⁶ . 92 00821 7		
MERCANTILE NATIONAL BANK OF INDIANA AS TRUSTEE UNDER TRUST NO. 4979 2001 NORTH CLINE AVENUE GRIFFITH, IN 46319	FIRST NATIONAL BANK OF EAST-CHICAGO, IN 9175 CALUMET AVENUE MUNSTER, IN 46321	
MORTGAGOR "I" includes each mortgagor above.	MORTGAGEE "You" means the mortgagee; its successors and assigns	
REAL ESTATE MORTGAGE: For value received, I, MERCANTILE: N TRUST NO. 4979 , mortgage, grant and scribed below and all rights, easements, appurtenances; rents, leases anytime in the future be part of the property (all called the "property"	convey to you on JANUARY 20, 1992	
PROPERTY ADDRESS:MUNSTER	(Street) 46	5321
LEGAL DESCRIPTION:	, Indiana	(Zip Code)
Docum PLAT BOOK 58, PAGE 50, IN LAKE COUNTY, IN NOT OF This Document is the Lake Counties Income the Lake County of the Lak	nent is FICIAL! the property of ty Recorder! brances of record, municipal and zoning ord	TED 1 51 FIL 92
this mortgage secures repayment of the secured distribution this mortgage and in any other document incorporated herein, any time owe you under this mortgage, the instrument or agreem of such instrument or agreement, and, if applicable, the future. The secured debt is evidenced by (describe the instrument or a	greement secured by this mortgage and the o	date thereof):
SECURED BUSINESS NOTE DATED THE 20TH D	AY OR JANUARY, 1992	
The above obligation is due and payable on	RY 20, 2002	if not paid ear
The above obligation is due and payable on The total unpaid balance secured by this mortgage at any one HUNDRED AND: TWENTY-FIVE THOUSAND AND NO and all other amounts, plus interest, advanced under the trible any of the covenants and agreements contained in this mortga	me shall not exceed a maximum principal at 100	mount of EIGHT
Future Advances: The above debt is secured even though all and will be made in accordance with the terms of the note of	or part of it may not yet be advanced. Future	advances are contempla
Variable Rate: The interest rate on the obligation secured by A copy of the loan agreement containing the terms of made a part hereof:	this mortgage may vary according to the ter	ms of that obligation.
IGNATURES: By signing below, I agree to the terms and covenants covidencing the secured debt and in any riders described above and si	ntained on the front and back sides of this magned by me. I acknowledge receipt of a copy MERCANTILE NATIONAL AS TRUSTEE UNDER TRU	of this mortgage. BANK OF INDIANA
	BY: SEE SIGNATURE P	PAGE ATTACHED
CKNOWLEDGMENT: STATE OF INDIANA,		County ss:
On this, personally appea	red	
On this day of, personally appea	red	

This instrument was prepared by:

DAVID J. DOLAK, SENIOR VICE PRESIDENT

_ County, Indiana

(Type or Print Name)

