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NBD Bank, N.A.
8585 Broadway, Suite 345
Men. In. 46410
Attn: Tim A. Ornat

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94005760

MORTGAGE AND ASSIGNMENT OF RENTS

This Mortgage and Assignment of Rents is made as of January 13, 1994, between the mortgagor, Lake County Trust Company, as Trustee under a Trust Agreement dated April 30, 1993, and known as Trust Number 4427, whose address is 2200 North Main Street, Crown Point, Indiana 46307 ("Borrower"), to and for the benefit of the mortgagee, NBD Bank, N.A., a national banking association, with offices at 8585 Broadway, Merrillville, Indiana 46410 ("Lender").

WHEREAS, Borrower is indebted and/or obligated to Lender pursuant to:

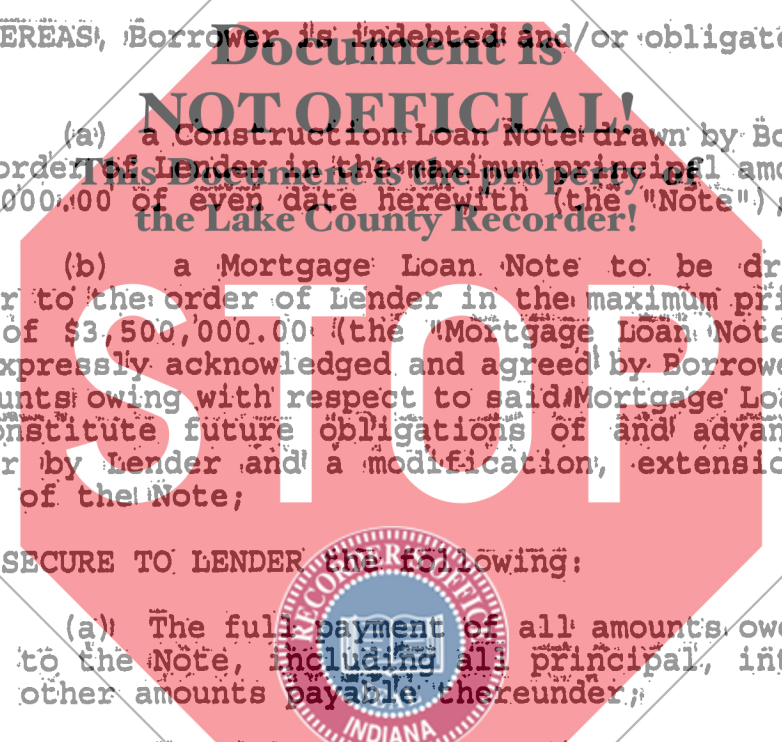
(a) a Construction Loan Note drawn by Borrower to the order of Lender in the maximum principal amount of \$3,500,000.00 of even date herewith (the "Note"), and

(b) a Mortgage Loan Note to be drawn by Borrower to the order of Lender in the maximum principal amount of \$3,500,000.00 (the "Mortgage Loan Note"), it being expressly acknowledged and agreed by Borrower that all amounts owing with respect to said Mortgage Loan Note will constitute future obligations of and advances to Borrower by Lender and a modification, extension, and renewal of the Note;

IN ORDER TO SECURE TO LENDER the following:

(a) The full payment of all amounts owed with respect to the Note, including all principal, interest and all other amounts payable thereunder;

(b) The full payment of all amounts which are or may become owing with respect to a certain Guaranty executed by Donald J. Weiss, and others, for the benefit of Lender of even date herewith (the "Guaranty"), which guarantees payment and performance pursuant to a certain Short Term Loan Note drawn by Super Center, LLC, to the order of Lender in the maximum principal amount of \$2,500,000.00, and will also guaranty payment and performance pursuant to a certain Long Term Loan Note to be drawn by Super Center, Inc., to the order of Lender in the maximum principal amount of \$2,500,000.00, it being expressly acknowledged and agreed by Borrower that all amounts owing with respect to said Long Term Note will constitute future obligations of and advances to Super Center, LLC, by Lender and a modification, extension, and renewal of the Short Term Note as guaranteed pursuant to



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the Guaranty, including all principal and interest payments guaranteed thereunder and all other amounts which are or which may become payable thereunder;

