum shall, on notice to Mortgagor, become immediately due and payable to Mortgagee. In default of said payment, such fee shall be added to the outstanding principal balance bearing interest at the highest lawful rate.

5.9 If at any time applicable law shall require Internal Revenue Stamps to be affixed to the Notes secured hereby, Mortgagor shall pay for the same, together with any interest or penalties imposed in connection therewith.

5.10 Without the prior written consent of Mortgagee, Mortgagor shall not: (a) transfer or assign any duties or obligations required of it under the terms of this Mortgage, (b) sell, contract to sell, lease with option to purchase, convey, alienate, transfer or otherwise dispose of all or any portion of the Premises or any interest therein, whether voluntarily or involuntarily, by operation of law or otherwise, or (c) change the company or other entity responsible for management of the Premises.

5.11 Mortgagee's acceptance of the late payment of any sum

hereby secured shall not constitute a waiver of its right to require prompt payment when due of all other sums so secured, or to declare default as herein provided for any failure so to pay, or to proceed with foreclosure or sale for any other default then or thereafter existing. Mortgagee's acceptance of partial payment of any sum hereby secured after default shall not cure such Default or affect any notice of Default heretofore recorded unless such notice of default is expressly revoked in writing by Mortgagee.

5.12 If the lien of this Mortgage is invalid as to any part of the indebtedness secured hereby or as to any part of the Mortgaged Premises, the unsecured portion of the indebtedness shall be completely paid prior to the payment of the secured portion of the indebtedness, and in the event any provision of this Mortgage is deemed invalid for any reason, such invalidity shall not affect the other provisions of this Mortgage which shall be deemed severable and shall remain in full force and effect.

5.13 To the best of Mortgagor's knowledge, neither Mortgagor, nor any predecessor in interest to Mortgagor, nor the Mortgaged Premises is or has been the subject of any investigation or proceeding of or in any state or federal court or agency with respect to any surface or subsurface (including groundwater) contamination. Mortgagor has not been named as a "potentially responsible party" in any state or federal investigation or pro-

ceeding with respect to actual or alleged environmental contamination. Mortgagor will not permit the existence of any "toxic material," "hazardous waste" or "hazardous substances" on the mortgaged Premises except in compliance with any necessary properly issued permit or license.

5.14 If the Mortgagor consists of more than one party, such Mortgagors shall be jointly and severally liable under any and all obligations, covenants and agreements of the Mortgagor contained herein.

5.15 All of the grants, obligations, covenants, agreements, terms, provisions and conditions herein shall run with the land and shall apply to bind and inure to the benefit, the successors and assigns of Mortgagor, and the endorsers, transferees, successors and assigns of Mortgagee.

5.16 Wherever used in this Mortgage, unless the context clearly indicates a contrary intent, or unless otherwise specifically provided herein, the word "Mortgagor" shall mean "Mortgagor and/or any subsequent owner or owners of the Premises;" the word "Mortgagee" shall mean "Mortgagee or any subsequent holder or holders of this Mortgage;" the word "Notes" shall mean "notes of even date herewith secured by this Mortgage and any additional note or notes at any time secured by this Mortgage;" the word "person" shall mean "an individual, corporation, partnership or unincorporated association;" and pronouns of any gender shall

include the other genders, and either the singular or plural shall include the other.

5.17 This Mortgage has been executed and delivered in the State of Indiana and is to be construed and enforced according to and governed by the laws of the State of Indiana. Any provision of this Mortgage which provides, in substance, that any advance, expense or other payment by Mortgagee shall bear interest at the maximum rate permitted by applicable law shall be deemed to mean the maximum rate of interest under the law of the State of Indiana which may be agreed by contract between the parties to debt instruments.

5.18 That this Mortgage cannot be changed except by an agreement in writing, signed by the party against whom endorsement of the change is sought.

5.19 Mortgagee further reserves the right to assess Mortgagor a reasonable fee for services rendered in connection with the debt or property held as security for its repayment including but not limited to modification of any documents, collection efforts regarding mortgage payments, costs of exercising assignment of rent or lease, as well as recordkeeping costs resulting therefrom and attorneys' fees and court costs in connection with foreclosure proceedings under Mortgage. Said sum shall, on notice to Mortgagor, become immediately due and payable to Mortgagee. In default of said payment, such fee shall be added to the

outstanding principal balance bearing the same interest being charged said balance.

