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SECOND MORTGAGE

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Chicago Title Insurance Company
STATE OF INDIANA, S.M.C.
LAKE COUNTY
FILED FOR RECORD

THIS SECOND MORTGAGE (hereinafter referred to as this "Mortgage") is made this 29th day of February, 1992, by and between LAKE COUNTY TRUST COMPANY, an Indiana corporation, not personally but as Trustee U/T/A No. 4229, dated July 27, 1992 (hereinafter referred to as "Mortgagee"); and WHITECO INDUSTRIES, INC. a Nebraska corporation, with its principal place of business at 1000 East 80th Place, Suite 700 North, Merrillville, Indiana 46410 referred to as "Mortgagor").

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1. DEFINITIONS

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1.1 Wherever used in this Mortgage, "Mortgagor's Liabilities" means any and all of the following: (i) the payment of any and all monies, including, but not limited to, the payment, when due or declared due, of the principal sum thereof and interest thereon, now and/or hereafter owed or to become owing by Mortgagor to Mortgagee and payable to Mortgagee in the principal sum of One Million Eighty-Four Thousand Seven Hundred Nine Dollars Twenty-Seven Cents (\$1,084,709.27) and which matures on demand; (ii) the payment of any and all other debts, claims, obligations, demands, monies, liabilities and/or indebtedness (of any and every kind or nature) now and/or hereafter owing, arising, due or payable from Mortgagor to Mortgagee under and/or pursuant to the terms and provisions of this Mortgage; and (iii) the payment of any and all other debts, claims, obligations, demands, monies, liabilities and/or hereafter owing, arising, due or payable from Mortgagor to Mortgagee (hereinafter referred to as "Future Advances"), howsoever evidenced, created, incurred, acquired or owing whether primary, secondary, direct, contingent, fixed or otherwise, and arising under and/or pursuant to the terms and provisions of any other agreements, security agreements, instruments and/or documents now and/or hereafter executed and delivered by or for Mortgagor to Mortgagee (hereinafter referred to as the "Other Agreements").

1.2 Wherever used in this Mortgage, "Mortgagor's Obligations" means the prompt, full and faithful performance, discharge, compliance and observance by Mortgagor of each and every term, condition, warranty, representation, agreement, undertaking, covenant and provision to be performed, discharged, observed or complied with by Mortgagor contained in this Mortgage, the Note and/or in the Other Agreements.

Handwritten signature or initials.

1.3 Wherever used in this Mortgage, "Mortgagor's Property" means any and all of the following: (i) all of the following described real estate, and all of Mortgagor's estate, right, title and interest therein, situated, lying and being in the Town of Merrillville, County Lake, State of Indiana, and legally described on Exhibit "A" attached hereto and made a part hereof and commonly known as (1) Lincoln Square Office Complex I and II, together with all buildings, improvements, tenements, easements, hereditaments and appurtenances now and/or at any time or times hereafter upon, belonging or otherwise appertaining to or situated on said real estate and all hereto fore or hereafter roads, alleys, streets and other public ways abutting said real estate, whether before or after vacation thereof (hereinafter referred to as the "Premises"); (ii) all present and future rents, issues, avails, profits and proceeds (hereinafter referred to as the "Rents") of or from the Premises, the "leases" and/or the "Equipment" (both of which terms are hereinafter defined), howsoever occurring, existing, created or arising; (iii) all present and future leases, agreements, tenancies, licenses and franchises (hereinafter referred to as the "Leases") of or from the Premises and/or the Equipment or in any way, manner or respect required, existing, used or usable in connection with the Premises and/or the Equipment or the management, maintenance, operation or business thereof, and all deposits of money as advance rent or for security under any or all of the Leases and all guaranties of lessees' performances thereunder; (iv) all present and future judgements, awards of damages and settlements made as a result or in lieu of any taking of the Premises, the Equipment and/or the Leases, or any part thereof, under power of eminent domain, or for any damage (whether caused by such taking otherwise) thereto; (v) all present and future apparatus, machinery, equipment, fixtures and articles of personal property of any and every kind and nature whatsoever used, attached to, installed or located in or on the premises (except such items of personal property which are owned by tenants at the Premises, not required for use in or on or in connection with the Premises or the management, maintenance, operation or business thereof and all replacements thereof and accessions thereto (hereinafter referred to as the "Equipment"), including, but not limited to, any such item of Equipment now or at any time or times hereafter situated on the Premises and used to supply or otherwise deliver heat, gas, air conditioning, water, light, electricity, power, plumbing, refrigeration, sprinkling, ventilation, mobility, communication, incineration, laundry service and all other related or other such services (all of the immediately above mentioned items of Equipment being deemed to be a part of the Premises, whether physically attached thereto or not); (vi) all present and future insurance policies in force or effect insuring the Premises, the Rents, the leases or the Equipment; and (vii) all proceeds of each and every of the foregoing.

1.4 Wherever used in this Mortgage, the term "Underlying

letter, consent letter, non-offset letter, insurance certificate, appraisal, survey and any other similar such agreements, instruments, or documents.

3. COVENANTS, WARRANTIES AND REPRESENTATIONS

3.1 Mortgagor covenants with and warrants and represents to Mortgagee as follows:

(i) Mortgagor promptly will pay, or cause to be paid, when due or declared due, Mortgagor's Liabilities and promptly, fully and faithfully will perform, discharge, observe and comply with each and every of Mortgagor's Obligations.

(ii) Mortgagor now has and hereafter shall maintain the standing, right, power and lawful authority to own the Mortgaged Property, to carry on the business of and operate the Mortgaged Property, to enter into, execute and deliver this Mortgage, the Note and the Other Agreements to Mortgagee, to encumber the Mortgaged Property to Mortgagee as provided herein or in the Other Agreements and to perform all of Mortgagor's Obligations and to consummate all of the transactions described in or contemplated by this Mortgage, the Note and the Other Agreements.

(iii) The execution, delivery and performance by Mortgagor of and under this Mortgage, the Note and the Other Agreements does not and will not constitute a violation of any applicable law and does not and will not conflict with or result in a default or breach of or under or an acceleration of any obligation arising, existing or created by or under any agreement, instrument, document, mortgage, deed, trust deed, note, judgement, order, award, decree or other restriction to which Mortgagor or any of the Mortgaged Property is or hereafter shall become a party or by which Mortgagor or any of the Mortgaged Property is or hereafter shall become bound or any law or regulatory provision now affecting Mortgagor or any of the Mortgaged Property.

(iv) The various financial and operating statements relating to the Mortgaged Property and the operation and business thereof heretofore and from time to time hereafter delivered by or for Mortgagor to Mortgagee are and shall be correct, complete and accurate in all respects, fairly present the financial conditions represented as of the dates and for the periods indicated and have been and shall be prepared in accordance with proper accounting standards, consistently applied unless otherwise specifically indicated.

(v) The various other data and information relating to the Mortgaged Property and the operation and business thereof heretofore and from time to time hereafter delivered by or for Mortgagor to Mortgagee are and shall be correct, complete and

accurate in all respects.

(vi) Mortgagor has duly filed and shall continue timely to file all federal, state and other governmental tax and similar returns which Mortgagor is required by law to file with respect to the Mortgaged property and the operation and business thereof. All taxes and other sums which are shown to be payable under such returns have been and shall be timely and fully paid and Mortgagor shall maintain adequate reserves in amount to fully pay all such liabilities which hereafter may accrue.