(c) The full payment of all amounts which are or may become owing with respect to a certain Short Term Loan Note drawn by Super Center, LLC, to the order of Lender in the maximum principal amount of \$2,500,000.00, and/or with respect to a certain Long Term Loan Note to be drawn by Super Center, Inc., to the order of Lender in the maximum principal amount of \$2,500,000.00, it being expressly acknowledged and agreed by Borrower that all amounts owing with respect to said Long Term Loan Note will constitute future obligations of and advances to Super Center, LLC, by Lender and a modification, extension, and renewal of said Short Term Loan Note, including all principal and interest payments guaranteed thereunder and all other amounts which are or which may become payable thereunder;

(d) The full payment of all future obligations of and advances to Borrower up to a maximum amount (including all amounts payable with respect to the Note, the Mortgage Loan Note, and the Guaranty) of Twelve Million Dollars (\$12,000,000.00), whether made as an obligation, made at the option of Lender, made after a reduction to a zero (0) balance, or made otherwise, to the same extent as if the future obligations and advances were made on the date of the execution of this Mortgage (collectively, "Future Advances");

(e) the performance by Borrower of all covenants, agreements, promises, payments, and conditions contained in this Mortgage, the Note, the Mortgage Loan Note, and any and all other documents executed by Borrower in favor of or for the benefit of Lender;

(f) the performance of all covenants, agreements, promises, payments, and conditions contained in the Guaranty and any and all other documents executed by Donald J. Weiss in favor of or for the benefit of Lender;

(g) the performance of all covenants, agreements, promises, payments, and conditions contained in said Short Term Loan Note, said Long Term Loan Note, and/or a certain Equipment Financing Loan Agreement executed by Super Center, LLC, as borrower, Lender, as lender, and the Borrower and others as guarantors, as of January 13, 1994, and any and all other documents executed by Super Center, LLC, in favor of or for the benefit of Lender;

(h) all other indebtedness, liabilities, and obligations of Borrower in favor of Lender, direct or indirect, absolute or contingent, primary or secondary, matured or unmatured, whether or not related to or of the same class as the specific debts and obligations enumerated herein, now existing or hereafter arising, and

(i) the payment and performance of all future modifications, extensions, and renewals of any indebtedness or obligations otherwise secured hereby.

(collectively, the "Obligations"), Borrower hereby mortgages, warrants, grants, conveys, and assigns to Lender, and to all successors and assigns of Lender, the following described property in Lake County, State of Indiana:

The North 235.0 feet of the West 681.0 feet and the South 98.0 feet of the North 333.0 feet of the West 297.0 feet (all measured along the North and West lines) of Lot 2, Old Airport Addition to Lake County, Indiana, as shown in Plat Book 381, Page 99, in Lake County, Indiana.

(the "Real Estate") together with all buildings, improvements, and tenements now or hereafter erected on the Real Estate, and all easements, rights, right-of-ways, driveways, pavement, curb, and street front privileges, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock appurtenant to the Real Estate, and all fixtures, machinery, equipment, engines, boilers, incinerators, building materials, appliances, signs and goods of every nature whatsoever now or hereafter located in, on, used, or intended to be used in connection with the Real Estate, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air, and light, and all elevators, and related machinery and equipment, fire prevention and sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, mirrors, cabinets, panelling, rugs, attached floor coverings, furniture, pictures, antennas, trees and plants, all of which, including replacements and additions thereto, will be deemed to be and remain a part of the Real Estate covered by this Instrument, whether actually physically annexed to said property or not (all of the foregoing, together with the Real Estate, are herein referred to as the "Property"); TO SECURE the performance of all conditions and stipulations and the payments, when the same become due, of all indebtedness and obligations with respect to each of the Obligations in accordance with the respective terms and conditions thereof, all without relief from Valuation and Appraisement Laws, and with attorney's fees.

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant, convey and assign the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any easements, covenants, conditions and restrictions of record listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

Borrower hereby covenants and agrees as follows:

1. Payment of Principal and Interest. Borrower will promptly pay when due the principal, interest, and all other amounts payable pursuant to each of the Obligations, including but not limited to any prepayment and late charges provided therein and all other sums secured by this Instrument.

2. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender from Borrower under the Obligations or this Instrument will be applied by Lender in the following order of priority to the amounts payable to Lender by Borrower due to Borrower's breach that Lender has paid on behalf of Borrower; (i) interest then accrued; (ii) principal then outstanding; (iii) interest payable on advances made by Lender in the protection of Lender's security; (iv) principal of advances made by Lender in the protection of Lender's security; (v) interest payable on any Future Advance, provided that if more than one Future Advance is outstanding, Lender may apply payments received among the amounts of interest payable on the Future Advances in such order as Lender, in Lender's sole discretion, may determine; (vi) principal of any Future Advance, provided that if more than one Future Advance is outstanding, Lender may apply payments received among the principal balances of the Future Advances in such order as Lender, in Lender's sole discretion, may determine; and (vii) any other sums secured by this Instrument in such order as Lender, at Lender's option, may determine; provided, however, that Lender may, at Lender's option, apply any sums payable due to advances made by Lender in the protection of Lender's security prior to interest on and principal of the Obligations, but such application will not otherwise affect the order of priority of application specified in this Section.

3. Charges; Liens. Borrower will pay all utilities, water and sewer charges, taxes, assessments, premiums, and other impositions attributable to the Property. Borrower will promptly furnish to Lender, upon request, all notices of amounts due under this Section, and if Borrower makes payment directly, Borrower will, upon request, promptly furnish to Lender receipts evidencing such payments. Borrower will promptly discharge any lien which has, or may have, priority over or equality with, the lien of this Instrument, and Borrower will pay, when due, the claims of all persons supplying labor or materials to or in connection with the

Property; provided that Borrower will not be required to discharge any such lien so long as Borrower agrees in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or in good faith contests such lien by, or defends enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

4. Hazard Insurance. Borrower will keep the improvements now existing, or hereafter erected on the Property insured as required pursuant to the provisions of Section 3.3 and Section 5.4 of the Construction and Mortgage Agreement executed by Borrower and Lender, and also by Donald J. Weiss, Super Center, Inc., and Super Center, LLC, as of January 13, 1994, (the "Loan Agreement"), and will comply with all provisions of the Loan Agreement. All premiums on insurance policies will be paid as provided in the Loan Agreement.

All insurance policies and renewals thereof will be in a form reasonably acceptable to Lender and will include a standard mortgage clause in favor and in form reasonably acceptable to Lender. Lender will have the right to hold the policies, and Borrower will promptly furnish to Lender all renewal notices and all receipts of paid premiums. At least thirty days prior to the expiration date of a policy, Borrower will deliver to Lender a renewal policy in form satisfactory to Lender.

In the event of loss, Borrower will give immediate written notice to the insurance carrier and to Lender. All proceeds will be paid and applied as provided in the Loan Agreement.

5. Preservation and Maintenance of Property. Borrower (a) will not commit waste or permit impairment or deterioration of the Property, (b) will not abandon the Property, (c) will keep the Property, including improvements thereon, in good repair, (d) will comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property, (e) will give notice in writing to Lender of, and, unless otherwise directed in writing by Lender, appear in and defend any action or proceeding purporting to affect the property, the security to this Instrument or the rights or powers of Lender. Without the written consent of Lender, which consent will not be unreasonably withheld, Borrower will not remove, demolish or alter any improvement now existing or hereafter erected on the Real Estate.

6. Change in Zoning Status of Property. Unless required by applicable law or unless Lender has otherwise agreed in writing, Borrower will not initiate or acquiesce in a change in the zoning classification of the Real Estate.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Instrument,

or if any action or proceeding is commenced which affects the Property or title thereto or the interest of Lender therein, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender, at Lender's option, may make such appearances, disburse such sums and take such action as Lender deems necessary, in its sole discretion, to protect Lender's interest, including, but not limited to, (i) disbursement of attorney's fees, (ii) entry upon the Property to make repairs, (iii) procurement of satisfactory insurance as required herein.

Any amounts disbursed by Lender pursuant to this Section, with interest thereon, will become additional indebtedness of Borrower secured by this Instrument. Unless Borrower and Lender agree to other terms of payment, such amounts will be immediately due and payable and will bear interest from the date of disbursement at the default rate stated in the Note unless collection from Borrower of interest at such rate would be contrary to applicable law, in which event such amounts will bear interest at the highest rate which may be collected from Borrower under applicable law. Borrower hereby covenants and agrees that Lender will be subrogated to the lien of any mortgage or other lien discharged, in whole or in part, by the indebtedness secured hereby. Nothing contained in this Section will require Lender to incur any expense or take any action hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property.

