

5000 471 320 LD
Lawrence & Walsh
P. O. Box 1200
Hempstead New York
Loan No. 15755

RECORD & RETURN TO:
Lawrence and Walsh
215 Hilton Avenue
P.O. Box 1200
Hempstead, NY 11550

93080864

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**MORTGAGE
AND
SECURITY AGREEMENT**

93080865

THIS MORTGAGE AND SECURITY AGREEMENT ("Mortgage"), made the 17th day of November, 1993; between LAKE COUNTY TRUST COMPANY, as Trustee under the terms and provisions of a certain Trust Agreement dated December 3, 1982 and known as Trust No. 3306, having an office at 2200 North Main Street, Crown Point, Indiana 46307 (the "Mortgagor") and FORTIS BENEFITS INSURANCE COMPANY, a Minnesota corporation, having its principal place of business at 500 Bielenberg Drive, Woodbury, Minnesota 55125 (the "Mortgagee");



WHEREAS, the Mortgagor is indebted to the Mortgagee in the principal sum of Two Hundred Eighty Three Thousand Niney Six and 46/100 (\$283,096.46) Dollars with interest thereon, computed from the date hereof, as evidenced by a certain promissory note of even date herewith (the "Note"); and

WHEREAS, the Mortgagor has agreed to secure the payment in full of the Note by granting this Mortgage to the Mortgagee.

NOW, THEREFORE, to secure the payment in full of the indebtedness evidenced by the Note, including, without limitation, principal, interest, late charges, prepayment premiums, and all other fees and charges payable in accordance with the terms and conditions of the Note and this Mortgage, and to secure the performance by the Mortgagor of all the agreements and covenants herein contained, and in consideration of Ten (\$10.00) Dollars and other valuable consideration, the receipt of which is hereby acknowledged, the Mortgagor does by these presents hereby MORTGAGE, GRANT AND CONVEY to the Mortgagee, and its successors and assigns, all of its right, title and interest in and to the real property described in SCHEDULE A ANNEXED HERETO AND MADE A PART HEREOF (the "Premises");

TOGETHER WITH all additions and improvements thereto, including buildings and fixtures thereon, and all right, title and interest of the Mortgagor in and to all adjoining streets, alleys and roads, and all easements, rights-of-way and other appurtenances now or hereafter used or existing in connection therewith;

TOGETHER WITH all now-owned or hereafter-acquired machinery, appliances, apparatus, equipment, fittings, fixtures, materials, chattels and articles of personal property of the Mortgagor, including, without limitation, all furnaces, boilers, oil burners, radiators, plumbing, bathroom fixtures, refrigeration, air conditioning, sprinkler systems, wash tubs, sinks, gas and electric fixtures, stoves, ranges, awnings, screens, window shades, elevators, motors and dynamos, kitchen cabinets, incinerators, plants and shrubbery, and all other equipment and machinery, appliances, fittings and fixtures of every kind and description in, or used in the operation of, the Premises, and all additions and accessions to, and renewals or replacements thereof, and all substitutions therefore, now or hereafter affixed to, attached to, placed upon, or located upon the Premises or any part thereof, or used, usable or intended to be used in connection with the complete and comfortable use, ownership, management, maintenance, enjoyment or operation of the Premises or any part thereof (the "Personal Property");

TOGETHER WITH all awards heretofore or hereafter made to the Mortgagor for taking by eminent domain the whole or any part of the Premises, including any awards for changes of grade of streets, which awards are hereby assigned to the Mortgagee who is hereby authorized to collect and receive the proceeds of such awards and to give prompt receipts and acquittances therefor, and to apply the same toward the payment of the Note, notwithstanding the fact that the amount owing thereon may not then be due and payable, and the Mortgagor hereby agrees, upon request, to make, execute and deliver any and all assignments and other

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Fortis Benefits Insurance Company

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Instruments sufficient for the purpose of assigning said awards to the Mortgagee, free and clear of any liens or encumbrances of any kind or nature whatsoever.

TO HAVE AND TO HOLD the Premises unto the Mortgagee, its successors and assigns, forever for the purposes and uses hereinafter set forth; and

THE MORTGAGOR HEREBY COVENANTS AND AGREES AS FOLLOWS:

1. Payment of Indebtedness. The Mortgagor will timely pay all indebtedness evidenced by the Note in accordance with the terms thereof, including, without limitation, all principal, interest, late charges, prepayment premiums, and other charges payable pursuant thereto or under this Mortgage.

2. Payment of Taxes. Subject to the provisions of paragraph 4 hereof, the Mortgagor will pay when due and before any penalty or interest is assessed thereon, all real estate taxes, general and special assessments, governmental, inspection and license fees, and all water and sewer service charges assessed against the Premises, and all personal property taxes of any kind or description assessed against the Personal Property ("Taxes"); and shall, upon written request, furnish to the Mortgagee receipts evidencing the payment of such Taxes within ten (10) days of any such request.

3. Insurance. A. The Mortgagor shall provide or cause to be provided, and maintain, or cause to be maintained, the following insurance:

(i) "all risks" extended coverage insurance in an amount not less than one hundred percent (100%) of the full replacement cost of the improvements located on the Premises with a replacement cost endorsement, agreed amount endorsement, and a waiver of subrogation endorsement, and shall be sufficient to meet all applicable co-insurance requirements;

(ii) boiler and machinery insurance covering physical damage to the improvements at the Premises and to the other major components of any central heating, ventilating or air conditioning systems and such other equipment as the Mortgagee may require;

(iii) flood insurance, if any portion of the Premises is located in a Federal Flood Hazard Zone;

(iv) business income interruption insurance sufficient to cover one (1) year's gross receipts from the Premises;

(v) comprehensive general liability insurance against claims for personal injury and property damage; and

(vi) such other insurance as the Mortgagee may require, including, but not limited to, insurance for seismic risks.

B. The Mortgagor shall deliver all original policies, including additional and renewal policies, to the Mortgagee, and with respect to expiring insurance, the Mortgagor shall deliver renewal policies to the Mortgagee not less than thirty (30) days prior to the respective dates of expiration.

C. The insurance policies required under subparagraph A above, shall be satisfactory in all respects to the Mortgagee and issued by insurers in amounts approved in advance by the Mortgagee and which insurers have a minimum policy holders rating of "A" per the latest rating publication of Property and Casualty Insurance by A.M. Best Company and who are lawfully doing business in the state where the Premises are located. For the purposes hereof, the Mortgagee approves of the Travelers Insurance Company as the issuer of the policies required hereunder. All such policies shall contain the standard mortgagee non-contribution endorsement or an equivalent endorsement naming the Mortgagee as the party to whom all payments shall be made, and naming the Mortgagee as an additional insured on required liability policies and provide for at least thirty (30) days prior written notice of policy cancellation to the Mortgagee.

D. The Mortgagor hereby assigns the proceeds of said insurance policies to the Mortgagee and shall direct and authorize each insurance company to make payment for any loss directly to the Mortgagee as its additional insured.