(vii) All of the leases are and shall remain genuine, in all respects what they purport to be, free of material set-off, counterclaims or disputes and valid and enforceable in accordance with their terms. To Mortgagor's knowledge, all parties to the Leases have and shall have the capacity to contract thereunder. Except for security deposits provided for under the Leases have and shall have the capacity to contract thereunder. Except for security deposits provided for under the Leases, and revealed by Mortgagor to Mortgagee in writing, no advance payments have been or shall be made thereunder.

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(viii) There is no litigation, action, claim or proceeding pending or threatened which might, in any way, manner or respect, materially or adversely affect the Mortgaged Property, the operation or the business thereof, Mortgagee's encumbrances thereon, the collectibility of the Note, the ability of Mortgagor to repay the Note or the financial condition of the Mortgaged Property or the operation or business thereof.

(ix) The Mortgaged Property now consists of and is in the same condition, ordinary wear and tear excepted, as it was when mortgagee last inspected it and, ordinary wear and tear expected, it shall consist of and remain in such condition until the payment, in full, of Mortgagor's Liabilities.

(x) Mortgagor and the Mortgaged Property possess and hold and shall maintain adequate properties, interests in properties, leases, licenses, franchises, rights and governmental and other permits, certificated, consents and approvals to conduct and operate the business of the Mortgaged Property. None of the foregoing contain or shall contain any term or condition that is materially burdensome to said business or different than those of the foregoing possessed or held by other parties conducting or operating a similar business.

(xi) There does not exist and hereafter there shall not arise any default or breach of or under any agreement, instrument or document for borrowed money by which Mortgagor or the Mortgaged Property is bound or obligated.

(xii) The location, existence and use of the Premises and the Equipment are and shall remain in compliance with all

applicable laws, rules, ordinances and regulations, including, but not limited to, building and zoning laws, and all covenants and restrictions of record.

(xiii) Mortgagor is and shall remain in peaceful possession of and will forever warrant and defend the Mortgaged Property from and against any and all claims thereon or thereto of any and all parties.

(xiv) Mortgagor will save and hold Mortgagee harmless of and from any and all damage, loss, cost and expense, including, but not limited to, reasonable attorneys' fees, costs and expenses, incurred by reason of or arising from or on account of or in connection with any suit or proceeding, threatened, filed and/or pending, in or to which Mortgagee is or may become or may have to become a party by reason of or arising from or on account of or in connection with Mortgagor's liabilities, this Mortgage, the Note or the Other Agreements. Provided, however, Mortgagor's obligations under this paragraph shall not relate to suits or proceedings brought by Mortgagee against Mortgagor which allege a breach by Mortgagor of its obligations under the covenants herein contained so long as Mortgagor is the prevailing party in such suit or proceeding.

3.2 Mortgagor covenants with and warrants and represents to Mortgagee as follows:

(i) Mortgagor is lawfully seized, possessed and the owner of and has good and indefeasible, marketable fee-simple title to the Mortgaged Property, free and clear of all liabilities, claims, debts, exceptions, security interests, assessments, charges, impositions, levys, taxes, liens and all other types of encumbrances (hereinafter referred to as the "Encumbrances") except (I) the Encumbrances of Mortgagee, (II) the Encumbrances arising under the Underlying Obligations described on Exhibit "B" hereto, (III) those Encumbrances described on Exhibit "C" attached hereto and made a part hereof and (IV) existing Leases to tenants in possession of portions of the Premises.

(ii) There exists none and Mortgagor will not suffer to occur any default under the Underlying Obligations, whether waived or not.

3.3(A) Subject to the provisions of this Paragraph and provided that Mortgagor is not then in default under the Note, this Mortgage, the Other Agreements or the Underlying Obligations, Mortgagee shall pay, when due, from the date of this Mortgage until, to and including the date upon which the final installment payment of the Note is due and payable, all installment payments of principal and interest due under the Underlying Notes. Notwithstanding the foregoing, Mortgagee does not hereby assume any of Mortgagor's obligations under the Underlying Obligations and nothing contained here, in the Note or

the Other Agreements shall require Mortgagee to perform any such obligations of Mortgagor except for the making of the aforesaid payment due under the Underlying Notes in accordance with and subject to the above specified terms.

(B) Upon the occurrence of a default by Mortgagor under the Note, this Mortgage, the other Agreements or the Underlying Obligations, Mortgagee shall not be obligated to pay, but at its sole election and in its sole discretion, may pay any installment payment of principal or interest of, or any other monies due or declared due under, the Underlying Obligations. Mortgagee covenants with Mortgagee that to the extent (and to the amount) that Mortgagee so pays any monies due or declared due under the Underlying Obligations, that said payments (and the amounts thereof) shall constitute a part of Mortgagor's Liabilities secured by this Mortgage and shall be payable by Mortgagor to Mortgagee upon demand, with interest upon the unpaid amount thereof until repaid to Mortgagee at the rate of interest specified in the Note upon monies due after a default thereunder. In addition thereto, Mortgagee shall become and be subrogated to and enjoy all the rights, liens, powers and privileges granted to the owner and/or holder of the underlying obligations and, in Mortgagee's sole discretion and at its sole election, the Underlying Obligations shall remain in existence for the benefit of, and to secure, Mortgagor's Liabilities.

3.4 Mortgagor covenants with and warrants and represents to Mortgagee as follows:

(i) Mortgagor will not change the use or character of or abandon the Mortgaged Property in good condition and repair and will not commit or suffer waste and will make all necessary repairs, replacement and renewals (including the replacement of any items of the Equipment) to the Mortgaged Property so that the value and operating efficiency thereof shall at all times hereafter be maintained and preserved. Mortgagor shall not remove any fixture or demolish any building or improvement located in or on the Premises. Mortgagor shall pay for and complete, within a reasonable time, any building or improvement at any time in the process of erection upon the Premises, shall refrain from impairing or diminishing the value of the Mortgaged Property and shall make no material alterations to the Mortgaged Property which in the opinion of Mortgagee diminishes its value, and, subject to the rights or requirements of the holders of the Underlying Obligations, promptly shall repair, restore or rebuild any building or improvement now or hereafter on the Premises which may become damaged or destroyed. Mortgagor shall comply with all requirements of law and all municipal ordinances governing the Mortgaged Property and the use thereof. Mortgagor shall permit Mortgagee, and its agents, upon demand, access to and to inspect the Mortgaged Property at all reasonable times.

(ii) Mortgagor promptly shall pay and discharge, as and when due and payable, before any penalty attaches, all charges,

impositions, levys, assessments and taxes (whether general, special or otherwise), water charges, sewer service charges and all other municipal or governmental charges impositions, levys, assessments and taxes of any kind or nature that may be at any time levied, assessed or imposed upon or against the Mortgaged Property, or any part thereof, and shall deliver to Mortgagee duplicate receipts evidencing payment thereof at least thirty (30) days before delinquency. To prevent default hereunder and to the extent permitted by the Underlying Obligations, Mortgagor may pay in full, under protest, and in the manner provided by statute, any charge, imposition, levy, tax or assessment which Mortgagor may desire to contest. If Mortgagee is required by legislative enactment or judicial decision to pay any charge, imposition, assessment, levy or tax in or to any state, municipality or government on the Mortgaged Property (or on any interest therein), this Mortgage, the Other Agreements or Mortgagor's liabilities, all of Mortgagor's Liabilities shall become and be due and payable, at the election of Mortgagee, thirty (30) days after the mailing of notice of such election to Mortgagor; provided, however, that the election and right to elect will be unavailing and this Mortgage, the Note and the Other Agreements will be and remain in full force and effect as though said law had not been enacted or said decision had not been rendered if, notwithstanding such law or decision, Mortgagor lawfully may pay such charge, imposition, assessment, levy or tax to or for Mortgagee and does, in fact, pay, when payable, so much thereof as, taken with interest as aforesaid, does not exceed the maximum amount of interest permitted by applicable law. If at any time the United States of America shall require internal revenue stamps to be affixed to this Mortgage, the Note or the Other Agreements, Mortgagor will pay for the same, together with any interest or penalties imposed in connection therewith.