9. Books and Records. Borrower will keep and maintain at all times at Borrower's address stated above, or such other place as Lender may approve in writing, complete and accurate books of accounts and records adequate to reflect correctly the results of the operation of the Property and copies of all written contracts, leases and other instruments which affect the Property. Such books, records, contracts, leases and other instruments will be subject to examination and inspection at any reasonable time by Lender. Upon Lender's request, Borrower will furnish to Lender, within one hundred and twenty days after the end of each fiscal year of Borrower, a balance sheet, a statement of income and expenses of the Property and a statement of changes in financial position, each in reasonable detail and certified by Borrower and, if Lender requires, by an independent certified public accountant.

10. Condemnation. Borrower will promptly notify Lender of any action or proceeding relating to any condemnation or other taking, whether direct or indirect, of the Property, or part thereof, and Borrower will appear and prosecute any such action or proceeding unless otherwise directed by Lender in writing. During the continuance of any Event of Default, as defined in Article VIII of the Loan Agreement, Borrower authorizes Lender, at Lender's option, as attorney-in-fact for Borrower, to commence, appear in

and prosecute, in Lender's or Borrower's name, any action or proceeding relating to any condemnation or other taking of the Property, whether direct or indirect, and to settle or compromise any claim in connection with such condemnation or other taking. The proceeds of any award, payment or claim for damages, direct or consequential, in connection with any condemnation or other taking, whether direct or indirect, of the Property, or part hereof, or for conveyances in lieu of condemnation, are hereby assigned to and will be paid to Lender for application as set out below.

In the event of a total taking of the Property, all such awards, payments, proceeds or damages, after the deduction of Borrower's and/or Lender's expenses incurred in the collection of such amounts, will be applied to payment of the sums secured by this Instrument, whether or not then due, in the order of application set forth above, with the balance, if any, to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there will be applied to the sums secured by this Instrument such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Instrument bears to the fair market value of the Property immediately prior to the date of taking, with the balance of proceeds paid to Borrower. Unless Borrower and Lender otherwise agree in writing, any application of proceeds to principal will not extend or postpone the due date of any (monthly) installments of principal, interest, or amounts payable to Lender by Borrower due to Borrower's breach that Lender has paid on behalf of Borrower, or change the amount of such installments. Borrower agrees to execute such further evidence of assignment of any awards, proceeds, damages or claims arising in connection with such condemnation or taking as Lender may require.

11. Borrower and Lien Not Released. From time to time, Lender may, at Lender's option, without giving notice to or obtaining the consent of Borrower, Borrower's successors or assigns, or of any junior lienholder or guarantors, without liability on Lender's part and notwithstanding Borrower's breach of any covenant or agreement of Borrower in this Instrument, extend the time for payment of the indebtedness secured by this Instrument or any part thereof, reduce the payments thereon, release anyone liable on any of said indebtedness, accept a renewal note or notes therefor, modify the terms and time of payment of said indebtedness, release from the lien of this Instrument any part of the Property, take or release other or additional security, reconvey any part of the Property, consent to any map or plan of the Property, consent to the granting of any easement, join in any extension or subordination agreement, and agree in writing with Borrower to modify the rate of interest or period of amortization of the Note or any of the other Obligations or change the amount of the (monthly) installments payable thereunder. Any actions taken by Lender pursuant to the terms of this Section will not affect the obligation of Borrower or Borrower's successors or assigns to pay

the sums secured by this Instrument and to observe the covenants of Borrower contained herein, will not affect the guaranty of any person, corporation, partnership or other entity for payment of the indebtedness secured by this Instrument, and will not affect the lien or priority of lien hereof on the Property. Borrower will pay Lender a reasonable service charge, together with such title insurance premiums and attorney's fees as may be incurred at Lender's option, for any such action, if taken at Borrower's request.

12. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, will not be a waiver of or preclude the exercise of any right or remedy. The acceptance by Lender of payment of any sum secured by this Instrument after the due date of such payment will not be a waiver of Lender's right to either require prompt payment when due of all other sums so secured or to declare a default for failure to make prompt payment. The procurement of insurance or the payment of taxes or other liens or charges by Lender will not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Instrument, nor will Lender's receipt of any awards, proceeds or damages under the provisions of this Instrument operate to cure or waive Borrower's default in payment of sums secured by this Instrument.

