

92010815

REAL ESTATE MORTGAGE

THIS INDENTURE WITNESSETH

that in consideration of the sum of Ten Dollars (\$10.00) and other sufficient consideration, receipt whereof is hereby acknowledged,

WEST STREET PLAZA LIMITED PARTNERSHIP,
an Indiana limited partnership,
having its principal place of business at
One Professional Center, Suite 312
Crown Point, Indiana 46307
("Mortgagor")

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MORTGAGES and WARRANTS to

INB NATIONAL BANK, NORTHWEST,
an Indiana banking corporation,
having its principal place of business at
437 South Street, Lafayette, Indiana 47901
("Mortgagee")

the real estate which is described on Exhibit A attached hereto, together with (i) the buildings, structures and other improvements now or hereafter situated on or used in connection therewith, (ii) all rights, privileges, interests, easements, tenements, hereditaments and appurtenances thereunto appertaining, (iii) all fixtures and appliances (including signs) now or hereafter attached thereto or used in connection therewith, and (iv) the rents, issues, income and profits thereof (all of which are referred to herein as the "Mortgaged Property"), and grants to the Mortgagee a security interest therein.

Reference is hereby made to that certain Loan Agreement made on February 2, 1992, between the Mortgagor and One Professional Center Partnership as Borrowers and the Mortgagee as Lender (the "Loan Agreement").

This Mortgage is made, and the security interest granted herein is granted, to secure the following:

the payment, promptly when due, of all of the the indebtedness (including interest and attorneys' fees and costs of collection) now or hereafter owing to the Mortgagee by the Mortgagor or One Professional Center Partnership under the Loan Agreement (whether or not evidenced by promissory notes made pursuant thereto), the last installment of which is due and payable on February 1, 2017, and

V.615. 1/17/16

AVB

LAWYERS TITLE INS. CORP.
ONE PROFESSIONAL CENTER
SUITE 215
CROWN POINT, IN 46307

10:24 04/13/16



FOR Airt SEE REC. # 92010816

Handwritten notes: 15.00, 2/24 OK

the payment, promptly when due, of all other indebtedness (including interest and attorneys' fees and costs of collection) now or hereafter owing by the Mortgagor to the Mortgagee, it being understood by all parties that the advancement of additional funds remains discretionary with the Mortgagee and is not obligatory,

the observance and performance of all other obligations to be observed and performed by the Mortgagor and One Professional Center Partnership under the Loan Agreement or under this Mortgage, and

all attorneys' fees and costs incurred in the collection or enforcement of the indebtedness and obligations secured hereby.

1. **Perfection of Security Interest in Fixtures:** The Mortgagor hereby authorizes the Mortgagee to execute and file (in such offices as may be necessary for the purpose) such financing statements as it may deem appropriate to perfect the security interest in fixtures granted herein, without Mortgagor's signatures thereon.