(iii) Mortgagor shall keep the Mortgaged Property free and clear of all Encumbrances (including, but not limited to, mechanics liens and other similar liens or claims for liens) of any and every kind and nature except those described in Paragraph 3.2(i) above, shall promptly pay or cause to be paid, as and when due and payable or when declared due and payable, any indebtedness which may become or be secured by such an Encumbrance and, immediately upon request by Mortgagee, shall deliver to Mortgagee evidence satisfactory to Mortgagee of the payment and discharge thereof. To prevent default hereunder and to the extent permitted by the Underlying Obligations, Mortgagor may indemnify Mortgagee, by a means determined solely by and acceptable to Mortgagee, against loss by reason of such an Encumbrance which Mortgagor may desire to contest. If, in accordance with the terms of this Mortgage, Mortgagee makes payment of any such Encumbrance, Mortgagee shall be subrogated to the rights of such claimant, notwithstanding that the Encumbrance may be release of record.

(iv) Mortgagor shall not, at any time or times hereafter, pledge, hypothecate or otherwise encumber all or any portion of

the Mortgaged Property or Mortgagor's interest therein, nor shall any beneficiary or beneficiaries of Mortgagor pledge, hypothecate or otherwise encumber all or any portion of its or their beneficial interest in Mortgagor. Without the prior written consent of Mortgagee, Mortgagor shall not sell or otherwise transfer all or any portion of the Mortgaged Property or Mortgagor's interest therein, nor shall any beneficiary or beneficiaries of Mortgagor sell or otherwise transfer all or any portion of its or their beneficial interest in Mortgagor. Mortgagee, in its sole discretion, may deliver or withhold such consent based upon Mortgagee's determination, to its sole satisfaction, of the credit worthiness, experience in real estate operations and ability of the proposed assignee, transferee or purchaser to satisfy, perform and discharge Mortgagor's Liabilities in a proper and timely fashion and manner. Mortgagee, in its sole discretion, may condition the delivery of its consent upon Mortgagor agreeing to modify the Note to provide for the payment by Mortgagor of such additional interest and/or to provide for such other terms and conditions in the Note, Mortgage or Other Agreements as may be acceptable to Mortgagee, in its sole discretion.

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(v) All present and future items of fixtures, equipment, furnishings or other tangible personal property (whether or not constituting a part of the Mortgaged Property) related or necessary to or used or usable in connection with any present or future building or improvement on the Premises, or the operation or business thereof, are and will be owned free and clear of all Encumbrances except those described in Paragraph 3.2(1) above or will be leased by Mortgagor, and Mortgagor will not acquire any such property subject to any Encumbrance except those Encumbrances described in Paragraph 3.2(1) above. Within five (5) days after request by Mortgagee, Mortgagor will execute and deliver to Mortgagee a security agreement and financing statement, in form and substance acceptable to Mortgagee, covering all such property.

(vi) With respect to the Mortgaged Property and the operation and business thereof, Mortgagor will keep or cause to be kept proper books and records, prepared in accordance with generally accepted accounting principles consistently applied. Mortgagee shall have the right to examine said books and records at any time or times hereafter upon demand, but only during customary business hours. Within ninety (90) days after the end of each fiscal year hereafter of the operation and business of the Mortgaged Property, Mortgagor shall deliver to Mortgagee an annual operating statement of income and expenses and an annual balance sheet of assets and liabilities of said operation and business for the fiscal year just ended, which statement must be signed and certified as true, correct and accurate by Mortgagor or by the beneficiary or beneficiaries of Mortgagor. Within thirty (30) days after the end of calendar quarter hereafter of the operation and business of the Mortgaged Property, Mortgagor shall deliver to Mortgagee a quarterly operating statement of

income and expenses and a quarterly balance sheet of assets and liabilities of said operation and business for the calendar quarter just ended, which statement must be signed and certified as true, correct and accurate by Mortgagor or by the beneficiary or beneficiaries of Mortgagor.

3.5 If Mortgagor, immediately after written demand from Mortgagee, shall neglect or refuse to keep the Mortgaged Property in good operating condition and repair or to replace or maintain the same as herein agreed, to pay the premiums for the insurance which is required to be maintained hereunder, to pay and discharge all Encumbrances as herein agreed or otherwise defaults in the performance of Mortgagor's Obligations, Mortgagee, at its sole election, may cause such repairs or replacements to be made, obtain such insurance, pay such Encumbrances or perform such Obligations. Any amounts paid by Mortgagee in taking such action, together with interest thereon at the rate provided in the Note (upon monies due after a default thereunder) from the date of Mortgagee's payment thereof until repaid by Mortgagor to Mortgagee, shall be due and payable by Mortgagor to Mortgagee upon demand, and, until paid, shall constitute a part of Mortgagor's Liabilities secured by this Mortgage. Notwithstanding the foregoing, such advances by Mortgagee shall not be deemed to relieve Mortgagor from any default hereunder or impair any right or remedy consequent thereon. The exercise of the right to take such action shall be optional with Mortgagee and not obligatory upon Mortgagee and Mortgagee shall not in any case be liable to Mortgagor for failure or refusal to exercise any such right. In making any payments pursuant to the exercise of any such right, Mortgagee may rely upon any bills delivered to it by Mortgagor or any such payee and shall not be liable for any failure to make payments in any amounts other than as set forth in any such bills.

3.6 In the event Mortgagor fails to pay any of Mortgagor's Liabilities on the date they are due or declared due, Mortgagor covenants to immediately deposit \$13,903.76 with Mortgagee. Said deposit is hereby pledged as additional security for the payment of Mortgagor's Liabilities (and for such purpose Mortgagor hereby grants to Mortgagee a security interest therein) and shall remain on deposit (interest free) with Mortgagee until Mortgagor's Liabilities are satisfied in full.

4. TAXES, INSURANCE AND CONDEMNATION

4.1(A) Mortgagor, at all times, shall keep and maintain the Mortgaged Property fully insured (without coinsurance) against loss or damage by, or abatement of rental income resulting from, fire and such other hazards, casualties and contingencies as Mortgagee, from time to time, may require in companies, form, amounts and for such periods as is satisfactory to Mortgagee, but, in any event, for not less than the greater of \$2,500,000.00 or the full insurable value of the Mortgaged Property. All such

policies and renewals thereof (hereinafter referred to as the "policies") shall contain, in form and substance acceptable to Mortgagee, standard mortgagee loss payable clauses naming the holders of the Underlying Obligations as "First Mortgagees" and Mortgagee as "Second Mortgagee", as well as a standard waiver or subrogation endorsement and shall be delivered, as issued, to Mortgagee, with premiums therefor paid in full by Mortgagor. All policies shall provide that they are non-cancellable by the insurer without first giving at least thirty (30) days prior written notice to Mortgagee of any intended cancellation. Mortgagor will give immediate written notice to Mortgagee of any loss or damage to the Mortgaged Property caused by any casualty. In case of policies about to expire, Mortgagor will deliver to and deposit with Mortgagee renewal policies not less than forty-five (45) days prior to the respective dates of expiration. Mortgagor will deliver and deposit with Mortgagee (or if the holders of the underlying obligations require originals, copies of) receipts for the payment of the premiums on all policies. In the event of foreclosure of this Mortgage or assignment hereof by Mortgagee or transfer of title to the Mortgaged Property in extinguishment of Mortgagor's Liabilities, all right, title and interest of Mortgagor in and to any Records then in force shall pass to the purchaser, grantee or assignee.

