

94028361

14

REAL ESTATE MORTGAGE AND ASSIGNMENT OF RENTS

PAUL E. HAYES (hereinafter referred to as "Mortgagor"), mortgages and warrants to REEDER ASSOCIATES II, an Indiana general partnership (hereinafter referred to as "Mortgagee"), whose address is 260 - 165th Street, Hammond, Indiana 46324, the real estate, situated in Lake County, Indiana, described on Exhibit A, which is attached hereto and made a part hereof, together with all buildings, improvements, appurtenances, and fixtures attached, erected or used in connection with the real estate or hereafter acquired, attached, erected, appurtenant or used in connection with the real estate, and together with all rents, issues, income, profits, rights, privileges, interests, easements and hereditaments thereof (hereinafter collectively referred to as the "Real Estate"). The warranty provided herein is subject to all mortgage interests with respect to the Real Estate which may have been granted by Mortgagee.

This Mortgage is given to secure:

(a) The payment of a Promissory Note drawn by Mortgagor payable to Mortgagee of even date herewith in the amount of One Hundred Thirty Thousand Dollars (\$130,000.00) (hereinafter referred to as the "Note"), together with all interest and all other amounts payable thereunder;

(b) The payment of all future obligations of and advances to Mortgagor up to a maximum amount (including all amounts payable with respect to the Note) of Three Hundred Thousand Dollars (\$300,000.00), whether made as an obligation, made at the option of Mortgagee, 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;

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

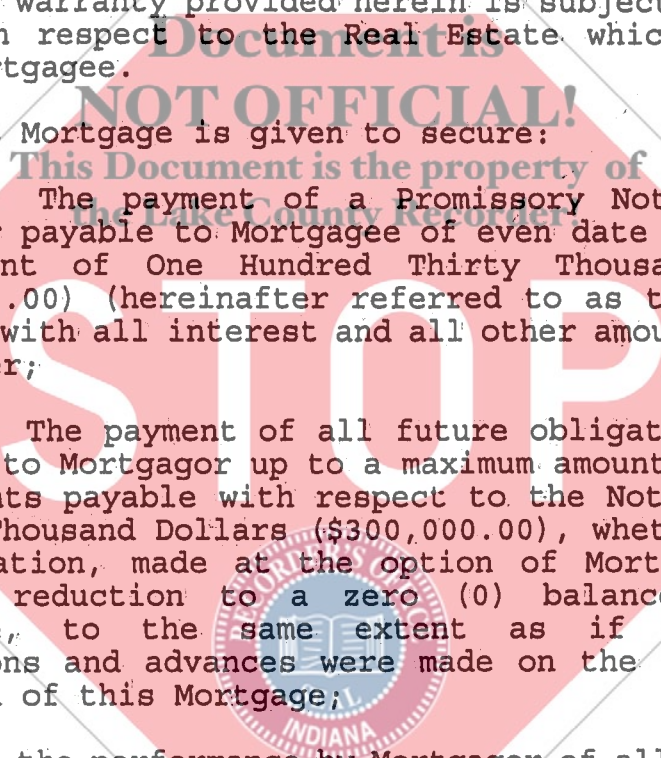
(d) the payment and performance of all future modifications, extensions, and renewals of any indebtedness or obligations otherwise secured hereby.

Mortgagor, for itself, and for its successors and assigns, covenants and agrees with Mortgagee, and his successors and assigns, as follows:

1. Default. If there is a default in the payment or performance of any indebtedness hereby secured, or if Mortgagor

Chicago Title Insurance Company STATE OF INDIANA, S. NO. LAKE COUNTY FILED FOR RECORD

APR 14 10 19 AM '94



3200 Ct

should abandon the Real Estate, or if the Real Estate or any part thereof should be attached, levied upon or seized, or if Mortgagor should become bankrupt or insolvent or make an assignment for the benefit of creditors, or if a receiver should be appointed for Mortgagor or otherwise with respect to the Real Estate, then the entire indebtedness aforesaid will, at Mortgagee's option, become immediately due and payable, without notice or demand, and the Real Estate will be subject to foreclosure of this Mortgage, and Mortgagee, if he elects to foreclose the same, will become entitled to the immediate possession of the Real Estate together with the rents, issues, income and profits therefrom and all amounts due are payable without relief from valuation or appraisal laws and Mortgagor will pay all costs and attorneys' fees incurred by Mortgagee in the enforcement of the terms hereof. Without limiting the foregoing, Mortgagor will pay to Mortgagee, as additional amounts due hereunder and under the Note, the amount of any and all reasonable costs and expenses, including but not limited to attorneys' fees, incurred by Mortgagee in enforcing any of his rights under this Mortgage or under the Note or otherwise with respect to any obligations secured by this Mortgage.