13. Estoppel Certificate. Borrower will within ten (10) days of a written request from Lender, furnish Lender with a written statement, duly acknowledged, setting forth the sums secured by this Instrument and any right of set-off, counterclaim or other defense which exists against such sums and the obligations of this Instrument.

14. Remedies Cumulative. Each remedy provided in this Instrument is distinct and cumulative to all other rights or remedies under this Instrument or afforded by law or equity, and may be exercised concurrently, independently, or successively, in any order whatsoever.

15. Acceleration and Insolvency. If any Event of Default, as defined in Article VIII of the Loan Agreement, occurs, then Lender may, at Lender's option, declare all of the sums secured by this Instrument to be immediately due and payable without prior notice to Borrower, and Lender may invoke any remedies permitted by the provisions of this Instrument. Any attorney's fees and other expenses incurred by Lender in connection with Borrower's bankruptcy or any of the other aforesaid events will be additional indebtedness of Borrower secured by this Instrument.

16. Transfers and Assumption. On sale or transfer of:

(i) all or any part of the Property, or any interest therein, or

(ii) any beneficial interests in Borrower, if, after such sale or transfer thereof, Donald J. Weiss owns less than fifty-one percent (51%) of the entire beneficial interest in and to Borrower,

Lender may, at Lender's option, declare all of the sums secured by this Instrument to be immediately due and payable, and Lender may invoke any remedies permitted by the provisions of this Instrument; provided, however, that Borrower will have the right to transfer the Property if and to the extent provided in the Loan Agreement.

17. Notices. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Instrument will be given by mailing such notice by certified mail addressed or by messenger delivery to Borrower at:

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or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender will be given by certified mail, return receipt requested or by messenger delivery to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Instrument or in the Obligations will be deemed to have been given to Borrower or Lender when given in the manner designated herein.

18. Successors and Assigns; Joint and Several Liability; Agents;-- Captions. The covenants and agreements herein contained will bind, and the rights hereunder will inure to, the respective heirs, personal representatives, successors and assigns of Lender and Borrower, subject to the provisions of the Section 16 of this Instrument. In exercising any rights hereunder or taking any actions provided for herein, Lender may act through its employees, agents or independent contractors as authorized by Lender. The captions and headings of the Sections of this Instrument are for convenience only and are not to be used to interpret or define the provisions hereof.

19. Governing Law; Severability. This Instrument will be governed by the laws of the State of Indiana. If any provision of this Instrument or any of the Obligations conflicts with applicable law, such will not affect other provisions of this Instrument or the Obligations which can be given effect with the conflicting provisions, and to this end the provisions of this Instrument and the Obligations are declared to be severable. If any applicable

law limiting the amount of interest or other charges permitted to be collected from Borrower is interpreted so that any charge provided for in this Instrument or in the Obligations, whether considered separately or together with other charges levied in connection with this Instrument and the Obligations, violates such law, and Borrower is entitled to the benefit of such law, such charge is hereby reduced to the extent necessary to eliminate such violation. The amounts, if any, previously paid to Lender in excess of the amounts payable to Lender pursuant to such charges as reduced will be applied by Lender to reduce the principal of the indebtedness evidenced by the Note and/or the other Obligations. For the purpose of determining whether any applicable law limiting the amount of interest or other charges permitted to be collected from Borrower has been violated, all indebtedness which is secured by this Instrument or evidenced by the Obligations and which constitutes interest, as well as other charges levied in connection with such indebtedness which constitutes interest, will be deemed to be allocated and spread over the stated term of the Obligations. Unless otherwise required by applicable law, such allocation and spreading will be effected in such a manner that the rate of interest computed thereby is uniform throughout the stated term of the Obligations.

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20. Waiver of Statute of Limitations. Borrower hereby waives the right to assert any statute of limitations as a bar to the enforcement of the lien of this Instrument.

