LAKE	COUNTY TRUST COMPANY, AS TRUSTEE UNDER THE	(FIXTURE FILING)	ಶ
OF A AS TR	TRUST AGREEMENT DATED THE 29th DAY OF AUGI UST NUMBER 3525 (mailing address: 975) Indiana	1 Parkway) ("Modesages") of Lake	X
	County, State of Indiana, MORTGAGE AND WARRANT to	JST, 1985, KNOWN JEARWAY MULIS ("Mortgagors") of Lake BANK ONE, MERRILLVILLE, National Association ("Bank"),	
	the following described real estate ("Mortgaged Premise Lot 9 in Midwest Central Industrial Park	c. Unit 1. in the Town of Munster, as per plate	į m
1	thereof, recorded in Plat Book 52 page 3	31, in the Office of the Recorder of Lake	S
I	a/k/a: 9751 Indiana Parkway, Munster, 1	Indiana 46321 S	H
	SEE EXHIBIT "A" attached hereto and incorporated	(FIXTURE FILING) E PROVISIONS JST, 1985, KNOWN L Parkway, Mung ("Morloagors") of Lake D BANK ONE, MERRILLVILLE, National Association ("Bank"), D S") in Lake County, Indiana C, Unit 1, in the Town of Munster, as per plats S1, in the Office of the Recorder of Lake Indiana 46321 herein by this reference.	INSURANCE
	and all rights, privileges, interest, easements, hereditamentaining thereto, and all fixtures, personal property, and bu	situated on or used in connection with the Mortgaged Premises nts and appurtenances thereunto belonging or in any wise per- ilding materials now or subsequently attached to or in any way ents, issues, income, uses and profits of the Mortgaged Premises.	m.
	Master: Note, in the principal sum of \$ 375,000.00	ovisions hereof and to further secure the repayment of a certain , dated <u>March 19, 1993</u> and executed by , including all extensions, modifications or renewals thereof.	
	Partnership Multiple advances will be made hereunder, and this Mort	gage shall secure all such future advances, the total of which	
	The Mortgagors jointly and severally covenant and a	agrae with the Bank that	
93018004			
		secured;hereby, on the dates and in the amounts; respectively, eys' fees, and without relief from valuation or appraisement laws;	
	2. Mortgagors will not permit any lies of mechanic	sor materialmen to attach to the Mortgaged Premises.	
ر ق	will pay when due all taxes and assessments levied or a	good repair and willing committee permit waste thereon, and seessed against the Mortgaged Premises or any part thereof:	
7		is the property of he Mortgaged Premises under plans and specifications adopted	
4	by them. Mortgagors agree to apply all Advances to then	n under this Mortgage upon the cost of such construction and event by	
62	December 19 , 19 93 ; and agree that their	default:under any agreement contained in this Mortgage shall	
9	terminate the obligation of Bank thereafter to make furth	ner Advances.	
	IN WITNESS WHE REOF, the Mortgagors have caus	sed this Mortgage to be executed this 19th day of	
	March 19. 93	LAKE COUNTY TRUST COMPANY, AS TRUSTEE UNDER	THE
		PROVISIONS OF A TRUST AGREEMENT DATED THE 29 DAY OF AUGUST, 1985, KNOWN AS TRUST NUMBER 3	
	FIGURE .	BY SEE SIGNATURE PAGE ACTACHED	
	STATE: OF INDIANA		
	COUNTY OF	DIANA TUIN	
	Before me, a Notary Public in and for said County a	nd State; this day of 19,	
	personally appeared:of the foregoing Mortgage.	and acknowledged the execution	
	I hereby certify that I am not an officer or director of Ba	ink.	
	Witness my hand and Notarial Seal.))
		Signature SEE SIGNATURE DEST ASSACHED	
		Printed Name	

93018003 REAL ESTATE MORTGAGE AND SECURITY AGREEMENT

My County of Residence: __

This instrument was prepared by: Randall A. Hall, An Officer of Bank One, Merrillville, NA

Return to: Bank One Merrillville, NA

My Commission Expires:_

Loan Processing 1000 E. 80th Place Merrillville, IN 46410

BORROWER AGREES THAT THE ADDITIONAL TERMS AND CONDITIONS ON THE REVERSE SIDE HEREOF SHALL CONSTITUTE A PART-OF THIS MORTGAGE AND ARE INCORPORATED HEREIN.

CONSTRUCTION MORTGAGE

ORIGINAL*(WHITE):

BORROWER'S COPY (CANARY)

FILE COPY (PINK)

5. Mortgagors will procure and maintain in effect at all times adequate insurance in reliable insurance companies acceptable to the Bank against loss or destruction of the Mortgaged Premises on account of fire, windstorm and such other hazards and in such amounts as the Bank may require from time to time, and all such policies of insurance shall contain proper clauses making all sums recoverable upon such policies payable to the Bank and to the Mortgagors as their respective interests may appear; all such policies of insurance and all abstracts of title or title insurance policies with respect to the Mortgaged Premises shall be delivered to and retained by the Bank until the indebtedness secured hereby is fully paid.

After said last-mentioned date, completion of any then unfinished portion(s) of said construction shall be deemed "necessary to protect and preserve the security intended to be given by this Mortgage", within the meaning of paragraph "5" above; and Bank is hereby granted such rights of entry, and other rights, as may be then necessary to complete such construction.