(B) Subject to the interest, if any, of the holders of the Underlying Obligations:

(a) Full power is hereby conferred on Mortgagee:

- (i) to settle and compromise all claims under all policies;
- (ii) to demand, receive and receipt for all monies becoming due and/or payable under all policies;
- (iii) to execute, in the name of Mortgagor or in name of Mortgagee, any proofs of loss, notices or other instruments in connection with all claims under all policies; and
- (iv) to assign all policies to any holder of Mortgagor's Liabilities or to the grantee of the Mortgaged Property in the event of the foreclosure of this Mortgage or other transfer of title to the Mortgaged Property.

(b) In the event of payment under any of the policies, the proceeds of the policies shall be paid by the insurer to Mortgagee and Mortgagee, in its sole and absolute discretion, may:

- (1) apply such proceed, wholly or partially, after deducting all costs of collection, including

reasonable attorneys' fees, either

(I) toward the alteration, reconstruction, repair or restoration of the Mortgaged Property or any portion thereof; or

(II) as a payment on account of Mortgagor's Liabilities (without affecting the amount or time of subsequent installment payments required to be made by Mortgagor to Mortgagee under the Note), whether or not then due or payable;

or

(ii) deliver the same to Mortgagor.

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4.2(A) (i) Mortgagor shall deposit with Mortgagee on the first (1st) day of each month hereafter until Mortgagor's Liabilities are fully paid, a sum equal to one-twelfth (1/12) of the total annual impositions, levies, taxes and assessments arising with respect to the Mortgaged Property for the most recent ascertainable tax year and (ii) the total amount of annual premiums for all policies required to be obtained and maintained by Mortgagor pursuant to this Mortgage with respect to the Mortgaged Property. Subject to the provisions of this paragraph and provided that Mortgagor is not then in default in the timely payment of any installment of principal, interest or other monies due or declared due under the Note and is not in default under this Mortgage, the Other Agreements or the Underlying Obligations, Mortgagee shall pay, when and to whom due and payable under the Underlying Obligations if they so provide, or, if not so provided therein, when and to whom due and payable under applicable contracts or law, to and including the date upon which the final installment payment of principal and interest on the Note is due and payable, all of the aforesaid impositions, levies, taxes, assessments and premiums. Notwithstanding the foregoing, Mortgagee does not hereby assume any of Mortgagor's obligations under the Underlying Obligations or said contracts or laws to make such payments and nothing contained herein, in the Note or the Other Agreements shall require Mortgagee to perform any such obligations of Mortgagor except for the making of the aforesaid payments in accordance with and subject to the above specified terms. Upon occurrence of a default under the Note, this Mortgage, the Other Agreements or the Underlying Obligations, Mortgagee shall not be obligated to make such payments, but, at its sole election and in its sole discretion, may make any or all of such payments.

(B) If the deposits required by sub-Paragraph (A) above and, if applicable, Sub-Paragraphs (C) and (D) below, are insufficient to pay the impositions, levies, taxes, assessments and/or premiums for which they are provided, on or before thirty (30) days before the same shall become due and payable Mortgagor

shall deposit with Mortgagee such additional monies as are necessary to pay, in full, such obligations.

(C) Mortgagor, concurrently with the disbursement of the loan evidenced by the Note, shall deposit with Mortgagee an amount of money, which together with the aggregate of the monthly deposits to be made pursuant to Sub-Paragraph (A)(i) above, shall be sufficient to pay, in full, the total annual impositions, levies, taxes and assessments estimated by Mortgagee to become due and payable with respect to the Mortgaged Property for the current tax year not yet due and payable. Mortgagee shall hold such deposit without interest and shall use the same to pay, when due, any installments of such obligations (general, special or otherwise) next coming due.

(D) Mortgagor, concurrently with the disbursement of the loan evidenced by the Note, shall deposit with Mortgagee an amount of money, which together with the aggregate of the monthly deposits to be made pursuant to Sub-Paragraph (A)(ii) above becoming due prior to the date on which the next annual insurance premium payments become due and payable, shall equal one hundred and fifteen percent (15%) of the County Recorder's total annual insurance premium payments.

(E) Notwithstanding the provisions of Sub-Paragraphs (C) and (D) above, in the event that the holders of the Underlying Obligations currently have on deposit with them, for the purposes set forth in said Sub-Paragraphs, the amounts of monies required thereunder, Mortgagor shall not be obligated to make such payments to Mortgagee.

(F) Upon the occurrence of an Event of Default hereunder, Mortgagee, at its option and in its sole discretion, may apply any monies held pursuant to Sub-Paragraphs (A), (C) and (D) above on account of any of Mortgagor's Liabilities, in such order or priority as Mortgagee may elect.

(G) Upon payment, in full, of Mortgagor's Liabilities, Mortgagee shall deliver any remaining of the aforesaid deposits to Mortgagor or the then owner of the Mortgaged Property.

(H) All of the aforesaid deposits hereby are pledged, as additional security for the payment of Mortgagor's Liabilities (and for such Purpose, Mortgagor hereby grants to Mortgagee a security interest therein), to be applied by Mortgagee for the purposes hereinabove set forth and shall not be subject to the control of Mortgagor; provided, however that Mortgagee shall not be liable for failure to pay, when due, any such impositions, levies, taxes, assessments or premiums unless Mortgagor, prior to the occurrence of an Event of Default, shall have requested Mortgagee, in writing to pay the same and delivered to Mortgagee appropriate evidence of bills therefor.

4.3 Subject to the interest, if any, of the holders of the

Underlying Obligations:

(i) all awards now or hereafter made by any public or quasi-public authority to or for the benefit of Mortgagor in any way, manner or respect affecting, arising from or relating to the Mortgaged Property, or any portion thereof, by virtue of an exercise of the right to eminent domain by such authority (including, but not limited to, any award for taking of title, possession or right of access to a public way, or for any change of grade of streets affecting the Mortgaged Property) hereby are assigned to the Mortgagee as additional security for the payment of Mortgagor's Liabilities (and for such purpose, Mortgagor hereby grants to Mortgagee a security interest therein);

(ii) Mortgagee shall and hereby is authorized, directed and empowered to collect and receive the proceeds of any such awards from the authorities making the same and to give proper receipts therefor (in Mortgagor's name, in Mortgagee's name or in both names), and may, in its sole and absolute discretion, use such proceeds for any one or more of the following purposes:

(a) to apply the same, or any part thereof, to Mortgagor's Liabilities, whether or not then mature and without affecting the amount or time of subsequent installment payments required to be made by Mortgagor to Mortgagee under the Note;

(b) to use the same, or any part thereof, to satisfy, perform or discharge any of Mortgagor's Obligations;

(c) to use the same, or any part thereof, to replace, repair or restore any or all of the Mortgaged Property to a condition satisfactory to Mortgagee; or

(d) to release the same to Mortgagor.