21. Waiver of Marshalling. Notwithstanding the existence of any other security interests in the Property held by Lender or by any other party, Lender will have the right to determine the order in which any or all of the Property and Borrower's general intangibles will be subjected to the remedies provided herein. Lender will have the right to determine the order in which any or all portions of the indebtedness secured by this Instrument are satisfied from the proceeds realized upon the exercise of the remedies provided herein. Borrower, any party who consents to this Instrument and any party who now or hereafter acquires a security interest in the Property or Borrower's general intangibles and who has actual or constructive notice hereof hereby waives any and all right to require the marshalling of assets in connection with the exercise of any of the remedies permitted by applicable law or provided herein.

22. Assignment of Rents; Appointment of Receiver; Lender in Possession. As part of the consideration for the indebtedness evidenced by the Obligations, Borrower hereby absolutely and unconditionally assigns and transfers to Lender all the rents and revenues of the Property, including those now due, past due, or to become due by virtue of any lease or other agreement for the occupancy or use of all or any part of the Property regardless of to whom the rents and revenues of the Property are payable. Borrower hereby authorizes Lender or Lender's agents to collect the

aforesaid rents and revenues and hereby directs each tenant of the Property to pay such rents to Lender or Lender's agents, provided, however, that at all times during which no Event of Default, as defined in Article VIII of the Loan Agreement, has occurred and has not been cured, Borrower will collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower, to apply the rents and revenues so collected to the sums secured by this Instrument in the order provided in this Instrument, with the balance, so long as no such breach has occurred, to the account of Borrower, it being intended by Borrower and Lender that this assignment of rents constitutes an absolute assignment and not an assignment for additional security only. Upon delivery of written notice by Lender to Borrower of the breach by Borrower of any covenant or agreement of Borrower in this Instrument, and without the necessity of Lender entering upon and taking and maintaining full control of the Property in person, by agent or by a court-appointed receiver, Lender will immediately be entitled to possession of all rents and revenues of the Property as specified in this Section as the same become due and payable, including but not limited to rents then due and unpaid, and all such rents will immediately upon delivery of such notice be held by Borrower as trustee for the benefit of Lender only; provided, however, that the written notice by Lender to Borrower of the breach by Borrower will contain a statement that Lender exercises its rights to such rents. Borrower agrees that commencing upon delivery of such written notice of Borrower's breach by Lender to Borrower, each tenant of the Property will make such rents payable to and pay such rents to Lender or Lender's agents, on Lender's written demand to each tenant therefor, delivered to each tenant personally, by mail or by delivering such demand to each rental unit, without any liability on the part of said tenant to inquire further as to the existence of a default by Borrower.

Borrower hereby covenants that Borrower has not executed any prior assignment of said rents, that Borrower has not performed, and will not perform, any acts or has not executed, and will not execute, any instrument which would prevent Lender from exercising its rights under this Section, and that at the time of execution of this Instrument there has been no anticipation or prepayment of any of the rents of the Property for more than two months prior to the due dates of such rents. Borrower covenants that Borrower will not hereafter collect or accept payment of any rents of the Property more than two months prior to the due dates of such rents. Borrower further covenants that Borrower will execute and deliver to Lender such further assignments of rents and revenues of the Property as Lender may from time to time request.

Upon Borrower's breach of any covenant or agreement of Borrower in this Instrument, Lender may, in person, by agent or by a court-appointed receiver, regardless of the adequacy of Lender's security, enter upon and take and maintain full control of the Property in order to perform all acts necessary and appropriate for

the operation and maintenance thereof including but not limited to, the execution, cancellation or modification of leases, the collection of all rents and revenues of the Property, the making of repairs to the Property and the execution or termination of contracts providing for the management or maintenance of the Property, all on such terms as are deemed best to protect the security of this Instrument. In the event Lender elects to seek the appointment of a receiver for the Property upon Borrower's breach of any covenant or agreement of Borrower in this Instrument, Borrower hereby expressly consents to the appointment of such receiver. Lender or the receiver will be entitled to receive a reasonable fee for so managing the Property.

All rents and revenues collected subsequent to delivery of written notice by Lender to Borrower of the breach by Borrower of any covenant or agreement of Borrower in this Instrument will be applied first to the costs of taking control of and managing the Property and collecting the rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, costs of repairs to the Property, and the costs of discharging any liens on the Property, and then to the sums secured by this Instrument. Lender or the receiver will have access to the books and records used in the operation and maintenance of the Property and will be liable to account only for those rents actually received. Lender will not be liable to Borrower, anyone claiming under or through Borrower or anyone having an interest in the Property by reason of anything done or left undone by Lender under this Section, excepting only the negligence, gross negligence, and intentional misconduct of Lender.