2. Condition and Use of Real Estate. For the duration of any indebtedness hereby secured, Mortgagor will use the Real Estate for a mobile home park for residential use, and uses ancillary thereto, and for no other purposes without the written consent of Mortgagee. All uses of the Real Estate will be in accordance with all applicable laws, statutes, ordinances, regulations, and rules, including but not limited to zoning requirements.

For the duration of any indebtedness hereby secured, Mortgagor will keep the Real Estate in a good state of repair, normal wear and tear excepted. Mortgagor will not initiate or acquiesce in a change in the zoning classification of the Real Estate without Mortgagee's prior written consent.

3. Application of Payments. All payments received by Mortgagee hereunder and/or under the Note will be applied first to any late charges due under the Note, second to amounts payable under paragraph 4 of this Mortgage, third to interest due, and last to principal due.

4. Payments into Escrow. At the option of Mortgagee, which option may be exercised at any time or times prior to the full and final payment of all amounts secured hereby, the terms of this paragraph will be effective. Mortgagee may exercise such option and suspend such option, under such terms as Mortgagee deems appropriate within the terms of this Section, at such time or times as Mortgagee, in his discretion, may choose.

(a) If Mortgagee exercises the option (or options) provided in this paragraph subsequent to the execution hereof,

Mortgagor will immediately pay into escrow (held by Mortgagee) the prorated amount (to the date of such payment) of the accrued but unpaid taxes and assessments with respect to the Real Estate, excluding amounts which accrued prior to the date of this Mortgage. Such prorated amounts will be reasonably determined by Mortgagee and may exceed 100% of the most recently ascertainable amounts.

(b) Until all amounts payable hereunder and/or under the Note are fully and finally paid, along with each of the monthly payments provided in the Note, Mortgagor will pay into escrow (held by Mortgagee) one-twelfth (1/12) of the annual real estate taxes and assessments, insurance (as provided in paragraph 6 hereof), and/or, if applicable, assessments and dues of any condominium or other property owners' association (as provided in paragraph 7 hereof) for the Real Estate, as reasonably estimated by Mortgagee.

(c) If Mortgagee reasonably increases its estimates of the taxes, assessments, insurance premiums, and/or property owners' association assessments and dues payable with respect to the Real Estate, Mortgagee will give notice to Mortgagor of the amount of the increase in the monthly payment provided in paragraph 4(b) hereof. Such increased monthly payment will become payable commencing with the first payment due after the date of such notice.

(d) Mortgagee will make payments for real estate taxes and assessments, insurance premiums, and/or property owners' association assessments and dues with respect to the Real Estate from such escrow account (which escrow account may be commingled with other assets of Mortgagee). If, at the time the amount of any payment for taxes, assessments, insurance premiums, and/or property owners' association assessments and dues is determined, Mortgagee determines that insufficient funds are then held in escrow to make such payment, Mortgagee will notify Mortgagor of the amount of such deficiency. Mortgagor will immediately deposit into escrow with Mortgagee the full amount of such deficiency.

(e) Mortgagee will not credit any interest earned on such escrow account to Mortgagor. It is expressly agreed that any and all interest or other income from such escrow account will be the property of Mortgagee.

(f) Mortgagee will provide an annual accounting to Mortgagor of all receipts and disbursements pursuant to this paragraph.

5. Taxes, Assessments, and Liens. Mortgagor will pay all taxes, assessments, charges, fines and impositions attributable to the Real Estate which may attain priority over this Mortgage. Mortgagor will pay these obligations in the manner provided in paragraph 4, or if not paid in that manner, Mortgagor will pay them on time directly to the person owed payment. Mortgagor will

promptly furnish to Mortgagee all notices of amounts to be paid under this paragraph. If Mortgagor makes these payments directly, Mortgagor will promptly furnish to Mortgagee receipts evidencing the payments.