4. Tax and Insurance Premium Deposits. Unless otherwise specified in writing by the Mortgagee, the Mortgagor shall deposit in escrow with the Mortgagee, or its designee, on the first (1st) day of each month, in addition to the installment of interest and principal payable under the Note, a sum equal to one-twelfth (1/12th) of the annual Taxes and

insurance premiums ("Premiums") to be held and applied by the Mortgagee, or its designee, for the payment of said Taxes and Premiums, and in addition thereto the Mortgagor shall deposit in escrow with the Mortgagee, or its designee, such additional reserve as may be necessary, so that said reserve, when added together with the monthly payments, shall constitute a fund sufficient to pay all Taxes and Premiums on their respective due dates. All escrow funds shall be held in non-interest bearing accounts (unless otherwise required pursuant to the laws of the state in which the Premises are located), and may be co-mingled with the general funds of the Mortgagee, or its designee. If the escrow funds so deposited exceed the amount required to pay Taxes and Premiums for any year, the excess shall be retained in escrow and applied toward the payment of Taxes and Premiums coming due in the next subsequent year.

5. Application of Escrow Upon Default. In the event of a default under any of the provisions of this Mortgage resulting in a foreclosure sale of the Premises or resulting in the acquisition of the Premises by the Mortgagee, the Mortgagee shall have the right to apply the balance of any escrow funds held by it, or its designee, accumulated to pay Taxes and Premiums, either as a credit against the balance of the indebtedness due under the Note then remaining or to the payment of any other charges payable hereunder, without any obligations to account therefor to the Mortgagor.

6. Maintenance and Repair of the Premises. A. The Mortgagor shall at all times maintain the Premises in good condition and repair; shall not commit or suffer any waste of the Premises; shall not by way of any act or omission do or permit to be done to, in, upon, or about the Premises, or any part thereof, anything that may in any way substantially impair or depreciate the value thereof, or any part thereof, or substantially diminish, weaken, or impair the security of this Mortgage; and shall comply with, or cause to be complied with, all statutes, ordinances and requirements of any federal, state or local governmental authority relating to the Premises.

B. The Mortgagor shall promptly repair, restore, replace or rebuild any part of the Premises that is damaged or destroyed by fire or any other casualty, or which may be affected by any proceeding in the nature of condemnation;

C. The Mortgagor shall not alter, remove or demolish any buildings or improvements on the Premises without the prior written consent of the Mortgagee.

D. If, in the opinion of the Mortgagee, the Premises are in danger of destruction or deterioration, the Mortgagee, upon one (1) day's prior written notice, may enter upon the Premises and may perform such acts thereon, or with respect thereto, as it may deem suitable for the preservation or protection of the Premises, and may thereafter vacate the Premises or hold possession thereof at its option, all without duty to report to the Mortgagor.

7. Disposition of Insurance Proceeds. A. In case of loss or damage by fire or other casualty to the Premises, the Mortgagee may, in its sole discretion, settle and adjust any claim under any applicable insurance policy or allow the Mortgagor to settle such claim. In either event, the Mortgagee shall collect all proceeds of any insurance policy paid by reason of such loss, and will make such proceeds available to the Mortgagor for the purpose of reconstruction or restoration of the Premises, subject to the following conditions:

(i) The plans and specifications for the reconstruction or restoration of the Premises shall be subject to the prior written approval of the Mortgagee; and

(ii) In the event the Mortgagee determines, in its sole discretion, that the insurance proceeds are insufficient to complete the reconstruction or restoration of the Premises in accordance with the plans and specifications approved by the Mortgagee, the Mortgagor shall deposit with the Mortgagee, within a period of forty-five (45) days after written demand therefore, such additional funds as shall be deemed necessary by the Mortgagee to so complete the reconstruction or restoration of the Premises; and

(iii) The insurance proceeds disbursed do not exceed 100% of the costs actually incurred in the reconstruction or restoration of the Premises; and

(iv) The loan to value ratio of the reconstructed Premises, in the Mortgagee's sole opinion, is not more than seventy-five (75%) percent; and

(v) The insurance proceeds will be disbursed under procedures established by the Mortgagee for disbursement of proceeds under construction loans, and the Mortgagee shall be entitled to an administrative fee equal to \$500.00 for every disbursement or partial disbursement of the Proceeds made; and

(vi) The Mortgagor shall be responsible for the payment of, and shall reimburse the Mortgagee for, all documented third party costs incurred by the Mortgagee, including, but not limited to, reasonable consulting, engineering, architectural and legal fees and travel expenses;

(vii) The net operating income from the Premises shall be sufficient to continue to service the loan; and:

(viii) At the time of the occurrence of such casualty, and at the time any such disbursement of such award is sought, the Mortgagor is not in default as defined pursuant to paragraph 24 below.

B. If in the opinion of the Mortgagee the insurance proceeds, together with any additional funds deposited by the Mortgagor, are insufficient to rebuild or restore the Premises, the Mortgagee may apply the insurance proceeds to the reduction of the Mortgagor's obligations hereunder and its indebtedness under the Note. If the proceeds are used for the restoration of the Premises and any surplus shall exist after such restoration, such surplus may, at the option of the Mortgagee, be held and applied to the reduction of the Mortgagor's indebtedness under the Note.

8. Assignment and Disposition of Condemnation Awards. A. In the event of a taking by eminent domain, change of grade of streets, or other injury to, or decrease in the value of, the Premises by any public or quasi-public authority or corporation, the Mortgagor hereby assigns to the Mortgagee all awards heretofore or hereafter made for damages suffered or compensation paid by reason of a taking for public or quasi-public use and authorizes the Mortgagee to collect and receive such award and to give receipts and acquittances therefor. The Mortgagor hereby agrees, upon request, to make, execute and deliver any and all additional assignments and other instruments sufficient, necessary or proper for the purpose of assigning said awards to the Mortgagee, free and clear of any liens or encumbrances of any kind or nature whatsoever. In the event that all or substantially all of the Premises are taken by eminent domain or in the event that less than all or substantially all of the Premises are so taken, and the Mortgagee determines, in its sole discretion, that the Premises cannot be restored or repaired to a condition which does not impair the Mortgagee's collateral hereunder, then the award shall be applied by the Mortgagee to the payment and satisfaction of the Mortgagor's indebtedness under the Note and the obligations of the Mortgagor hereunder, including the reimbursement of all expenses incurred by the Mortgagee, and the balance of the award, if any, shall be released to the Mortgagor. In the event the Mortgagee determines, in its sole discretion, that the Premises can be adequately restored or repaired in a manner which preserved the collateral hereunder, the award or payment made in respect of such taking shall be made available to the Mortgagor for the purpose of reconstruction or restoration of the Premises, subject to conditions (i) through (vii) of paragraph 7A hereof regarding the disposition of insurance proceeds.