- 6. Bank may, at its option, advance and pay all sums necessary to protect and preserve the security intended to be given by this Mortgage; and all sums so advanced and paid by Bank shall become a part of the indebtedness secured hereby and shall bear interest from date of payment at the same rate or rates as the principal indebtedness evidenced by the Note(s); and such sums may include, but not by way of limitation, (i) insurance premiums, taxes and assessments; and liens which may be or become prior and serior to this Mortgage as a lien on the Mortgage Premises, or any part thereof; (ii) the cost of any abstracts of title, surveys, or other evidence which in the discretion of Bank may be required to establish and preserve the lien of this Mortgage; (iii) all costs, expenses and attorneys' fees incurred by Bank in respect of any and all legal or equitable actions which relate to this Mortgage or to the Mortgaged Premises, during the existence of the indebtedness secured by this Mortgage; and (iv) the cost of any repairs deemed necessary and advisable by Bank to be made to the Mortgaged Premises.
- 7. Bank shall be subrogated to the rights of the holder of each lien or claim paid with moneys secured hereby. If any default shall occur in the payment of any installment of indebtedness secured hereby, or in the performance of any covenant or agreement of Mortgagors hereunder, or if Mortgagors shall abandon the Mortgaged Premises, or shall be adjudged bankrupt; or if a trustee or receiver shall be appointed for Mortgagors or for a major part of the Mortgaged Premises; then and in any such event all indebtedness secured hereby shall, at the option of Bank, become immediately due and payable without notice to Mortgagors, and this Mortgage may be forestosed accordingly. The waiver by Bank of any default of Mortgagors shall not operate as a waiver of other defaults. Notice by Bank of its intention to exercise any right or option hereunder is hereby expressly waived by Mortgagors, and any one of more of Bank's rights or remedies hereunder may be enforced successively or concurrently. Any delay in enforcing any such right or remedy shall not prevent its later enforcement while Mortgagors shall be in default hereunder, in the event of the foreclosure of this Mortgage, all'abstracts of title and all title insurance policies for the Mortgaged Premises shall become the absolute property of Bank.
- 8. All rights and obligations of Mortgagors hereunder shall extend to and be binding upon the several heirs representatives, successors and assigns of Mortgagors, and shall inure to the benefit of Bank, its successors and assigns. In the event this Mortgage is executed by only one person or corporation, the word "Mortgagors" as used herein shall be construed to mean "Mortgagor", and the terms and provisions of this Mortgage construed accordingly.
- 9. The Bank, at its option, may extend the time for the payment of the Note(s), or reduce the payments thereon, or accept a renewal Note(s) therefor, without the consent of any junior lienholder, and without the consent of the Mortgagors if the Mortgagors have then parted with title to the Mortgaged Premises, and any such extension, reduction or renewal shall not affect the priority of this Mortgage of impair the security hereof in any manner whatsoever, or release, discharge or affect in any manner the personal is billity of the Mortgagors to the Bank.
- 10. This Mortgage shall be deemed a Security Agreement as defined in the Indiana Uniform Commercial Code for the fixtures, personal property, and building materials described in the "TOGETHER WITH" clause on page 1 of this Mortgage. Mortgager further agrees that Bank may file any financing or continuation statements necessary to perfect or maintain its security interest in such personal property or fixtures; signed solely by the Bank as the secured party.
- 11. This Mortgage secures an obligation incurred for the construction of an improvement on land, including the acquistion cost of the land if applicable.

This Mortgage is executed by LAKE COUNTY TRUST COMPANY, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said LAKE COUNTY TRUST COMPANY, hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in said principal note contained shall be construed as creating any liability on said LAKE COUNTY TRUST COMPANY personally to pay the said principal note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant, either express or implied herein contained, all such liability, if any, being expressly waived by Mortgagee and by every person now or hereafter claiming any right or security hereunder, and that so far as said LAKE COUNTY TRUST COMPANY personally is concerned, the l'egal holder or holders of said principal notes and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby mortgaged for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said principal notes provided or by action to enforce the personal liability of the guarantor, if any.

Nothing contained herein shall be construed as creating any liability on LAKE COUNTY TRUST COMPANY, personally under the provisions of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) or the Indiana Responsible Property Transfer Law (the Act) as amended from time to time or any other Federal, State or local law, rule or regulation. LAKE COUNTY TRUST COMPANY, personally is not a "Transferor or Transferee!" under the Act and makes no representation concerning any possible environmental defects. In making any warranty herein the Trustee is relying solely on information furnished to it by the beneficiaries and not of its own knowledge and specifically exculpates itself from any liabilities, responsibilities or damages as a result of including any warranty in this instrument. NOT OFFICIAL!

IN WITNESS WHEREOF, LAKE COUNTY PRUSTICOMPANY'S not personally but as Trustee as aforesaid, has caused these presents to be signed by its Trus Officer and attested by its Assistant Secretary this 19th day of March, 1993.

> LAKE COUNTY TRUST COMPANY, not personally but as Trustee under the provisions of a Trust Agreement dated August 1985 and khown as Trust Nö.

Charlette of Kilman Charlotte Keilman, Trust Officer

ATTEST

BY: Handra L. Stiglitz, Assistant Secretary

STATE OF INDIANA

COUNTY OF LAKE

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Officers of the Lake County Trust Company, who acknowledge the execution of the foregoing instrument as the free and voluntary act of said corporation, and as their free and voluntary act, acting for such corporation, as Trustee.

Witness my hand and seal this 19th day of March, 1993.

Jawia Cluderson Laura L. Anderson-Notary Public

My Commission Expires: November 11, 1995 Resident: Lake County, In.