If the rents of the Property are not sufficient to meet the costs, if any, of taking control of and managing the Property and collecting the rents, any funds expended by Lender for such purposes will become indebtedness of Borrower to Lender secured by this Instrument. Unless Lender and Borrower agree in writing to other terms of payment, such amounts will be payable upon notice from Lender to Borrower requesting payment thereof, and will bear interest from the date of disbursement at the rate stated in the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts will bear interest at the highest rate which may be collected from Borrower under applicable law.

Any entering upon and taking and maintaining of control of the Property by Lender or the receiver and any application of rents as provided herein will not cure or waive any default hereunder or invalidate any other right or remedy of Lender under applicable law or provided herein. This assignment of rents of the Property will terminate at such time as this Instrument ceases to secure indebtedness held by Lender.

23. Acceleration; Remedies. Upon the occurrence of any Event of Default, as defined in Article VIII of the Loan Agreement, Lender, at Lender's option, may declare all of the sums secured by this Instrument to be immediately due and payable without further demand, and may foreclose this Instrument by judicial proceedings, and may invoke any other remedies permitted by applicable law or provided herein. Lender will be entitled to collect all costs and expenses incurred in pursuing such remedies, including, but not limited to, attorney's fees, appraisal fees, expert witness fees, costs of court reporters, travel expenses, costs of documentary evidence, abstracts, and title reports.

24. Release. Upon payment of all sums and full performance of all obligations secured by this Instrument, Lender will release this Instrument. Not in limitation of the foregoing, at any time during which no amounts are owed by Borrower with respect to the Obligations, upon the request of Borrower Lender will release this Instrument. Borrower will pay Lender's reasonable costs incurred in releasing this instrument.

25. Other Encumbrances. Borrower will not further mortgage or encumber the Property in any way without the express written consent of the Lender.

26. Waiver of Valuation and Appraisal. Borrower hereby waives all right of valuation and appraisal.

27. Hazardous Waste. Borrower represents and warrants that no hazardous substance (as defined in Section 101(14) of the Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. Section 9601(14)) is present on the Property. Furthermore, Borrower represents and warrants that it will not use, generate, treat, store, dispose of or otherwise introduce any such hazardous substance, without limitation, into or on the Property. Borrower represents and warrants that there is no current, and will be no future, unlawful physical (including environmental, natural, artificial, structural or chemical) hazard or potentially hazard (including, without limitation, the presence, accumulation or storage of any toxin, toxic waste, toxic effluent or discharge) condition in, on or affecting the Property or the health of persons in or about the Property. Borrower covenants and agrees to indemnify, defend and save harmless Lender from all liability, claims, obligations, losses, damages, actions, cases of action, costs and expenses (including, without limitation, reasonable attorneys' fees) which may arise or occur because of Borrower's breach of the aforesaid representations and warranties.

28. Uniform Commercial Code Security Agreement. This Instrument is intended to be a security agreement pursuant to the Indiana Uniform Commercial Code for any of the items specified above as part of the Property which, under applicable law, may be subject to a security interest pursuant to the Uniform Commercial

Code, and Borrower hereby grants and transfers to Lender a security interest in said items. Borrower agrees that Lender may file this Instrument, or a reproduction thereof, in the real estate records or other appropriate index, as a financing statement for any of the items specified above as part of the Property. Any reproduction of this Instrument or of any other security agreement or financing statement shall be sufficient as a financing statement. Borrower hereby authorizes Lender at the expense of Borrower to execute and file a financing statement or statements on its behalf in those public offices deemed necessary by Lender to protect its security interest. In addition, Borrower agrees to execute and deliver to Lender, upon Lender's request, any financing statements, as well as extensions, renewals and amendments thereof, and reproductions of this Instrument in such form as Lender may require to perfect a security interest with respect to said items. Borrower will pay all costs of filing such financing statements and any extensions, renewals, amendments, and releases thereof, and shall pay all reasonable costs and expenses of any record searches for financing statements Lender may reasonably require. Upon Borrower's breach of any covenant or agreement of Borrower contained in this Instrument, including the covenants to pay when due all sums secured by this Instrument, Lender and its successors have the remedies of a secured party under the Uniform Commercial Code and, at Lender's option, may also invoke any other remedies provided herein. In exercising any of said remedies, Lender may proceed against the items of personal property specified above as part of the Property separately or together and in any order whatsoever, without in any way affecting the availability of any of Lender's remedies otherwise provided in this Instrument.