B. If in the opinion of the Mortgagee the condemnation award, together with any additional funds deposited by the Mortgagor, are insufficient to rebuild or restore the Premises, the Mortgagee may apply the condemnation award to the reduction of the Mortgagor's obligations hereunder and its indebtedness under the Note. If the proceeds are used for the restoration of the Premises and any surplus shall exist after such restoration, such surplus may, at the option of the Mortgagee, be held and applied to the reduction of the Mortgagor's indebtedness under the Note.

C. If prior to the receipt by the Mortgagee of such award or payment the Premises shall have been sold as a result of the foreclosure of this Mortgage, the Mortgagee shall have the right to receive the 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.

9. Assignment of Rents. The Mortgagor hereby assigns to the Mortgagee the rents, issues and profits ("Rents") of the Premises as further security for the payment of the indebtedness evidenced by the Note and the performance of the obligations of the Mortgagor hereunder, and the Mortgagor grants to the Mortgagee the right to enter upon and to take possession of the Premises for the purpose of collecting the same and to let the Premises, or any part thereof, and to apply the Rents after payment of all necessary charges and expenses on account of said indebtedness. This assignment shall continue in effect until the Note has been paid in full and all obligations under this Mortgage have been fulfilled. Notwithstanding the foregoing, the Mortgagee hereby waives the right to enter upon and take possession of the Premises for the purpose of collecting the Rents thereof until an Event of Default shall occur hereunder, and the Mortgagor shall be entitled to collect and receive such Rents and agrees to use such Rents in payment of principal and interest becoming due under the Note and in payment of Taxes and Premiums becoming due hereunder, but such right of the Mortgagor may be revoked by the Mortgagee on five (5) days' prior written notice upon the occurrence of an Event

of Default (as defined in paragraph 24 hereof). The Mortgagor will not, without the written consent of the Mortgagee, receive or collect Rent from any tenant of the Premises, or any part thereof, for a period in excess of one (1) month in advance (except security deposits), and in the event of any default under this Mortgage will pay monthly in advance to the Mortgagee or to any receiver appointed to collect said Rents, the fair and reasonable rental value for the use and occupation of the Premises or of such part thereof as may be in the possession of the Mortgagor, and upon the default of any such payment will vacate and surrender the possession of the Premises to the Mortgagee or to such receiver and in default thereof may be evicted by summary proceeding. The Mortgagor hereby agrees that it shall, upon request, execute, acknowledge and deliver to the Mortgagee such further and additional assignments and other instruments as shall be reasonably required for the purpose of assigning the Rents of the Premises, as described hereinabove.

10. Lease Subordination. In the event the Mortgagor shall lease to a tenant all or any portion of the Premises, it shall include in such lease or leases a provision subordinating such lease or leases to the lien of this Mortgage or any renewals, amendments, changes, modifications, consolidations, extensions or replacements thereof, or any new or additional mortgage.

11. Security Interest. The Mortgagor hereby grants to the Mortgagee a security interest in the Personal Property owned by the Mortgagor which is now or hereafter placed upon or installed in or within the Premises, together with any and all additions and accessions thereto and replacements and substitutions therefor. The Mortgagor acknowledges and agrees that this Mortgage constitutes a security agreement and is intended to create a security interest in the Personal Property in favor of the Mortgagee and to further constitute a fixture filing in accordance with the provisions of the Uniform Commercial Code in effect in the state in which the Premises are located. The security interest granted herein shall be self-operative with respect to the Personal Property, but nevertheless, the Mortgagor agrees to execute and deliver on demand such security agreements, financing statements, continuation statements, and other instruments, and to pay any and all filing and recording fees, as the Mortgagee may request in order to impose and perfect the lien granted hereunder, more specifically upon any of such Personal Property.

12. Title, Liens and Encumbrances. The Mortgagor represents, warrants and covenants that it is, and shall remain during the term of this Mortgage, the owner of all right, title and interest in and to the Premises, free and clear of all mortgages, liens, and other encumbrances; that this Mortgage is and shall remain at all times a first mortgage lien against the Premises; and that the Mortgagor shall not grant, allow or suffer any easement, restriction, encroachment or other liens or encumbrances, without the prior written consent of the Mortgagee in each instance; that the Mortgagor shall immediately notify the Mortgagee in writing of any mechanic's liens or other liens asserted against the Premises of which it becomes aware, and shall eliminate such liens by bonding, or otherwise, within thirty (30) days of the date the Mortgagor becomes aware of such liens.

13. Acceleration Upon Sale or Encumbrance. Upon the sale, transfer, hypothecation, mortgage, assignment, lien or encumbrance, whether voluntary, involuntary or by operation of law, affecting all or any part of the Premises or any interest therein, or if the Mortgagor is a corporation or partnership in the event of a change in ownership or control of the Mortgagor, without the prior written consent of the Mortgagee, the Mortgagee shall have the option, exercisable in its sole discretion, to declare the entire indebtedness due under the Note to be immediately due and payable.

14. Right of Inspection. The Mortgagee or any of its agents, employees or designees, shall have the right to enter upon the Premises at any reasonable time for the purpose of inspecting the same and ascertaining the Mortgagor's compliance with the terms and conditions hereof.

15. Continuation of Obligation. The obligation of the Mortgagor under this Mortgage and the Note shall continue until the entire indebtedness secured hereunder shall be paid in full, notwithstanding any loss or damage to the Premises resulting from fire or other casualty, or any taking by eminent domain or other condemnation proceedings, or any action or actions commenced by the Mortgagee for partial foreclosure or to recover any installment of principal and interest, Taxes, or Premiums due hereunder, or to recover any other amounts due and payable pursuant to the provisions of this Mortgage. In the event of any delinquency by the Mortgagor in the payment of any such sums, the Mortgagee may, at its option, institute an appropriate proceeding to collect such delinquent item without causing the remaining balance of the indebtedness due under the Note to become due and payable, and in such event the Mortgagor shall pay all reasonable attorney's fees and expenses incurred in the collection of such delinquent sum or sums.

16. Partial Payments. In the event the Mortgagee shall receive from the Mortgagor any sums in respect of the payment of an installment of interest, principal, Taxes or Premiums due hereunder or under the Note less than the full amount then due and payable, the Mortgagee may, but shall not be obligated to, accept such sum regardless of any endorsement or condition expressed by the Mortgagor with respect to such partial payment, and if the Mortgagee elects to accept such payment, it may hold the same or any part thereof without liability or interest in its general account; and it may, from time to time, apply the same or any part thereof to the indebtedness under the Note, to the payment of Taxes and Premiums or to any other expense, including reasonable attorney's fees and disbursements incurred by the Mortgagee in attempting to collect the amount due and owing hereunder and under the Note and in bringing any foreclosure proceedings with respect to this Mortgage.