(iii) Mortgagor, immediately upon request by Mortgagee, shall make, execute and deliver and/or cause to be made, executed and delivered to and/or for the benefit of Mortgagee any and all assignments and other instruments sufficient to assign, and cause the payment directly to Mortgagee of, all such awards, free and clear of all Encumbrances except those Encumbrances described in paragraph 3.2 (i) above. Notwithstanding any taking by eminent domain, alteration of the grade of any street or other injury to or decrease in value of the Mortgaged Property by any public or quasi-public authority or corporation, Mortgagor shall continue to pay all of Mortgagor's Liabilities, as and when due and payable, until any such award or payment shall have been actually received by Mortgagee, and any reduction Mortgagor's Liabilities resulting from the application by Mortgagee of such award or

payment as herein set forth shall be deemed to take effect only on the date of such receipt. If, prior to the receipt by Mortgagee of such award or payment, the Mortgaged Property shall have been sold on foreclosure of this Mortgage, Mortgagee shall have the right to receive such award or payment to the extent of any deficiency found to be due upon such sale, with legal interest thereon, whether or not a deficiency judgment on this Mortgage shall have been sought or recovered or denied, and of the reasonable attorneys' fees, costs, expenses and disbursements incurred by Mortgagee in connection with the collection of such award or payment.

5. LEASES AND RENTS

5.1 Subject to the interest, if any, of the holders of the Underlying Obligations, so long as there shall not have occurred an Event of Default under this Mortgage, Mortgagor shall have the right to collect all of the Rents arising from the Leases, or renewals thereof, and shall hold the same, in trust, to be applied first to the payment of all impositions, levies, taxes, assessments and other charges upon the Mortgaged Property, secondly to the cost of the maintenance of insurance policies upon the Mortgaged Property required hereby, thirdly to the maintenance and repairs required hereby and lastly to the payment of Mortgagor's Liabilities, before using any part of the Rents for any other purposes.

5.2 At all times, any of the Mortgagee's agents shall have the right to verify the validity, amount or any other matter relating to any or all of the Leases, by mail, telephone, telegraph or otherwise, in the name of Mortgagor, Mortgagee, a nominee of Mortgagee or in any or all of said names.

5.3 Unless Mortgagee notified Mortgagor thereof in writing that it dispenses with any one or more of the following requirements, Mortgagor shall: (i) promptly upon Mortgagor's receipt or learning thereof, inform Mortgagee, in writing, of any assertion of any claims, offsets or counterclaims by any of the obligors of the Leases except immaterial claims, offsets and counterclaims arising in the ordinary course of business; (ii) not permit or agree to any material extension (except in the ordinary course of business), compromise or settlement or make any material change or modification of any kind or nature of or with respect to the Leases or the terms thereof; and (iii) promptly upon Mortgagor's receipt or learning thereof, furnish to and inform Mortgagee of all material adverse information relating to or affecting the financial condition of any obligor of the Leases.

5.4 Within fifteen (15) days after demand therefor by Mortgagee, Mortgagor shall deliver to Mortgagee, in form and substance acceptable to Mortgagee, a detailed aged trial balance

of all the Leases and such other matters and information relating thereto as Mortgagee may request.

5.5 In the Event of Default under this Mortgage, subject to the interest, if any, of the holders of the Underlying Obligations:

(i) Immediately upon demand by Mortgagee, Mortgagor shall deliver to Mortgagee the originals of the Leases, with appropriate endorsement and/or other specific evidence of assignment thereto to Mortgagee - which endorsement and/or assignment shall be in form and substance acceptable to Mortgagee.

(ii) Mortgagee, then or at any time or times thereafter, at its sole election, without notice thereof to Mortgagor, may notify any or all of the obligors of the Leases that the Leases have been assigned to Mortgagee and Mortgagee (in its name, in the name of Mortgagor or in both names) may direct said obligors thereafter to make all payments due from them under the Leases directly to Mortgagee.

(iii) Mortgagor, immediately upon demand by Mortgagee, irrevocably shall direct all obligors of the Leases then and thereafter to make all payments then and thereafter due from them under the Leases directly to Mortgagee.

(iv) Mortgagee shall have the right at any time or times thereafter, at its sole election, without notice thereof to Mortgagor, to enforce the terms of the Leases and obtain payment of and collect the Rents, by legal proceedings or otherwise, in the name of Mortgagor, Mortgagee or in both names.

(v) Mortgagor, irrevocably, hereby designates, makes, constitutes and appoints Mortgagee (and all persons designated by Mortgagee) as Mortgagor's true and lawful attorney and agent-in-fact, with power, without notice to Mortgagor and at such time or times thereafter as Mortgagee, at its sole election, may determine, in the name of Mortgagor, Mortgagee or in both names: (a) to demand payment of the Rents and performance of the Leases; (b) to enforce payment of the Rents and performance of the Leases, by legal proceeding or otherwise; (c) to exercise all of Mortgagor's rights, interests and remedies in and under the Lease and to collect the Rents; (d) to settle, adjust, compromise, extend or renew the Leases and/or the Rents; (e) to settle, adjust or compromise any legal proceeding brought to collect the Rents or obtain performance of the Leases; (f) to take control, in any manner, of the

Rents; (g) to prepare, file and sign Mortgagor's name on any proof of Claim in bankruptcy, or similar document in a similar proceeding, against obligors of the Leases; (h) to endorse the name of Mortgagor upon any payments or proceeds of the Rents and to deposit the same to the account of Mortgagee; and (i) to do all acts and things necessary, in Mortgagee's sole discretion, to carry out any or all of the foregoing.

(vi) All of the foregoing payments and proceeds received by Mortgagee shall be utilized by Mortgagee, at its sole election and in its sole discretion, for any one or more of the following purposes: (a) to be held by Mortgagee as additional collateral for the payment of Mortgagor's Liabilities; (b) to be applied to Mortgagor's Liabilities, in such manner and fashion and to such portions thereof as Mortgagee, at its sole election, shall determine; (c) to be applied to such obligations of Mortgagor or the Mortgaged Property or the operation or business thereof as Mortgagee, at its sole election, shall determine appropriate or warranted under the then existing circumstances; or (d) to be remitted to Mortgagor.

6. DEFAULT

6.1 The occurrence of any one or more of the following events shall constitute an "Event of Default" under this Mortgage:

(i) Failure of Mortgagor to pay, when due or declared due, any of Mortgagor's Liabilities or failure of Mortgagor to deliver to Mortgagee, when due (within five (5) days after notice and demand therefore), the various financial and operating statements referred to in Sub-Paragraph 3.4(vi) above.

(ii) Failure of Mortgagor, within thirty (30) days after notice and demand, promptly, fully and faithfully to satisfy, perform discharge, observe and comply with each and every of Mortgagor's Obligations, other than those set forth in Sub-paragraph (i) above, unless such performance, by its nature, requires more than thirty (30) days to complete, in which case, Mortgagor shall have begun such performance within said thirty (30) days and constantly is pursuing such performance with due diligence.

(iii) A default by Mortgagor of any term, provision, covenant or agreement of or contained in the Underlying Obligations (other than one arising on account of a failure by Mortgagee to make a payment, when if due from it under Sub-Paragraph 3.3(A) above, of installments of principal and interest under the Underlying Notes).