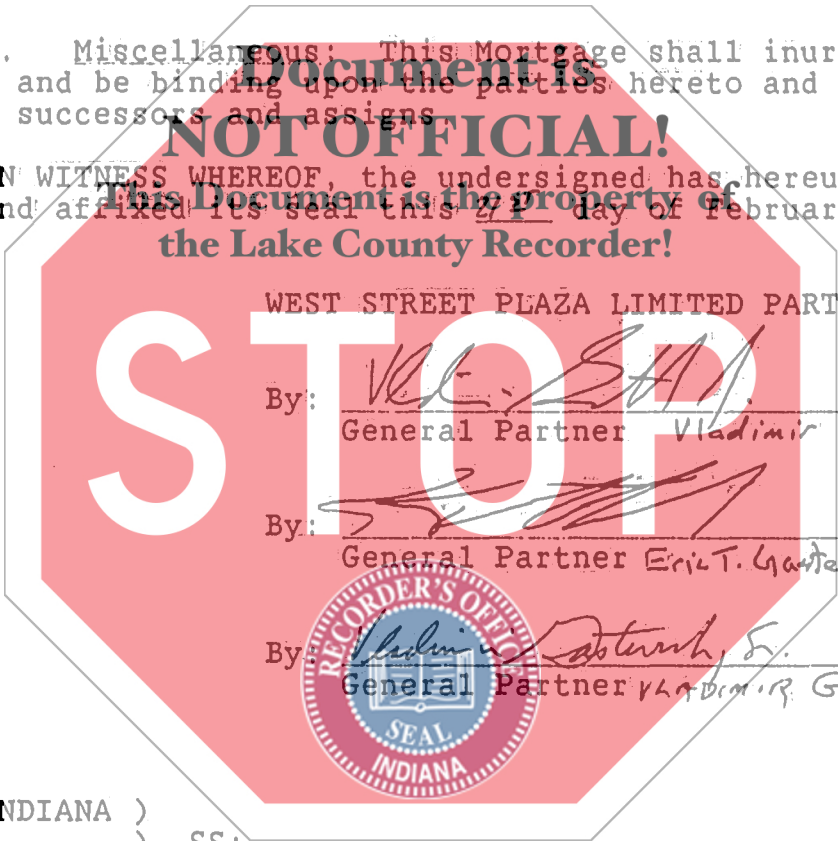
2. **Default:** In the event that any indebtedness secured hereby or any installment thereof is not paid promptly when due, or in the event that there should be an Event of Default under the Loan Agreement and the grace period with respect thereto has expired, the Mortgagee may (at its option) without notice or demand, declare the entire balance of said indebtedness to be immediately due and payable and may forthwith commence an action to foreclose this Mortgage in any court of competent jurisdiction. And it is further agreed that, in such foreclosure action, the Mortgagee shall be entitled as a matter of right to the appointment, ex parte and without notice, of a receiver to take possession of the Mortgaged Property, and to receive and collect the income, rents, issues and profits thereof, and to lease the same if the same is not then under lease, and all sums received and collected by said receiver shall be applied first to the payment of the costs and expenses of such receivership, next to the costs (including attorneys' fees) of said foreclosure action, next to the payment of unpaid real estate taxes and assessments, next to the payment of interest accrued in the indebtedness secured hereby, and finally to the payment of the unpaid principal balance of the indebtedness secured hereby. The foregoing remedies shall be in addition to all other remedies available to the Mortgagee at law or in equity.

3. Effect of Waiver or Release: The failure of the Mortgagee to exercise any right or remedy available to it hereunder shall not constitute a waiver of such right or remedy for any continuing or repeated default, and shall not bar the Mortgagee from the exercise of such right or remedy or any other right or remedy available to it hereunder.

4. Notices: Any notice to be given in connection herewith shall be deemed to have been properly given if said notice is to be delivered personally to or deposited in the United States Postal Service mail, postage prepaid, addressed to the party to whom it is given at the address stated above or to such other address as either party shall have notified the other.

5. Miscellaneous: This Mortgage shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the undersigned has hereunto set its hand and affixed its seal this 22 day of February, 1992.



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the Lake County Recorder!

WEST STREET PLAZA LIMITED PARTNERSHIP

By: [Signature]
General Partner Vladimir Gastevich, Jr.

By: [Signature]
General Partner Eric T. Gastevich

By: [Signature]
General Partner VLADIMIR GASTEVIK, JR.

STATE OF INDIANA)
)
COUNTY OF LAKE)

SS:

Before me, the undersigned Notary Public, personally appeared Vladimir Gastevich, Jr., Eric T. Gastevich and Vladimir Gastevich, Sr., known to me to be general partners of West Street Plaza Limited Partnership, who on behalf of said limited partnership acknowledged the execution of the foregoing Real Estate Mortgage and swore to the truth of the statements made therein.

Witness my hand and Notarial Seal this 21st day of
February, 1992.

SEAL:

Max J. Branigan
Signature of Notary Public
Max J. Branigan
Printed Name of Notary Public

My Commission Expires:

November 6, 1994

County of Residence:

LAPORTE

This Instrument Prepared by:

STUART & BRANIGAN

By: Doug Branigan

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the Lake County Recorder!

STOP



Exhibit A
Legal Description

The West 90 feet of Lot 54 (except the South 54 feet thereof), Original Town of Crown Point, as shown in Plat Book 1, page 46, in Lake County, Indiana.

The West Half of Lot 55, Original Town, now City of Crown Point, as shown in Plat book "B", page 121, in Lake County, Indiana.