17. Late Charge. In the event any installment of interest or principal, Taxes or Premiums are not received within ten (10) days of the due date of such installment, the Mortgagor shall pay a late fee equal to four (4%) of the delinquent installment, or the maximum late fee permitted by law, whichever is less, to defray part of the cost of collection occasioned by any late payment, as liquidated damages, not as a penalty, since actual damages are impossible to determine at this time.

18. Payments by the Mortgagee, Default Interest. A. In the event the Mortgagee shall pay or incur any expense necessary to maintain the security of this Mortgage, including, without limitation, Taxes and Premiums, or shall perform any of the Mortgagor's covenants and agreements herein contained, any such payments, costs or expenses incurred in performing the Mortgagor's covenants and agreements shall be deemed part of the indebtedness secured by this Mortgage, shall bear interest from the date of payment at a rate per annum equal to eighteen (18%) percent or the maximum rate of interest allowed by law, whichever is less, and shall be immediately due and payable by the Mortgagor.

B. In the event of a default hereunder and the acceleration of the principal indebtedness due under the Note, the entire outstanding principal indebtedness shall bear interest from the date of acceleration at a rate per annum equal to eighteen (18%) percent or the maximum rate of interest allowed by law, whichever is less.

19. Estoppel Certificate. The Mortgagor shall within ten (10) days of any request by the Mortgagee furnish a written statement, duly acknowledged by the Mortgagor, of the amount of indebtedness due under the Note and this Mortgage, and whether any offsets or defenses exist against such indebtedness or this Mortgage and, if so, specifying the nature thereof.

20. Books and Records. The Mortgagor shall furnish to the Mortgagee annually, within ninety (90) days next following the end of the fiscal year of the Mortgagor, with (i) a complete executed copy of an annual financial statement prepared in accordance with generally accepted accounting practices on a cash basis certified by the Mortgagor, covering the operation of the Premises for such fiscal year and containing a balance sheet, income statements, cash flow statements, and shall otherwise be in form and substance satisfactory to the Mortgagee and (ii) complete executed copies of annual financial statements of the Mortgagor for such fiscal year, prepared in accordance with generally accepted accounting practices certified by the Mortgagor, and shall otherwise be in form and substance satisfactory to the Mortgagee.

21. Rent Roll Statement. The Mortgagor shall deliver to the Mortgagee, together with the operating and financial statements required pursuant to paragraph 20 hereof; and at such other times as shall be reasonably requested by the Mortgagee, a detailed rent roll certified by an officer of the Mortgagor as true and accurate, listing and describing each of the leases and tenancies affecting the Premises, and stating whether there exists any defaults by the landlord or tenants thereunder.

22. Hazardous Substances. A. The Mortgagor represents and warrants that to the best of its knowledge, after due inquiry, no "Hazardous Substances" (as hereinafter defined) in excess of quantities permitted by law have been generated, released, stored or deposited over, beneath, or on the Premises, or on any structure located on the Premises, or have been used, or will be used, in the construction of all or any portion of the Premises, nor has any part of the Premises been used for, or as, a landfill, the result of which would impose any liability on the Mortgagee under any applicable federal, state or local law, regulation or ordinance. The Mortgagor at all times shall keep the Premises free of Hazardous Substances in excess of quantities permitted by law, and shall not permit its tenants or any third party to use, generate, manufacture, store, release, threaten to release, or dispose of Hazardous Substances in excess of quantities permitted by law, in, on, or about the Premises.

B. The Mortgagor shall give the Mortgagee prompt written notice of any claim by any person, entity or governmental agency that a release or disposal of Hazardous

Substances has occurred on the Premises; shall, by means of a properly licensed and qualified engineering firm reasonably acceptable to the Mortgagee, regularly conducting such studies and at its own cost and expense, promptly and thoroughly investigate suspected Hazardous Substances in any way contaminating the Premises, and shall forthwith remove, repair, clean up, or detoxify any such Hazardous Substances from the Premises, whether or not such actions are required by law and whether or not the Mortgagor was responsible for the existence of the Hazardous Substances in, on, or about the Premises.

C. The Mortgagor further agrees that if any rules, regulations, laws or ordinances are promulgated by any federal, state or local governmental agency, which would impose a lien upon the Premises senior to this Mortgage for the cost of, or to secure the obligations of, the removal of any Hazardous Substances, the Mortgagor shall thereafter within ninety (90) days deliver to the Mortgagee a report of a properly licensed and qualified engineering firm reasonably acceptable to the Mortgagee regularly conducting such studies, confirming that no Hazardous Substances are then being stored in, on, or about the Premises, and that there has been no release or threat of release upon, in, or beneath the Premises of any Hazardous Substances.

D. As used herein, "Hazardous Substances" shall mean any substance or material defined or designated as hazardous or toxic waste, hazardous or toxic material, hazardous or toxic substance, or other similar term, by any federal, state or local environmental statute, regulation or ordinance presently in effect or hereafter promulgated, as such statutes, regulations and ordinances may be amended from time to time.

23. Indemnification. The Mortgagor hereby agrees to indemnify, and hold the Mortgagee harmless from and against any and all claims, demands, damages, losses, liens, liabilities, penalties, fines, lawsuits, and other proceedings, and the cost and expense, including, without limitation, reasonable attorney's fees arising directly or indirectly from, or out of, or in any way connected with, any Hazardous Substances located on, or affecting the Premises, whether or not the same originates or emanates from the Premises or any contiguous real estate, including, but not limited to, any loss of value of the Premises as a result of the existence of such Hazardous Substances, claims of third parties, including governmental agencies for damages, penalties, costs and/or injunctive or other relief, the cost of removal and restoration, including fees of attorneys and experts, and the cost of reporting the existence of any Hazardous Substances to any governmental agency, and any liability asserted against the Mortgagee by any third party as a result of the violation of the representation contained in paragraph 22A hereinabove. The Mortgagor further agrees that it shall, upon request, execute and deliver to the Mortgagee such further and additional agreements and indemnifications as shall be reasonably required by the Mortgagee to effectuate the foregoing.

24. Events of Default. The entire principal indebtedness due under the Note, together with all accrued interest, and any and all other charges provided for herein, shall become immediately due and payable at the election of the Mortgagee, if any one or more of the following events of default shall occur for any reason whatsoever, and whether such occurrence shall be voluntary, involuntary or come about or be affected by operation of law, or pursuant to, or in compliance with any judgment, decree or order of any court or any rule or regulation of any administrative or governmental body:

A. Default in the payment of any installment of principal or interest under the Note, when due and payable, and such default shall continue for a period of ten (10) days after the due date;

B. Default in the payment of any installment of Taxes or Premiums, or any other charges or payments due in accordance with the terms of the Note or this Mortgage, and such default shall continue for a period of ten (10) days after the due date;