(iv) A petition in bankruptcy is filed by or against Mortgagor, or any beneficiary or beneficiaries of Mortgagor, or a custodian, receiver or trustee for any of the Mortgaged Property or any of its or their property is appointed and, and if filed or appointed without its or their consent, is not dismissed or discharged within thirty (30) days, or if it makes or they make an assignment for the benefit of credits or if it is or they are adjudged insolvent by any state or federal court of competent jurisdiction, or an attachment or execution is levied against any of the Mortgaged Property and is not discharged within thirty (30) days.

6.2 Upon the occurrence of and Event of Default, Mortgagee, after notice and demand insofar as required hereby, in its sole discretion and at its sole election, without notice of such election, and without further demand, may do any one or more of the following:

(i) The Mortgagee shall immediately due and payable and collect the same at once by foreclosure or otherwise, without notice of broken covenant or condition (and in case of such default and the exercise of such option, Mortgagor's Liabilities shall bear interest, from the date of such default, at the highest rate provided in the Note).

(ii) Either with or without process of law, forcibly or otherwise, enter upon and take immediate possession of the Mortgaged Property, expel and remove any persons, goods or chattels occupying or upon the same, receive all Rents, and issue receipts therefor, manage, control and operate the Mortgaged Property as fully as Mortgagor might do if in possession thereof, including without limitation, the making of all repairs and replacements deemed necessary by Mortgagee and the leasing of the same, or any part thereof, from time to time, and, after deducting all reasonable attorneys' fees and all costs and expenses incurred in the protection, care, maintenance, management and operation of the mortgaged Property, apply the remaining net income, if any, to Mortgagor's Liabilities or upon any deficiency decree entered in any foreclosure proceeding. At the option of Mortgagee, such entry and taking of possession shall be accomplished either by actual entry and possession or by written notice served personally upon or sent by registered mail to the Mortgagor at the address of Mortgagor last appearing on the records of Mortgagee. Mortgagor agrees to surrender possession of the Mortgaged Property to Mortgagee immediately upon the occurrence of an Event of Default. If Mortgagor shall remain in physical possession of the Mortgaged Property, or any part

thereof, after any such default, such possession shall be as a tenant of Mortgagee, and Mortgagor agrees to pay to Mortgagee, or to any receiver appointed as provided below, after such default, a reasonable monthly rental for the Mortgaged Property, or the part thereof so occupied by the Mortgagor, to be applied as provided above in the first sentence of this Sub-Paragraph, and to be paid in advance on the first day of each calendar month, and, in default of so doing, Mortgagor may be dispossessed by the usual summary proceeding. In the event Mortgagor shall so remain in possession of all, or any part of, the Mortgaged Property, said reasonable monthly rental shall be in amounts established by Mortgagee in its sole discretion. This covenant shall be effective, irrespective of whether any foreclosure proceeding shall have been instituted and irrespective of any application for, or appointment of, a receiver.

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(iii) File one or more suits at law or in equity for the foreclosure of this Mortgage or to collect the Mortgagee's Lien. In the event of the commencement of any such suit by Mortgagee, Mortgagee shall have the right, either before or after sale, without notice and without requiring bond (notice and bond being hereby waived), without regard to the solvency or insolvency of Mortgagor at the time of application and without regard to the then value of the Mortgaged Property or whether the same is then occupied, to make application for and obtain the appointment of a receiver for the Mortgaged property. Such receiver shall have the power to collect the Rents during the pendency of such suit and, in case of a sale and a deficiency, during the full statutory period of redemption or not, as well as during any further times when Mortgagor, except for the intervention of such receiver, would be entitled to collect the Rents, and shall have all other powers which may be necessary or usual in such cases for the protection, possession, control, management and operation of the Mortgaged Property. The court before which such suit is pending may from time to time authorize the receiver to apply the net income in his hands in payment, in whole or in part, of Mortgagor's Liabilities. In case of a sale pursuant to foreclosure, the Premises may be sold as one parcel.

(iv) Exercise any other remedies or rights permitted or provided under by the laws or decisions of the State in which the Mortgaged Property is located (including all rights of a secured party under the Uniform Commercial Code of the State of Indiana), accruing to a mortgagee and/or secured party upon a default by a mortgagor and/or debtor.

6.3 In the Event of Default under this Mortgage, there will be added to and included as part of Mortgagor's Liabilities (and allowed in any decree for sale of the Mortgaged Property or in any judgement rendered upon this Mortgage or the Note) the following: the costs, charges, expenses and attorneys' fees specified in Paragraph 6.4 below; any and all expenditures which may be paid or incurred by or on behalf of Mortgagee for appraisers' fees, documentary and expert evidence, stenographers' charges, publication costs, fees and expenses for examination of title, title searches, guaranty policies, Torrens certificates and similar data and assurance with respect to the title to the Mortgaged Property; all prepayment or like premiums, if any, provided for in the Note and/or the Underlying Obligations; and all other fees, costs and expenses which Mortgagee deems necessary to prosecute any remedy it has under this Mortgage, or to inform bidders at any sale which may be had pursuant to its rights hereunder, of the true condition of title or of the value of the Mortgaged Property. All such costs, charges, expense, prepayment or like premiums, fees and other expenditures shall be a part of Mortgagor's Liabilities, secured by this Mortgage, payable on demand, except for the aforesaid prepayment or like premiums, shall bear interest at the highest rate set forth in the Note (upon monies due after a default thereunder) from the date of Mortgagee's payment thereof until repaid to Mortgagee.

6.4 If foreclosure proceedings are instituted upon this Mortgage, or if Mortgagee shall be a party to, shall intervene, or file any petition, answer, motion or other pleading in any suit or proceeding relating to this Mortgage, the Note, the Other Agreements, any of the Underlying Obligations or Mortgagor's Liabilities, or if Mortgagee shall incur or pay any expenses, costs, charges or attorneys' fees by reason of the employment of counsel for advice with respect to this Mortgage, the Note, the Other Agreements, any of the Underlying Obligations or Mortgagor's Liabilities, and whether in court proceedings or otherwise, such expenses and all of Mortgagee's reasonable attorneys' fees shall be part of Mortgagor's Liabilities, secured by this Mortgage, payable on demand and shall bear interest at the rate provided for in the Note (upon monies due after a default thereunder) from the date of Mortgagee's payment thereof until repaid to Mortgagee. Provided, however, Mortgagor's obligations under this Paragraph shall not relate to suits or proceeding by Mortgagor against Mortgagee which allege a breach by Mortgagee of its obligations and covenants herein contained so long as Mortgagor is the prevailing party in such suit or proceeding.

6.5 The proceeds of any foreclosure sale of the Mortgaged Property shall be applied and distributed, first, on account of the fees, charges, costs, and expenses described in paragraph 6.3 above, secondly, to the balance of Mortgagor's Liabilities, and thirdly, the supply, if any, to Mortgagor.

6.6 In the event of the commencement of judicial proceeding

to foreclose this Mortgage, Mortgagor, on behalf of itself, its successors and assigns, and each and every person it may legally bind acquiring any interest in or title to the Mortgaged Property subsequent to the date of this Mortgage; (i) does hereby expressly waive any and all rights of appraisal, valuation, stay extension and (to the extent permitted by Law) redemption from sale under any order or decree of foreclosure of this Mortgage; and (ii) does hereby agree that when sale is had under any decree of foreclosure of this Mortgage, upon confirmation of such sale, the master in chancery or other officer making such sale, or his successor in office, shall be and is authorized immediately to execute and deliver to purchaser at such sale a deed conveying the Mortgaged Property, showing the amount paid therefor, or if purchased by the person in whose the order or decree is entered, the amount of his bid therefor.