29. Events of Default. The occurrence of any Event of Default, as defined in Article VIII of the Loan Agreement, will constitute an Event of Default hereunder and for all purposes hereof.

30. Loan Documents.

(a) Not by way of limitation, all amounts payable hereunder are subject to the terms and conditions of all of the documents constituting the Obligations, the Loan Agreement, this Mortgage, two Security Agreements, an Assignment of Lease and Rents, and a Guaranty of certain guarantors all as of the date hereof (collectively referred to as the "Loan Documents").

(b) Not by way of limitation, all provisions of the Loan Documents will be applicable to this Mortgage as though fully set forth herein. In the event of any conflict between the terms of this Mortgage and any terms of the Loan Agreement, the terms of the Loan Agreement will control. All obligations of Borrower under this Mortgage are in addition to, and not in limitation of, all the obligations of Borrower under the other Loan Documents. All rights of the Lender under this Mortgage are in addition to, and not in

limitation of, all rights of the Lender and its successors and assigns under the other Loan Documents.

31. Representation and Review. Borrower acknowledges that Borrower has had the opportunity to be represented by legal counsel, and that before executing and delivering the Note, this Instrument, the other Obligations, the other Loan Documents, and all other agreements, instruments and loan documents, such documents, and the rights of Borrower were fully explained to Borrower by such counsel, if any, and that Borrower understands the nature and extent of the obligations hereunder and thereby undertaken.

32. Maximum Amount Secured. The maximum aggregate amount of principal, interest, premium, if any, future advances, other indebtedness (now owed or hereafter owed), sum advanced to protect the security of this instrument and expenses of Lender secured by this instrument is \$12,000,000.00.

33. Exculpatory Clause. It is expressly understood and agreed that this document is executed by Lake County Trust Company, not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and invested in it as such Trustee. It is further expressly understood and agreed that Lake County Trust Company, as Trustee as aforesaid, has no right or power whatsoever to manage, control or operate the real estate described herein in any way or to any extent and is not entitled at any time to collect or receive for any purpose, directly or indirectly, the rents, issues, profits or proceeds of the real estate described herein or any lease or sale or any mortgage or any disposition thereof. Nothing contained in this document will be construed as creating any personal liability or personal responsibility of the Trustee and, in particular, without limiting the generality of the foregoing, there will be no personal liability to pay any indebtedness accruing hereunder or to perform any covenant, either expressly or impliedly herein contained, or to keep, preserve or sequester any property of said Trust or for said Trustee to continue as said Trustee, and that so far as the parties herein are concerned the owner of any indebtedness or liability accruing hereunder will look solely to the trust estate from time to time. It is further understood and agreed that the said Trustee merely holds naked title to the real estate described herein and has no control over the management thereof or the income therefrom and has no knowledge respecting rentals, leases or other factual matter with respect to the real estate described herein, except as represented to it by the beneficiary or beneficiaries of said Trust. Nothing contained herein will 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 Law) 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 Law 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 document.

IN WITNESS WHEREOF, Borrower has executed this Instrument or has caused the same to be executed by its representatives thereunto duly authorized on the date first written above.

Borrower:

LAKE COUNTY TRUST COMPANY, as
Trustee under a Trust Agreement
dated April 30, 1993, and known as
Trust Number 4427

Document is
NOT OFFICIAL!

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
Assistant Secretary



STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Elaine M. Worstell and Sandra L. Stiglitz, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as Trust Officer and Assistant Secretary, respectively, of Lake County Trust Company, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their own free and voluntary acts and as the free and voluntary act of Lake County Trust Company, as trustee as aforesaid, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 14th day of January, 1994:

Document is
NOT OFFICIAL!

This Document is the property of
the Lake County Recorder!

Signed: Laura L. Anderson
Laura L. Anderson
Notary Public

Commission Expires: November 11, 1995

County of Residence: Lake

STOP



Prepared by: Demetri J. Retson
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