C. Default in the due and punctual observance and performance of any of the covenants, conditions or agreements of the Mortgagor contained in this Mortgage and any other documents executed in connection herewith, except payments due under the Note, and such default shall not be completely cured or remedied within the period of ten (10) days after written notice to, or actual knowledge by, the Mortgagor of the same, or if such default shall be of such a nature that the same cannot be completely cured or remedied within said ten (10) day period, and the Mortgagor shall not have diligently commenced curing such default and undertaken all steps necessary to adequately protect the Premises and its occupants, tenants and invitees against all violations of law, hazards, perils, damage and injury within said ten (10) day period, and shall not thereafter with due diligence and in good faith proceed to completely remedy and cure such default;

D. Failure to keep the improvements on the Premises and the Personal Property insured against loss by fire and other casualties or provide and maintain in

full force and effect all insurance coverage required hereunder, subject to the provisions of subparagraph C hereinabove;

E. Any certificate, statement, warranty or representation heretofore or hereafter furnished by or on behalf of the Mortgagor pursuant to, or in connection with, this Mortgage, including all representations and warranties contained herein, shall have been false or shall have omitted any substantial, contingent or unliquidated liability or claim against the Mortgagor, subject to the provisions of subparagraph C hereinabove;

F. The Mortgagor or any guarantor of the Note shall be adjudicated a bankrupt, or if any proceeding against the Mortgagor seeking any reorganization, arrangement, composition, adjustment, liquidation, dissolution or similar relief under the present or any future federal Bankruptcy Act or any applicable federal, state or other statute, law or regulation shall remain undismissed or unstayed for an aggregate of sixty (60) days, whether or not consecutive, after the commencement thereof; or any trustee, receiver or liquidator of the Mortgagor or any guarantor of the Note of all or any part of its or his properties shall be appointed, and such appointment shall remain unvacated or unstayed for an aggregate of sixty (60) days, whether or not consecutive;

G. The Mortgagor or any guarantor of the Note shall commit an act of bankruptcy or make an assignment for the benefit of creditors, or shall admit in writing an inability to pay debts as they become due, or shall file a voluntary petition in bankruptcy, or shall file a petition or answer seeking a reorganization, rearrangement, composition, adjustment, liquidation, dissolution or similar relief under the present or any future federal Bankruptcy Act or any other applicable federal, state or other statute, law or regulation or shall seek or consent to the acquiescence of the appointment of any receiver, trustee or liquidator of the Mortgagor or any guarantor of the Note of all or any part of its or his properties;

H. The attachment, seizure, levy upon, or taking of possession by a receiver, custodian or assignee for the benefit of creditors of all or any part of the Premises or any other property of the Mortgagor or any guarantor of the Note;

I. The failure to maintain buildings and improvements located upon the Premises and the Personal Property in the same condition as it existed at the time of the execution of this Mortgage and as thereafter improved with the consent of the Mortgagee, subject to the provisions of subparagraph C hereinabove;

J. The commencement of any program or proceeding to alter or amend the use of the Premises in violation hereof;

K. The failure to comply with any requirement or order or notice of violation of law or ordinance issued by any governmental department or agency claiming jurisdiction over the Premises within a period of sixty (60) days from the issuance thereof, or such lesser period as shall be specified in the requirement, order or notice of violation;

L. The failure of the Mortgagor to maintain its business in good standing under the applicable regulations of the agencies or governmental authorities having jurisdiction thereof, or its failure to receive and maintain whatever licenses are required, or shall be required, for the operation of the Premises; and

M. Default by the Mortgagor under any document, other than the Note, executed and delivered in connection with this Mortgage, subject to the provisions of subparagraph C hereinabove.

25. Rights and Remedies of the Mortgagee. At any time after the occurrence of an event of default hereunder, the Mortgagee shall have the following the rights and remedies:

A. Without notice and without releasing the Mortgagor from any obligation hereunder to cure any default, and in connection therewith, the Mortgagee shall be entitled to enter upon the Premises and to do such acts and things as the Mortgagee shall deem necessary or desirable to protect the security hereof, including, without limitation, to appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of the Mortgagee hereunder, to pay, purchase, contest or compromise any encumbrance, charge, lien or claim of lien, which, in the judgment of the Mortgagee, is, or may be, prior or superior to this Mortgage, to pay Taxes, to pay Premiums with respect to insurance required to be carried hereunder, and to employ counsel, accountants, contractors and other appropriate persons to assist the Mortgagee.

B. To commence and maintain an action or actions in any court of competent jurisdiction to foreclose this Mortgage and the security interest granted herein, or to

obtain specific enforcement of the covenants of the Mortgagor hereunder, and the Mortgagor agrees that such covenants shall be specifically enforceable by injunction or any other appropriate equitable remedy, and that for the purposes of any action brought hereunder, the Mortgagor waives the defense of laches and any statute of limitations.

C. To enter upon, possess, manage and operate the Premises or any part thereof, to make, terminate, enforce or modify the leases for all or any part of the Premises upon such terms and conditions as the Mortgagee deems proper; and to make repairs, alterations and improvements to the Premises necessary in the Mortgagee's judgment to protect or enhance the security hereof.

D. To enforce and realize upon, or waive, the security hereunder and any other security now or hereafter held by the Mortgagee in such order and manner as the Mortgagee may in its sole discretion determine, whether concurrently or successively and in one or several consolidated independent judicial actions or lawfully taken non-judicial proceedings, or both.

E. With respect to all or part of the Personal Property, the Mortgagee shall have all of the rights and remedies of a secured party under the Uniform Commercial Code in effect in the state in which the Premises is located.

F. In any action to foreclose this Mortgage, the Mortgagee shall be entitled to a judgment, which shall provide that if the foreclosure sale proceeds are insufficient to satisfy the judgment, execution may issue for any deficiency against the Mortgagor and any guarantor of the Note made a party to such action.

G. In any action to foreclose this Mortgage, the court upon request of the Mortgagee, may appoint a Receiver of the Premises either before or after a foreclosure sale, without notice and without regard to the solvency or insolvency of the Mortgagor at the time of the application for such Receiver, and without regard to the value of the Premises, and the Mortgagee or any holder of the Note may be appointed as such receiver or as mortgagee in possession. The receiver or the mortgagee in possession shall have the power to collect the Rents of the Premises during the pendency of such foreclosure action, and in case of a sale and a deficiency, during the full statutory period of redemption, if any, whether there be a redemption or not, as well as during all other times, when the Mortgagor, except for the intervention of the receiver or mortgagee in possession, would be entitled to collect such Rents, together with all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the Premises during the whole of said period.

H. In the event of a foreclosure sale, the Premises may, at the option of the Mortgagee, be sold in one or more parcels.

I. The proceeds of any foreclosure sale of the Premises shall be distributed and applied first to the payment of all costs and expenses incurred and incident to the foreclosure proceeding, including attorney's fees, appraisal fees, and all other costs and expenses incurred in the preservation of the Premises; then to the reimbursement of the Mortgagee for costs and expenses incurred in the payment of any of the Mortgagor's obligations hereunder, including, without limitation, any payments made by the Mortgagee for Taxes and Premiums; then to the payment of the indebtedness due under the Note; and finally any excess to any parties entitled thereto, as their rights may appear.