6.7 Mortgagee shall have the right from time to time to sue for any sums, whether interest, principal or any other sums required to be paid by or for the account of Mortgagor under the terms of this Mortgage or the Note, as the same become due under the Note, or any other Mortgagor's liabilities, shall be due and without prejudice the Lake County Recorder thereafter to bring 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.

6.8 No right or remedy of Mortgagee hereunder is exclusive of any other right remedy hereunder or now or hereafter existing at law or in equity, but is cumulative and in addition thereto and the holder of the Note may recover judgement thereon, issue execution therefor, and resort to every other right or remedy available at law or in equity, without first exhausting or affecting or impairing the security or any right or remedy afforded by this Mortgage. Nor delay in exercising, or omission to exercise, any such right or remedy will impair any such right or remedy or will be construed to be a waiver of any default by Mortgagor hereunder, or acquiescence therein, nor will it affect any subsequent default hereunder by Mortgagor of the same or different nature. Every such right or remedy may be exercised independently or concurrently, and when and so often as may be deemed expedient by Mortgagee. No terms or conditions contained in this Mortgage or the Note may be wived, altered or changed except as evidenced in writing signed by Mortgagor and Mortgagee.

6.9 Mortgagee shall release this Mortgage by proper instrument upon payment and discharge of all of Mortgagor's Liabilities, including all prepayment or like premiums, if any, provided for in the Note and/or in the Underlying Obligations and payment of all costs, expenses and fees, including reasonable attorneys' fees, incurred by Mortgagee for the preparation, execution and/or recording of such release.

6.10 Upon occurrence of an Event of Default and following acceleration by Mortgagee of the maturity of Mortgagor's

Liabilities as provided herein a tender of payment thereof by Mortgagor, or any other party, or a payment thereof received upon or on account of a foreclosure of this Mortgage or Mortgagee's exercise of any of its other rights or remedies under this Mortgage, the Note, the Other Agreements or under any applicable law or in equity shall be deemed to be a voluntary prepayment made by Mortgagor of the Note and, therefore, such payment must, to the extent permitted by law, include the premiums and other payments required under the prepayment privilege, if any contained in the Note. Furthermore, in any such instance, Mortgagee either then may pay, in full, the Underlying Obligations or may continue to make payments on the Underlying Obligations as and when contemplated by Paragraph 3.3 above or may make such other arrangements for the payment of the Underlying Obligations as it determines.

6.11 (A) Any agreement between Mortgagor and mortgagee are expressly limited so that, in no event whatsoever, whether by reason of disbursement of the proceeds of the loan evidenced by the Note or otherwise, shall the amount paid or agreed to be paid to Mortgagee for the uses, detention or forbearance of the loan proceeds to be distributed exceed the highest lawful contract rate permissible under any law which a court of competent jurisdiction may deem applicable thereto.

(B) If fulfillment of any provision herein or in the Note, at the time performance of such provisions becomes due, involves exceeding such highest lawful contract rate, then ipso facto, the obligation to fulfill the same shall be reduced to such highest lawful contract rate. If by any circumstance Mortgagee shall ever receive as interest an amount which would exceed such highest lawful contract rate, the amount which may be deemed excessive interest shall be applied to the principal of Mortgagor's Liabilities and not to interest.

(C) The terms and provisions of this Paragraph shall control all other terms and provision contained herein, in the Note or in the Other Agreements.

6.12 Any failure of Mortgagee to insist upon the strict performance by mortgagor of any of the terms and provisions of this Mortgage, the other Agreements or the Note shall not be deemed to be a waiver of any of the terms and provisions thereof, and Mortgagee, notwithstanding any such failure, shall have the right at any time or times thereafter to insist upon the strict performance by Mortgagor of any and all of the terms and provisions thereof to be performed by Mortgagor. Neither Mortgagor, nor any other person now or hereafter obligated for the payment of the whole or any part of Mortgagor's Liabilities, shall be relieved of such obligation by reason of the sale, conveyance or other transfer of the Mortgaged Property or the failure of Mortgagee to comply with any request of Mortgagor, or of any other person, to take action to foreclose this Mortgage or otherwise enforce any of the provisions of this Mortgage, the

Other Agreements or the Note, or by reason of the release, regardless of consideration, of the whole or any part of the security held for Mortgagor's Liabilities, or by reason of any agreement or stipulation between any subsequent owner or owners of the Mortgaged property and Mortgagee extending the time of payment or modifying the terms of the Note, the Other Agreements or this Mortgage without first having obtained the consent of Mortgagor or such other person, and, in the latter event, Mortgagor, and all such other persons, shall continue liable on account of Mortgagor's Liabilities and to make such payments according to the terms of any such agreement, extension or modification unless expressly released and discharge in writing, by Mortgagee. Mortgagee, without notice, may release, regardless of consideration, any part of the security held for Mortgagor's Liabilities, without, as to the remainder of the security therefor, in any way impairing or affecting the lien of this Mortgage or the priority of such lien over any subordinate lien. Mortgagee may resort for the payment of Mortgagor's Liabilities to any other security therefor held by the Mortgagee in such order and manner as Mortgagee may elect.

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7.1 At any time while there is an outstanding principal balance due under the Note, Mortgagee, at its sole election and in its sole discretion and upon ninety (90) days written notice to Mortgagor, may require Mortgagor to refinance the Underlying Obligations. Any such refinancing, ("Refinanced Obligation") must be on terms not materially different from those of the Underlying Obligations; provided however, the amount thereof, the interest rate thereon and the repayment schedule therefor may differ from those of the Underlying Obligations so long as the monthly or other such payments of principal and interest on the Refinanced Obligation do not exceed the amount of the monthly or other such payments of principal and interest under the Note. Mortgagor shall cooperate with and assist Mortgagee in causing Mortgagor to apply for and obtain a commitment for and the proceeds, if any, of such Refinanced Obligation and shall execute all documents or instruments which shall be required by the lender of such Refinanced Obligation. The cost and expense of any such refinancing shall be borne by Mortgagee.

7.2 Every provision for notice, demand or request required in this Mortgage, the Note or the Other Agreements or by applicable law shall be deemed fulfilled by written notice, demand or request personally served on (with proof of service endorsed thereon, or mailed to, as hereinafter provided) the party entitled thereto or on its successors or assigns. If mailed, such notice, demand or request shall be made certified or registered mail, return receipt requested, and deposited in any post office station or letter-box, enclosed in a postage paid envelope addressed to such party at its address set forth below or to such other address either party hereto shall direct by like written notice and shall be deemed to have been made on the fifth

(5th) day following posting as aforesaid. For the purposes herein, notices shall be sent to Mortgagor and Mortgagee as follows:

To Mortgagor:

Lincoln Square Partnership
707 North Main Street
Crown Point, Indiana 46307

To Mortgagee:

Whiteco Industries, Inc.
1000 East 80th Place
Suite 700 North
Merrillville, Indiana 46410

Attention: Dennis E. Kackos
Secretary

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7.3 Mortgagor and Mortgagee each agree promptly to send to the other copies of any notice received by them from the holders of the Underlying Obligations.

7.4 All the covenants contained in this Mortgage will run with the land. Time is of the essence of this Mortgage and all provisions herein relating thereof shall be strictly construed.