Mortgagor will promptly discharge any lien which has priority over this Mortgage unless Mortgagor: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Mortgagee; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in Mortgagee's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Real Estate; or (c) secures from the holder of the lien an agreement satisfactory to Mortgagee subordinating the lien to this Mortgage. If Mortgagee determines that any part of the Real Estate is subject to a lien which may attain priority over this Mortgage, Mortgagee may give Mortgagor a notice identifying the lien. Mortgagor will satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

6. Insurance.

(a) Immediately upon execution hereof, Mortgagor will deliver to Mortgagee, and Mortgagor will thereafter maintain, one or more policies of insurance with respect to the Real Estate, which insurance will insure against damage to the Real Estate by fire, vandalism, explosion, windstorm, or any other cause customarily included in the term "extended coverage", the policies to be issued by insurance companies and to contain terms reasonably acceptable to Mortgagee, such insurance to be in a sum not at any time less than the amount secured hereby. Mortgagor will pay all premiums in the manner provided in paragraph 4, or if not paid in that manner, Mortgagor will pay them on time directly to the person owed payment.

(b) Such policies will provide that all payments for losses will be made to Mortgagee and will provide that coverage may not be canceled without at least thirty (30) days' prior notice to Mortgagee. Such policies will list Mortgagee as a named insured.

(c) If any portion of the Real Estate is damaged and payment is made by the insurer with respect to such policies, if Mortgagor is not then in default with respect to any payment or other obligation under this Mortgage or the Note, and if Mortgagee reasonably determines that the repair of such damage to the Real Estate may reasonably be anticipated to be completed within sixty (60) days, then, at the option of Mortgagor, Mortgagee will apply the insurance proceeds to the repair of the Real Estate.

7. Owners' Associations. Mortgagor will pay when due all assessments, dues, and similar charges assessed or charged by any condominium association, property owners' association, or

similar entity with respect to the Real Estate. Mortgagor will pay these obligations in the manner provided in paragraph 4, or if not paid in that manner, Mortgagor will make timely payment directly to the person owed payment.

8. Inspection. Mortgagee and his agents may make reasonable entries upon and inspections of the Real Estate. Mortgagee will give Mortgagor notice at the time of or prior to an inspection.

9. Performance by Mortgagee. If Mortgagor fails to make any payment or to obtain any insurance, service or materials necessary for the performance of any of Mortgagor's covenants above set forth, or if Mortgagor otherwise fails to take any action required hereunder, then Mortgagee at its option may do so, and its expenditures for any such purpose will be added to and become part of the indebtedness hereby secured. Any amounts disbursed by Mortgagee pursuant to this paragraph 9, with interest thereon, will become additional indebtedness of Mortgagor secured by this Mortgage. Unless Mortgagor and Mortgagee agree to other terms of payment, such amount will be immediately due and payable and will bear interest from the date of disbursement at the rate stated in the Note unless collection from Mortgagor of interest at such rate would be contrary to applicable law, in which event such amount will bear interest at the highest rate which may be collected from Mortgagor under applicable law. Mortgagor hereby covenants and agrees that Mortgagee 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 paragraph 9 will require Mortgagee to incur any expense or take any action hereunder.

10. Limitation on Waivers. Mortgagee at his option may extend the time for the payment of any indebtedness hereby secured, or reduce the payments thereon, or accept a note or renewal note therefor, or release any part of the security, or any person liable for the indebtedness, without consent of any junior lienholder, and without the consent of Mortgagor. No such extension, reduction, renewal or release will effect the priority of this Mortgage or impair the security hereof in any manner whatsoever, or release, discharge or affect in any manner the personal liability of Mortgagor to Mortgagee. No delay by Mortgagee in the exercise of any of his rights hereunder will preclude the exercise thereof so long as Mortgagor is in default hereunder and no failure of Mortgagee to exercise any of his rights because of one default will preclude the exercise thereof for a subsequent default. Mortgagee may enforce any one or more of his rights or remedies hereunder successively or concurrently.

11. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Real Estate, or for

conveyance in lieu of condemnation are hereby assigned and will be paid to Mortgagee.

In the event of a total taking of the Real Estate, the proceeds will be applied to the sums secured by this Mortgage, whether or not then due, with any excess paid to Mortgagor. In the event of a partial taking of the Real Estate, unless Mortgagor and Mortgagee otherwise agree in writing, the sums secured by this Mortgage will be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Real Estate immediately before the taking. Any balance will be paid to Mortgagor.

If the Real Estate is abandoned by Mortgagor or if, after notice by Mortgagee to Mortgagor that the condemnor offers to make an award or settle a claim for damages, Mortgagor fails to respond to Mortgagee within 30 days after the date the notice is given, Mortgagee is authorized to collect and apply the proceeds, at his option, either to restoration or repair of the Real Estate or to the sums secured by this Mortgage, whether or not then due.

Unless Mortgagee and Mortgagor otherwise agree in writing, any application of proceeds to principal will not extend or postpone the due date of the payments referred to herein or in the Note, or change the amount of such payments.

12. Transfer of Interests. In the event Mortgagor, without Mortgagee's prior written consent, sells or transfers any interest in the Real Estate (including the right to possession thereof) or abandons the Real Estate, then at the option of Mortgagee this Mortgage and the Note or indebtedness it secures will become immediately due and payable in full. In such event, Mortgagee may immediately foreclose this Mortgage, all without any notice or demand whatsoever.

13. Books and Records. Mortgagor will keep and maintain at all times at Mortgagor's address, or such other place as Mortgagee may approve in writing, complete and accurate books of accounts and records adequate to reflect correctly the results of the operation of the Real Estate (to the extent of any commercial or other non-residential use thereof) and copies of all written contracts, leases and other instruments which affect the Real Estate. Such books, records, contracts, leases and other instruments will be subject to examination and inspection at any reasonable time by Mortgagee. Upon Mortgagee's request, Mortgagor will furnish to Mortgagee, within one hundred and twenty days after the end of each fiscal year of Mortgagor, a balance sheet, a statement of income and expenses of the Real Estate and a statement of changes in financial position, each in reasonable detail and certified by Mortgagor and, if Mortgagee will require, by an independent certified public accountant.

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

15. Assignment of Rents; Appointment of Receiver; Lender in Possession. As part of the consideration for the indebtedness evidenced by the Note, Mortgagor hereby absolutely and unconditionally assigns and transfers to Mortgagee all the rents and revenues of the Real Estate, 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 Real Estate regardless of to whom the rents and revenues of the Real Estate are payable. Mortgagor hereby authorizes Mortgagee or Mortgagee's agents to collect the aforesaid rents and revenues and hereby directs each tenant of the Real Estate to pay such rents to Mortgagee or Mortgagee's agents; provided, however, that prior to written notice given by Mortgagee to Mortgagor of the breach by Mortgagor of any covenant or agreement of Mortgagor in this Mortgage, Mortgagor will collect and receive all rents and revenues of the Real Estate as trustee for the benefit of Mortgagee and Mortgagor, to apply the

rents and revenues so collected to the sums secured by this Mortgage in the order provided in paragraph 3 hereof with the balance, so long as no such breach has occurred, to the account of Mortgagor, it being intended by Mortgagor and Mortgagee that this assignment of rents constitutes an absolute assignment and not an assignment for additional security only. Upon delivery of written notice by Mortgagee to Mortgagor of the breach by Mortgagor of any covenant or agreement of Mortgagor in this Mortgage, and without the necessity of Mortgagee entering upon and taking and maintaining full control of the Real Estate in person, by agent or by a court-appointed receiver, Mortgagee will immediately be entitled to possession of all rents and revenues of the Real Estate as specified in this paragraph 15 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 Mortgagor as trustee for the benefit of Mortgagee only; provided, however, that the written notice by Mortgagee to Mortgagor of the breach by Mortgagor will contain a statement that Mortgagee exercises its rights to such rents. Mortgagor agrees that commencing upon delivery of such written notice of Mortgagor's breach by Mortgagor to Mortgagor, each tenant of the Real Estate will make such rents payable to and pay such rents to Mortgagee or Mortgagee's agents on Mortgagee's written demand to each tenant therefore, 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 Mortgagor.