J. In the event the Mortgagee makes application for any provisional remedy, no bond or other security shall be required to be posted by the Mortgagee.

26. Remedies Cumulative. All of the rights and remedies conferred upon the Mortgagee by this Mortgage, the Note and all other documents evidencing and securing the payment of the Note and conferred by law and equity shall be cumulative and in addition to every other right, power and remedy, express or implied, now or hereafter existing at law and in

equity, and each and every right, power and remedy herein or therein set forth or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient by the Mortgagee.

27. Non-Waiver. A waiver by the Mortgagee of any right or remedy hereunder on any occasion, or the failure of the Mortgagee to insist upon the strict performance by the Mortgagor of any of the terms and provisions of this Mortgage on any occasion, shall not be deemed a waiver of such right or remedy or of any terms and provisions hereof; and the Mortgagee, notwithstanding such prior waiver or failure, shall have the right thereafter to insist upon the strict performance by the Mortgagor of all of the terms and provisions of this Mortgage and the Note. A delay or discontinuance by the Mortgagee of the exercise of any such

right or remedy shall not impair the subsequent exercise of any such right or remedy and shall not be construed to be a waiver thereof:

28. No Release. Neither the Mortgagor nor any guarantor of the Note shall be relieved of any obligation by reason of the failure of the Mortgagee to comply with any request of the Mortgagor or any such guarantor to take action to foreclose this Mortgage or otherwise enforce any provisions of this Mortgage or of any obligation secured by this Mortgage, or by reason of the release, regardless of the consideration, of the whole or any part of the security held for the indebtedness secured hereunder, or by reason of any agreement or stipulation between any subsequent owner or owners of the Premises and the Mortgagee extending the time of payment or modifying the terms of the Note or this Mortgage without first having obtained the consent of the Mortgagor or any such guarantor, and in the latter event the Mortgagor and any such guarantor shall continue to make such payments according to the terms of any such agreement or extension or modification, unless expressly released or discharged in writing by the Mortgagee.

29. Evasion of Prepayment Premium. A tender of payment of the amount necessary to satisfy the entire indebtedness secured hereby made at any time after default and prior to a foreclosure sale by the Mortgagor or any guarantor of the Note shall constitute an evasion of the prepayment premium provided for in the Note. Such tender of payment shall be considered to be a prepayment of the Note and shall include the prepayment premium required by the terms thereof:

30. Filing Fees, Costs and Expenses. A. The Mortgagor shall pay all filing, registration, recording, search and title insurance fees, and all other costs and expenses incident to the execution and delivery of this Mortgage, the Note, and all other documents referred to herein, including, without limitation, all federal, state, county, municipal taxes, duties, imposts, assessments and charges arising out of, or in connection with, the execution, delivery, filing, recording, registration of this Mortgage and any other documents referred to herein.

B. The Mortgagor shall pay any and all costs, expenses and disbursements, including reasonable attorney's fees, incurred in connection with, or arising out of, the occurrence of an event of default thereunder or under the Note or any other document executed and delivered in connection herewith, whether or not such event of default results in the acceleration of the indebtedness due under the Note, and the amount thereof shall be added to the Mortgagor's indebtedness to the Mortgagee and shall bear interest in accordance with the provisions of paragraph 18 hereof and shall be secured by this Mortgage until paid in full.

31. Corporate, Partnership or Other Authorization. The Mortgagor (if a corporation, partnership or other entity) represents and warrants that it is a corporation, partnership, or other entity, as the case may be, duly organized, validly existing and in good standing under the laws of the state of its formation, and is duly qualified to do business in the state in which the Premises are located; that the Mortgagor is duly authorized and empowered to execute, acknowledge and deliver this Mortgage and all documents required hereunder; that all corporate or partnership action on its part required for the issuance and delivery of this Mortgage and the other documents referred to herein have been duly and effectively taken; and that this Mortgage and all documents executed in connection herewith constitute valid and enforceable obligations of the Mortgagor.

32. Notices. All notices, exercises of right, requests, demands and other communications provided for in this Mortgage shall be in writing and unless otherwise specifically provided for herein, shall be deemed to have been given at the time when personally delivered to the Mortgagor at, or mailed at any general or branch United States Post Office enclosed in a registered or certified post-paid envelope, return receipt requested, addressed to, the address of the Mortgagor as set forth at the head of this Mortgage or such other changed address of the Mortgagor as may have fixed by notice; provided, however, that any change of address shall be effective only upon its receipt by the Mortgagee.

33. Incorporation by Reference. All of the terms contained in the Note and all other agreements or documents delivered in connection with this Mortgage are hereby incorporated herein by reference and made a part hereof to the same extent as if fully set forth herein.

34. Entire Agreement. This Mortgage, the Note and all other documents referred to and incorporated herein contain the entire agreement between the parties hereto and cannot be changed, amended, modified or revised in any manner whatsoever, except by another instrument in writing duly executed by the parties hereto.

35. Binding Effect. This Mortgage shall run with the land and shall bind the Mortgagor, its heirs, personal representatives, successors and assigns, and all subsequent

owners, lienholders, tenants and sub-tenants of the Premises, and shall inure to the benefit of the Mortgagee, the personal representatives, successors and assigns of the Mortgagee and all subsequent holders of this Mortgage. In the event the Mortgagor shall comprise more than one person, firm or corporation; their obligations hereunder shall be considered joint and several.

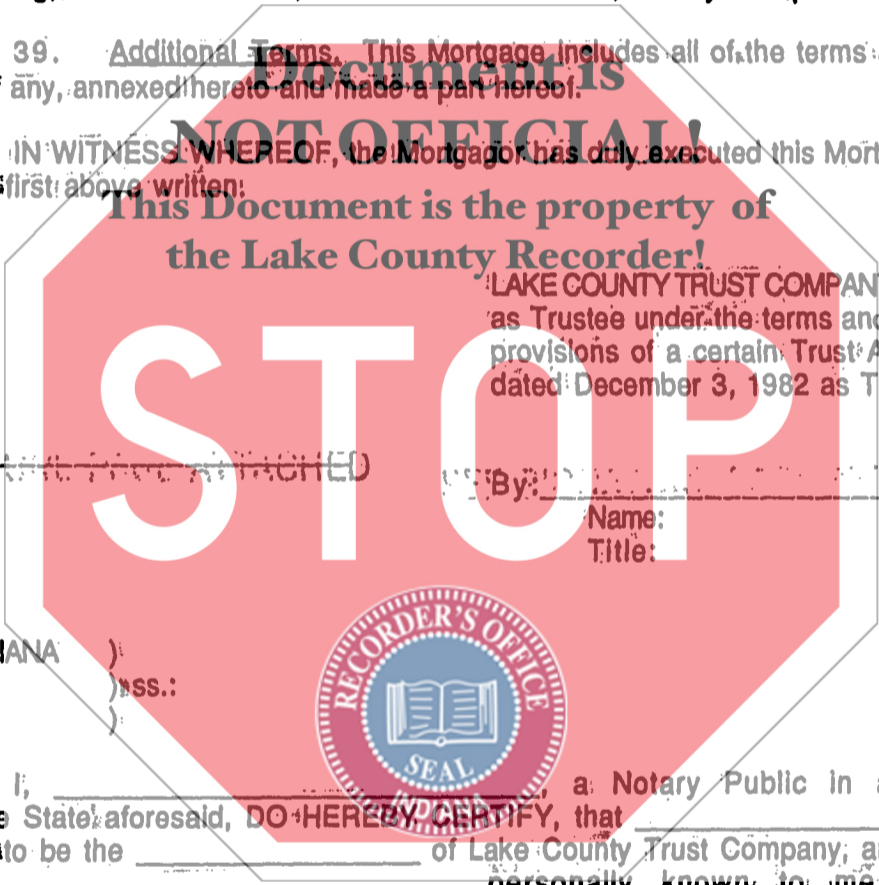
36. Paragraph Headings. The paragraph headings contained in this Mortgage are for reference purposes only and shall not affect the interpretation or the meaning of this Mortgage.