5.20 Mortgagor, upon request, made either personally or by mail, shall certify, by a writing duly acknowledged, to the Mortgagee, or to any proposed assignee of this Mortgage, the amount of principal and interest then owing on this Mortgage and whether any offsets or defenses exist against the mortgage debt within six (6) days in case the request is made personally, or within ten (10) days after the mailing of such request in case the request is made by mail.

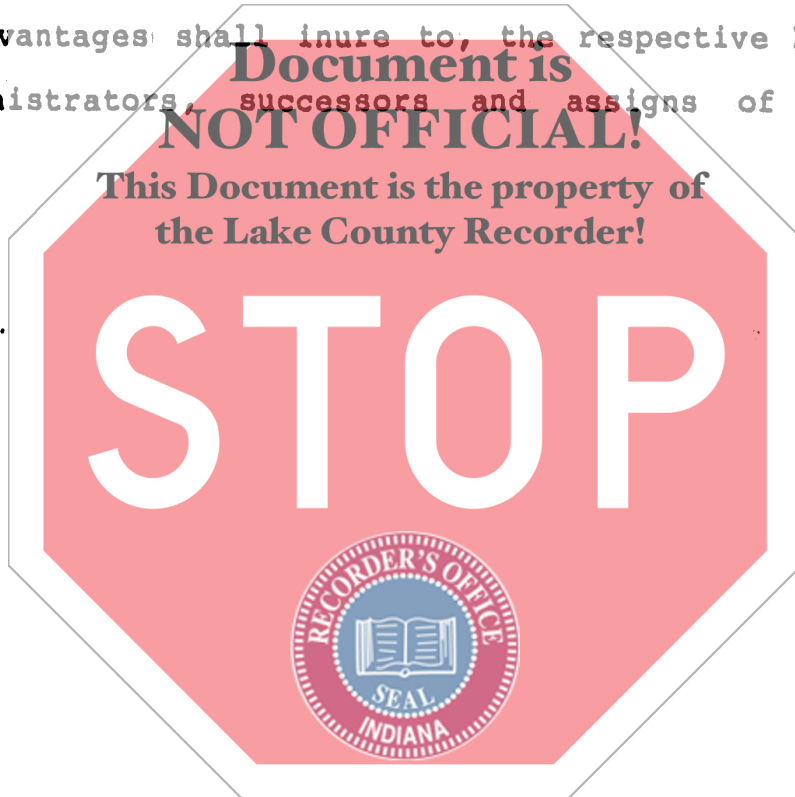
5.21 Any notice required or permitted under this Mortgage shall be deemed to have been given when such notice is given in the manner provided by applicable law or mailed by certified mail to Mortgagor at the street address of the Premises, or such other place as Mortgagor shall cause to be recorded on the records of Mortgagee.

5.22 The parties executing this instrument on behalf of Mortgagor represent that such corporation is duly formed and validly existing, and fully qualified to do business in the State of Indiana with full power and authority to consummate this loan, that the making of this loan and the execution and delivery of this Mortgage and said Notes have been duly authorized by Mortgagor's shareholders, and that the undersigned is the duly qualified and acting Vice President of Mortgagor and has full

authority to execute and deliver this Mortgage and said Notes.

5.23 The headings of the Articles, sections, paragraphs, and subdivisions of this Mortgage are for convenience of reference only, are not to be considered a part hereof, and shall not limit or otherwise affect any of the terms hereof.

5.24 The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto.



WITNESS the due execution hereof this 25th day of October, 1991.

GARY JET CENTER, INC.

By: Kenneth R. Edelbrock
Kenneth R. Edelbrock
Vice President

Document is
NOT OFFICIAL!

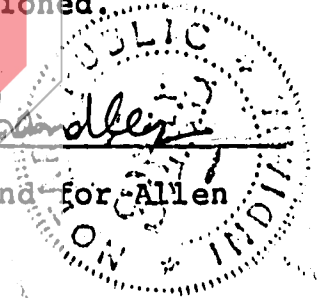
STATE OF INDIANA This Document is the property of
COUNTY OF ALLEN the Lake County Recorder!

Before me, Beth A. Chandler, a Notary Public in and for Allen County, Indiana, on this 25th day of October, 1991, personally appeared Kenneth R. Edelbrock, Vice President of Gary Jet Center, Inc., and acknowledged the same to be his free and voluntary act and deed and the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned.

My commission expires:
6-26-93



Beth A. Chandler
Notary Public in and for Allen
County, Indiana



This instrument was prepared by Mark A. Warsco, attorney at law, Warsco & Brogan, 927 South Harrison Street, P.O. Box 11587, Fort Wayne, Indiana 46859.