Resident of ____

COVENANTS

- 1. Payments. I agree to make all payments on the secured debt when due. Unless we agree otherwise, any payments you receive from me or for my benefit will be applied first to any amounts I owe you on the secured debt exclusive of interest or principal, second, to interest and then to principal. If partial prepayment of the secured debt occurs for any reason, it will not reduce or excuse any subsequently scheduled payment until the secured debt is paid in full.
- 2. Claims against Title. I will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, and other charges relating to the property when due. You may require me to provide to you copies of all notices that such amounts are due and the receipts evidencing my payments. I will defend title to the property against any claims that would impair the lien of this mortgage. You may require me to assign any rights, claims or defenses which I may have against parties who supply labor or materials to improve or maintain the property.
- 3. Insurance. I will keep the property insured under terms acceptable to you at my expense and for your benefit. This insurance will include a standard mortgage clause in your favor. You will be named as loss payee or as the insured on any such insurance policy. Any insurance proceeds may be applied, within your discretion, to either the restoration or repair of the damaged property or to the secured debt. If you require mortgage insurance, I agree to maintain such insurance for as long as you require.
- 4. Property. I will keep the property in good condition and make all repairs reasonably necessary. I will give you prompt notice of any loss or damage to the property.
- 5. Expenses. Lagree to pay all your expenses, including reasonable attorneys' fees, if I breach any covenants in this mortgage or in any obligation secured by this mortgage. I will pay these amounts to you as provided in Covenant 10 of this mortgage.
- 6. Default and Acceleration. If lifell to make any payment when due or breach any covenants under this mortgage, any prior mortgage or any obligation secured by this mortgage; you may, at your option, accelerate the maturity of the secured debt and demand immediate payment and exercise any other remedy available to you. You may foreclose this mortgage in the manner provided by law.
- 7. Assignment of Rents and Profits. I assign to you the rents and profits of the property. Unless we have agreed otherwise in writing, I may collect and retain the rents as long as I am not in default. If I default, you may, as provided by law, have the court appoint a receiver and the receiver may take possession and manage the property and collect the rents, income and profits. Any rents you collect shall be applied first to the costs of managing the property, including all taxes, assessments, insurance premiums, repairs, court costs and attorneys' fees, commissions to rental agents, and any other necessary related expenses. The remaining amount of rents will then apply to payments on the secured debt as provided in Covenant 1.
- 8. Prior Security Interests. I will make payments when due and perform all other covenants under any mortgage, deed of trust, or other security agreement that has priority over this mortgage. I will not make or permit any modification or extension of any mortgage, deed of trust or other security interest that has priority over this mortgage or any note or agreement secured thereby without your written consent. I will promptly deliver to you any notices I receive from any person whose rights in the property have priority over your rights.
- 9. Leaseholds; Condominiums; Planned Unit Developments. Lagree to comply with the provisions of any lease if this mortgage is on a leasehold. If this mortgage is on a unit in a condominium of a planned unit development, Lwill perform all of my duties under the covenants, by-laws, or regulations of the condominium or planned unit development.
- 10. Authority of Mortgagee to Perform for Mortgago. If I ail to perform any of my duties under this mortgage, or any other mortgage; deeds of trust, lien or other security interest that has priority over this mortgage, you may perform the duties or cause them to be performed. You may sign my name or pay any amount if necessary for performance. If any construction on the property is discontinued or not carried on in a reasonable manner, you may do whatever is necessary to protect your society interest in the property. This may include completing the construction.

Your failure to perform will not preclude you from exercising cover your other eights on der the law or this mortgage.

Any amounts paid by you to protect your security interest will be secured by this mortgage. Such amounts will be due on demand and will bear interest from the date of the payment until paid in full at the interest rate in effect from time to time on the secured debt.

- 11. Inspection. You may enter the property to inspect if you give me notice beforehand. The notice must state the reasonable cause for your inspection.
- 12. Condemnation. I assign to you the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the property. Such proceeds will be applied as provided in Covenant 1. This assignment is subject to the terms of any prior security agreement.
- 13. Waiver By exercising any remedy available to you, you do not give up your rights to later use any other remedy. By not exercising any remedy, if I default, you do not waive your right to later consider the event a default if it happens again. I waive all rights of valuation and appraisement.
- 14. Joint and Several Liability: Co-signers; Successors and Asserts Bound, All duties under this mortgage are joint and several. If I sign this mortgage but do not sign the secured debt. I do so only to mortgage my interest in the property to secure payment of the secured debt and by doing so, I do not agree to be personally liable on the secured debt. Lalso agree that you and any party to this mortgage may extend, modify or make any other changes in the terms of this mortgage or the secured debt without my consent. Such a change will not release me from the terms of this mortgage.

The duties and benefits of this mortgage shall bind and benefit the successors and assigns of either or both of us.

15. Notice. Unless otherwise required by law, any notice to me shall he liven by delivering it or by mailing it by first class mail addressed to me at the Property Address or any other address that I tell you. I will give any notice to you by certified mail to your address on the front side of this mortgage, or to any other address which you have designated.