37. Severability. In the event that any term, condition, covenant, agreement, requirement or provision of this Mortgage; the Note or any of the other documents executed in connection with this Mortgage shall be held by any court to be unenforceable, illegal, void or contrary to public policy, such term, condition, covenant, agreement, requirement or provision shall be of no effect whatsoever upon the binding force or effectiveness of any of the other terms, conditions, covenants, agreements, requirements and provisions thereof, it being the intention and declaration of the parties hereto that had they, or any of them, known of such unenforceability, illegality, invalidity or contrariness to public policy, they would have entered into a Mortgage containing all of the other terms, conditions, covenants, agreements, requirements and provisions thereof.

38. Applicable Law. This Mortgage has been executed and delivered and shall be construed and enforced in accordance with the laws of the state in which the Premises are located, including, but not limited to, matters of construction, validity and performance.

39. Additional Terms. This Mortgage includes all of the terms and provisions of the Rider, if any, annexed hereto and made a part hereof.

IN WITNESS WHEREOF, the Mortgagor has duly executed this Mortgage as of the day and year first above written:



Attest:

BY: _____
Name:
Title:

BY: _____
Name:
Title:

STATE OF INDIANA)
) ss.:
COUNTY OF)

I, _____, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that _____ personally known to me to be the _____ of Lake County Trust Company, an Indiana land trust, and _____ of said Trust, whose names are subscribed to the within instrument, appeared before me this day in person and severally acknowledged that as such _____ and _____ they signed and delivered the said instrument of writing as _____ and _____ of said Trust, as their free and voluntary act and as the free and voluntary act and deed of said Trust, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this _____ day of November, 1993.

Notary Public

My Commission Expires:

This Mortgage and Security Agreement is executed by the 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 notes contained shall be construed as creating any liability on the said First party or on said Lake County Trust Company personally to pay the said principal notes 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 the First Party and its successors and said Lake County Trust Company personally are concerned, the legal holder or holders of said principal notes and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises set forth herein 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 Act (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.

IN WITNESS WHEREOF, LAKE COUNTY TRUST COMPANY, not personally but as Trustee as aforesaid has caused these presents to be signed by its Trust Officer and attested by its Assistant Secretary this 17th day of November, 1993.

LAKE COUNTY TRUST COMPANY, not personally but as Trustee under the provisions of a Trust Agreement dated December 3, 1982 and known as Trust No. 3306.

BY: Elaine M. Worstell
Elaine M. Worstell-Trust Officer

ATTEST:
BY: Sandra L. Stiglitz
Sandra L. Stiglitz-Ass't. Secretary

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within names Officers of 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 17th day of November, 1993.

Laura L. Anderson
Laura L. Anderson-Notary Public

My Commission Expires: November 11, 1995
Resident: Lake County, Indiana

SCHEDULE A

Part of Section 21, Township of 35 North, Range 8 West of the 2nd P.M., Lake County, Indiana, described as commencing on the Northeast corner of said Section 21; thence South along the East line of said Section 21, 300.00 feet to the point or place of beginning; thence continuing South along said East line, 126.00 feet; thence West and parallel with the North line of said Section 21, 250.00 feet; thence North and parallel with said East line, 126.00 feet; thence East and parallel with said North line, 250.00 feet to the point or place of beginning, Lake County, Indiana.



**RIDER TO MORTGAGE AND SECURITY AGREEMENT
BETWEEN**

**LAKE COUNTY TRUST COMPANY, as Trustee under the terms and provisions of a
certain Trust Agreement dated December 3, 1982 and known as Trust No. 3306,
AS MORTGAGOR
AND
FORTIS BENEFITS INSURANCE COMPANY,
AS MORTGAGEE**

The Mortgage shall include the following additional provisions:

40. **Suspension of Tax and Insurance Premium Escrow.** Notwithstanding the provisions of paragraph 4 of the Mortgage to the contrary, the Mortgagee agrees to waive the provisions requiring the payment into escrow of Taxes and Premiums, for so long as (i) no change in the ownership or management of the Mortgaged Property, or of the ownership or control of the Mortgagor in violation of any provision of this Mortgage has occurred, (ii) no Event of Default exists under the Note or this Mortgage, and (iii) all Taxes are paid prior to their respective due dates and all Premiums are paid at least thirty (30) days prior to the expiration dates of the applicable Policies covered thereby, and proof of such payment in form and substance satisfactory to the Mortgagee is provided to the Mortgagee before the date when the item in question would have become delinquent or such policy would have expired, as the case may be. Should any of the foregoing conditions not be met, as determined solely by the Mortgagee, the waiver set forth herein shall, at its option, terminate at any time and the escrow provisions of the Mortgage shall be immediately reinstated.

41. **Exculpation.** A. Notwithstanding anything to the contrary contained in paragraph 25F or any other provision of the Mortgage or the Note, and except as provided in clauses B and C below, the liability and obligation of the Mortgagor to perform and observe and make good the obligations contained in the Note and the Mortgage shall not be enforced by any action or proceeding wherein damages or any money judgment shall be sought against the Mortgagor, except a foreclosure action against the Premises, but any judgment in any such foreclosure action shall be enforceable against the Mortgagor, only to the extent of the Mortgagor's interest in the Premises and in the income therefrom and the Mortgagee hereby irrevocably waives any and all right to sue for, seek or demand any deficiency judgment against the Mortgagor in any such foreclosure action, under or by reason of or under or in connection with the Note or the Mortgage.