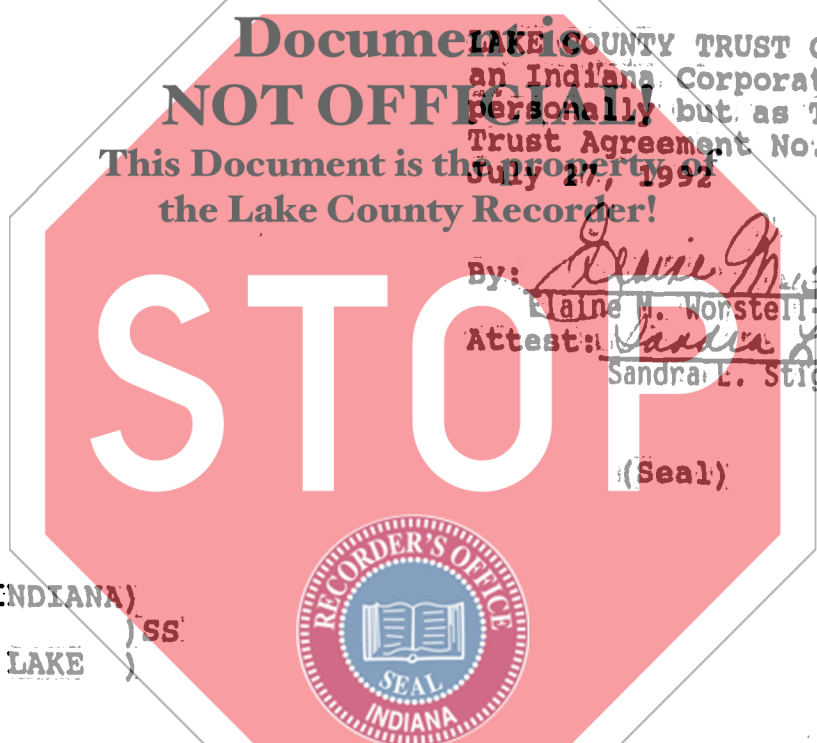
7.5 This Mortgage, and all the provisions hereof, will be binding upon and inure to the benefit of the successors and assigns of the Mortgagor and Mortgagee.

7.6 This Mortgage was executed and delivered in, and shall be governed as to validity, interpretation, construction, effect, and in all other respects by the laws and decisions of the State of Illinois.

7.7 Any provision of this Mortgage which is enforceable in any state in which this Mortgage may be filed or recorded, or is invalid or contrary to the law of such state, or the inclusion of which would affect the validity, legality or enforcement of this Mortgage, shall be of no effect, and in such case all the remaining terms and provisions of this Mortgage shall subsist and be fully effective according to the tenor of this Mortgage, the same as though no such invalid portion had ever been included herein.

7.8 This Mortgage is executed by the Lake County Trust Company, not individually but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee, and it is expressly understood and agreed

that noting herein or in the note contained shall be construed as creating any liability on the said Mortgagor or on any beneficiary of said Trust personally to pay the Note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either expresser 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 the Mortgagor and its successors and any beneficiary of said Trust personally are concerned, the legal holder or holders of the Note and the owner or owners of any indebtedness accruing hereunder shall look solely to the Premises for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in the Note provided or by action to enforce the personal liability of the guarantor, if any. *SEE PAGE 26 FOR ENVIRONMENTAL EXCULPATORY LANGUAGE**



LAKE COUNTY TRUST COMPANY
 an Indiana Corporation, not
 personally but as Trustee under
 Trust Agreement No. 4729, dated
 July 27, 1992
 This Document is the property of
 the Lake County Recorder!

By: Elaine M. Worstell
 Elaine M. Worstell - Trust Officer
 Attest: Sandra L. Stiglitz
 Sandra L. Stiglitz - Asst. Secretary

(Seal)

STATE OF INDIANA)
) ss.
 COUNTY OF LAKE)

I, Laura L. Anderson, a Notary Public in and for said County, in the state aforesaid, do hereby certify that Elaine M. Worstell, personally known to me to be a Trust Officer of Lake County Trust Company, an Indiana corporation, and Sandra L. Stiglitz, personally known to me to be the assistant secretary thereof, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they signed and delivered the said instruments as vice president and assistant secretary thereof, and caused the Corporate Seal thereof to be affixed thereto, pursuant to authority given by the Board of Directors thereof, as their free and voluntary act and as the free and voluntary act and deed of said Lake County Trust Company, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 8th day of
July, ~~1993~~ 1993.

Laura L. Anderson
Notary Public

Laura L. Anderson

Commission expires: 11-11-95
County of Residence: Lake

THIS INSTRUMENT WAS PREPARED BY: Richard L. Mostak, Attorney at
Law, 1000 East 80th Place, Suite 700 North, Merrillville, Indiana
46410.

131254A:031292:484

ENVIRONMENTAL EXCULPATORY LANGUAGE

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" 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.



EXHIBIT A

Parcel I: Part of Lot "F", Lincoln Square, Merrillville, as per plat thereof recorded in Plat Book 43, Page 137, described as: Beginning at a point on the North line of said Lot "F" and 529.34 feet West of the Northeast corner thereof; thence South 00° 13' 12" East and parallel to the East line of said Lot a distance of 347 feet; thence North 89° 46' 48" East and parallel to the North line of said Lot "F" a distance of 46 feet; thence South 00° 13' 12" East, 82.00 feet; thence South 89° 46' 48" West 286.91 feet more or less to the East line of Virginia Street; thence North 00° 13' 12" West 429.00 feet to the North line of said Lot "F", thence North 89° 46' 48" East, 240.91 feet to the point of beginning, Lake County, Indiana.

Parcel II: The West 380 feet of the East 529.34 feet of the North 347 feet of Lot F, Lincoln Square, in Merrillville, as per plat thereof, recorded in Plat Book 43 page 137 in the Office of the Recorder of Lake County, Indiana.



Exhibit B

Description of the Underlying Obligations:

(1) Underlying Obligation #1:

- 1.1 Name of Lender of Underlying Obligation: Great Lakes Mortgage Company; Metropolitan Life Insurance Company (Assignee).
- 1.2 Date of Mortgage, Deed of Trust or similar Document (the "Underlying Mortgage"): May 7, 1976.
- 1.3 Date of Underlying Note (the "Underlying Note") secured by Underlying Mortgage: May 7, 1976.
- 1.4 Original Principal Amount of Underlying Note: \$775,000.
- 1.5 Recording Date for Underlying Mortgage: Recorded on June 1, 1976, as Document No. 352884, in the Recorder's Office of Lake County, State of Indiana, and later corrected by Document No. 387088, and assigned to Metropolitan Life Insurance Company by Assignment of Mortgage Recorded on November 3, 1976, as Document No. 377516, in the Recorder's Office of Lake County, Indiana.

(2) Underlying Obligation #2:

- 1.1 Name of Lender of Underlying Obligation: Great Lake Mortgage Company; Metropolitan Life Insurance Company (Assignee).
- 1.2 Date of Mortgage, Deed of Trust or similar Document (the "Underlying Mortgage"): December 1, 1977.
- 1.3 Date of Underlying Note (the "Underlying Note") secured by Underlying Mortgage: December 1, 1977.
- 1.4 Original Principal Amount of Underlying Note: \$800,000.
- 1.5 Recording Date for Underlying Mortgage: Recorded on February 9, 1978, as Document No. 453012, in the Office of Lake County, Indiana, and assigned to Metropolitan Life Insurance Company by Assignment of Mortgage recorded on March 7, 1978, as Document No. 456886, in the Recorder's Office of Lake County, Indiana.

Unpaid Principal Amount of Underlying Notes 1 and 2 - \$1,104,342 as of March 1, 1992.