Any notice shall be deemed to have been given to either of us when given in the manner stated above.

- 16. Transfer of the Property or a Beneficial Interest in the Mortgagor. If all or any part of the property or any interest in it is sold or transferred without your prior written consent, you may demand immediate payment of the secured debt. You may also demand immediate payment if the mortgagor is not a natural person and a beneficial interest in the mortgagor is sold or transferred. However, you may not demand payment in the above situations if it is prohibited by federal law as of the date of this mortgage.
- 17. Release. When I have paid the secured debt in full and all underlying agreements have been terminated, you will, at my request, release this mortgage without charge to me. Except when prohibited by law, I agree to pay all costs to record the release.
- 18. Severability. Any provision or clause of this mortgage or any agreement evidencing the secured debt which conflicts with applicable law will not be effective unless that law expressly or impliedly permits variations by agreement. If any provision or clause of this mortgage or any agreement evidencing the secured debt cannot be enforced according to its terms, this fact will not affect the enforceability of the balance of the mortgage and the agreement evidencing the secured debt.

THIS INSTRUMENT is executed by the undersigned frustee, not personally, but solely as Trustee under the terms of that certain agreement dated the 10TH day of JUNE 19.87, creating Trust No. 4979 ; and it is expressly-understood and agreed by the parties hereto, anything herein to the contrary notwithstanding, that each and all of the coverants, undertakings, representations and agreements herein made are made and intend, not as personal covenants, undertakings, representations and agreements of the Trustee, individually, or for the purpose of binding it personally, but this instrument is executed and delivered by the MERCANTILE NATIONAL BANK OF INDIANA, AS TRUSTEE, solely in the exercise of the powers conferred upon it as such Trustee under said agreement and no personal liability or personal responsibility is assumed by, nor shall at any time be asserted or enforced against the MERCANTILE NATIONAL BANK OF INDIANA, on account hereof, or on account of any covenant, undertaking representation or agreement herein contained, either expressed or implied, all such personal liability, if any, being hereby expressly waived and released by the parties hereto or holder hereof, and by all persons claiming by or through or under said parties or holder hereof. IN WITNESS WHEREOF said MERCANTILE NATIONAL BANK OF INDIANA, has caused its name to be signed to these presents by a ASST. VP/TRUST OFFICER and its corporate seal to be personal affixed and attacked by its ASST. VP
This Document is the property of MERCANTILE NATIONAL BANK OF INDIANA, AS TRUSTEE AFORESAID the Lake North Astronomy DAVID L. FORBES, ASST. VP TRUST OFFICER ATTEST: DONALD HESTERMAN
STATE OF INDIANA)
DOUBLEW OF A DATE
COUNTY- OF LAKE MARY LITTRELL AND State
I, MARY DITTRELL AND AND Public in and for Said County in the State aforesaid, DO HEREBY CERTIFY, that DAVID I FORBES and DONALD
HESTERMAN Of the Mercantile National Bank of Indiana, a Mational Banking Association,
personally known to me to be the same persons whose names are subscribed to the foregoing instrument
as such ASST VP/TRUST OFFICER ANDIAN and ASST. VICE PRESIDENT
respectively, appeared before me this day in person and acknowledged that they signed and delivered the
said instrument as thier own free and voluntary acts, and as the free and voluntary act of said nationa
banking association, as Trustee, for the uses and purposes therein set forth; and the said ASST. VICE PRESIDENT did also then and there acknowledge that he, as custodian of the
corporate seal of said national banking association, did affix the said corporate seal of said national
banking association to said instrument as his own free and voluntary act, and as the free and voluntary
act of said national banking association, as Trustee, for the uses and purposes therein set forth.
DIVEN under my hand and Notarial Seal this <u>9TH</u> day of <u>JANUARY</u> , 19 91.
mo, Attall
MODAL THEODER TO NOTARY PUBLIC
MARY LITTRELL MOTARY POBLIC
RESIDENT OF LAKE COUNTY
The Control of the Co