B. Notwithstanding the foregoing, the Mortgagee's agreement to waive recourse as provided in subparagraph 40A above SHALL BE NULL AND VOID and shall be of no further force and effect in the event of:

(i) fraud or misrepresentation made in connection with the Note, the Mortgage, the loan application, or any of the other documents executed in connection with the loan;

(ii) failure to pay all costs, fees and expenses which are provided for in the Note, the Mortgage, or in any other documents executed in connection with the Loan relating to the environmental requirements or any environmental guaranty and indemnification agreement required by the Mortgagee hereunder, the terms of which agreement are hereby incorporated by reference as if set forth in full herein, or a default by the Mortgagor or any indemnitor thereunder.

(iii) the sale, transfer, assignment, encumbrance or conveyance of any interest in the Premises or any interest in the Mortgagor without the prior written consent of the Mortgagee; or

(iv) the filing by the Mortgagor, or a filing against the Mortgagor (and the same is not dismissed within sixty (60) days), of a petition in bankruptcy or a petition or answer seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the bankruptcy laws of the United States or any other similar federal, state or other statute relating to relief from indebtedness, or if a receiver, trustee or liquidator should be approved with respect to the Mortgagor or the Premises or any part thereof.

C. Notwithstanding the foregoing, the Mortgagee's agreement to waive recourse liability as provided in subparagraph 40A above, SHALL BECOME NULL AND VOID and shall be of no further force and effect but only to the extent that the Mortgagee actually suffers loss, costs, expense or damage incurred by the Mortgagor due to:

(i) failure to pay Taxes or Insurance Premiums or charges for labor or materials or any other charges which may create liens on any portion of the Premises;

(ii) the misapplication of (a) proceeds or insurance covering any portion of the Premises, or (b) proceeds of the sale or condemnation of any portion of the Premises, or (c) rents, issues or profits derived from the Premises received by, or on behalf of the Mortgagor subsequent to the occurrence of an Event of Default under the Mortgage or the Note;

(iii) causing or permitting waste to occur in, on or about the Premises and failure to maintain the Premises in good condition and repair, excepting ordinary wear and tear;

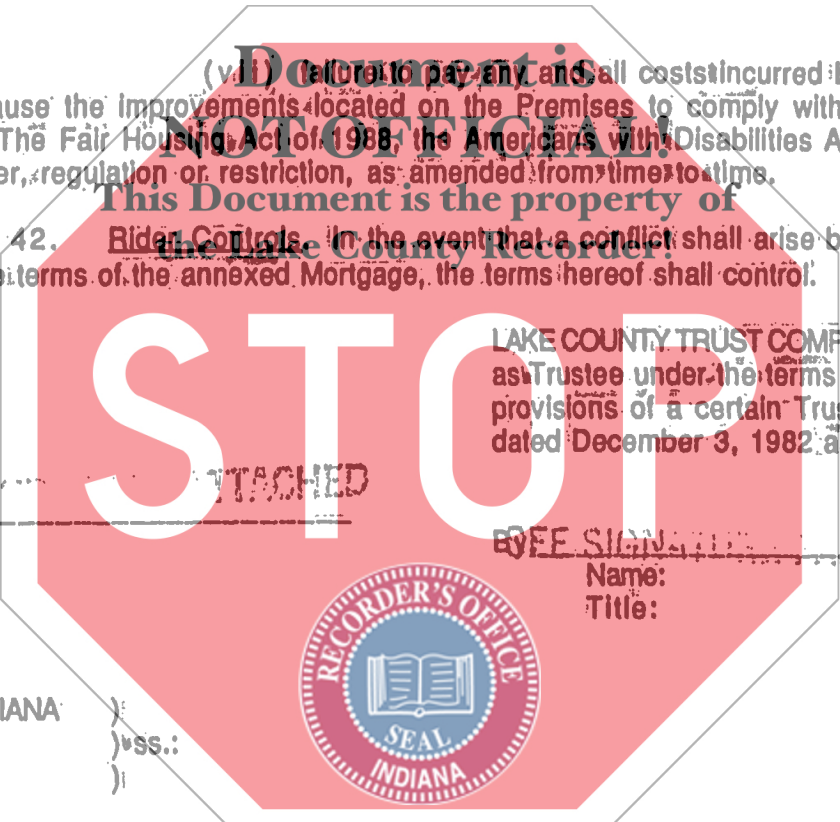
(iv) failure to deliver to the Mortgagee all unearned advance rents under the Premises leases and security deposits paid by tenants or other occupants of the Premises and not refunded to or forfeited by such tenants;

(v) failure to cover the cost of any loss to any portion of the Premises by fire or casualty to the extent not compensated by insurance proceeds collected by the Mortgagee;

(vi) failure to pay any and all unpaid costs and expenses for which the Mortgagor is obligated pursuant to the mortgage loan application dated September 24, 1993; or

(vii) failure to pay any and all costs incurred by the Mortgagee in order to cause the improvements located on the Premises to comply with the accessibility provisions of The Fair Housing Act of 1988, the Americans with Disabilities Act, or any similar law, rule, order, regulation or restriction, as amended from time to time.

42. Rider Controls. In the event that a conflict shall arise between the terms hereof and the terms of the annexed Mortgage, the terms hereof shall control.



LAKE COUNTY TRUST COMPANY,
as Trustee under the terms and
provisions of a certain Trust Agreement
dated December 3, 1982 as Trust No. 3306

Attest:

SBF SIGNATURE

Name:
Title:

OFF SIGNATURE
Name:
Title:

STATE OF INDIANA

COUNTY OF

SS:

I, _____, a Notary Public in and for said County, in the State aforesaid; DO HEREBY CERTIFY, that _____ personally known to me to be the _____ of Lake County Trust Company, an Indiana land trust, and _____ personally known to me to be the _____ of said Trust, whose names are subscribed to the within instrument; appeared before me this day in person and severally acknowledged that as such _____ and _____ they signed and delivered the said instrument of writing; as _____ and _____ of said Trust, as their free and voluntary act and as the free and voluntary act and deed of said Trust, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this _____ day of November, 1993.

Notary Public

My Commission Expires:

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against LAKE COUNTY TRUST COMPANY on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

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 representations 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.

The information contained in this instrument has been furnished the undersigned by the beneficiary/beneficiaries under aforesaid Trust and the statements made therein are made solely in reliance thereon and no responsibility is assumed by the undersigned, in its individual capacity for the truth or accuracy of the facts herein stated.

IN WITNESS WHEREOF, LAKE COUNTY TRUST COMPANY, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Trust Officer and attested by its Assistant Secretary this 22nd day of November, 1993.

LAKE COUNTY TRUST COMPANY, not personally but as Trustee under the provisions of a Trust Agreement dated December 3, 1982 and known as Trust No. 3306.

BY: Elaine M. Worstel
Elaine M. Worstel, Trust Officer

ATTEST:
BY: Sandra L. Stiglitz
Sandra L. Stiglitz, Assistant Secretary

STATE OF INDIANA)
)SS:
COUNTY OF LAKE)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Officers of 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 22nd day of November, 1993.

Laura L. Anderson
Laura L. Anderson-Notary Public

My Commission Expires:

November 11, 1995.

Resident: Lake County, In.