Mortgagor hereby covenants that Mortgagor has not executed any prior assignment of said rents, that Mortgagor has not performed, and will not perform, any acts or has not executed, and will not execute, any instrument which would prevent Mortgagee from exercising its rights under this Paragraph 15, and that at the time of execution of this Mortgage there has been no anticipation or prepayment of any of the rents of the Real Estate for more than two months prior to the due dates of such rents. Mortgagor covenants that Mortgagor will not hereafter collect or accept payment of any rents of the Real Estate more than two months prior to the due dates of such rents. Mortgagor further covenants that Mortgagor will execute and deliver to Mortgagee such further assignments of rents and revenues of the Real Estate as Mortgagee may from time to time request.

Upon Mortgagor's breach of any covenant or agreement of Mortgagor in this Mortgage, Mortgagee may in person, by agent or by a court-appointed receiver, regardless of the adequacy of Mortgagee's security, enter upon and take and maintain full control of all portions of the Real Estate which are then used for commercial or other non-residential purposes 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, at collection of all rents

and revenues of the Real Estate, the making of repairs to the Real Estate and the execution or termination of contracts providing for the management or maintenance of the Real Estate, all on such terms as are deemed best to protect the security of this Mortgage. In the event Mortgagee elects to seek the appointment of a receiver for the Real Estate upon Mortgagor's breach of any covenant or agreement of Mortgagor in this Mortgage, Mortgagor hereby expressly consents to the appointment of such receiver. Mortgagee or the receiver will be entitled to receive a reasonable fee for so managing the Real Estate.

All rents and revenues collected subsequent to delivery of written notice by Mortgagee to Mortgagor of the breach by Mortgagor of any covenant or agreement of Mortgagor in this Mortgage will be applied first to the costs, if any, of taking control of and managing the Real Estate 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 Real Estate, and the costs of discharging any obligation or liability of Mortgagor as lessor and landlord of the Real Estate and then to the sums secured by this Mortgage. Mortgagee or the receiver will have access to the books and records used in the operation and maintenance of the Real Estate and will be liable to account only for those rents actually received. Mortgagee will not be liable to Mortgagor, anyone claiming under or through Mortgagor or anyone having an interest in the Real Estate by reason of anything done or left undone by Mortgagee under this paragraph 15.

If the rents of the Real Estate are not sufficient to meet the costs, if any, of taking control of and managing the Real Estate and collecting the rents, any funds expended by Mortgagee for such purposes will become indebtedness of Mortgagor to Mortgagee secured by this Mortgage as provided in this Mortgage. Unless Mortgagee and Mortgagor agree in writing to other terms of payment, such amounts will be payable upon notice from Mortgagee to Mortgagor 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 Mortgagor under applicable law.

Any entering upon and taking and maintaining of control of the Real Estate by Mortgagee 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 Mortgagee under applicable law or provided herein. This assignment of rents of the Real Estate will terminate at such time as this Mortgage ceases to secure indebtedness held by Mortgagee.

16. Notices. All notices under this Mortgage will be in writing and will be personally delivered or sent by certified mail, return receipt requested. Notices will be deemed to have been

given when personally delivered or when deposited in the United States mail, with all postage prepaid. Notices hereunder to Mortgagor will be given at:

or such other address as Mortgagor designates by notice to Mortgagee. Notices hereunder to Mortgagee will be given at:

c/o Roger K. Reeder
260 - 165th Street
Hammond, Indiana 46324

or any other address Mortgagee designates by notice to Mortgagor.

Notwithstanding the foregoing, if any party attempts to give notice by certified mail and the addressee fails to claim or accept such mail, such notice to such party may be given by first class mail.

17. Governing Law. This Mortgage will be governed by federal law and the law of the State of Indiana. If any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict will not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision. To this end the provisions of this Mortgage and the Note are declared to be severable.

18. Foreclosures. If Mortgagor meets the conditions specified in this paragraph 18, Mortgagor will have the right to have enforcement of this Mortgage discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Real Estate pursuant to any power of sale contained in this Mortgage; or (b) entry of a judgment enforcing this Mortgage. Those conditions are that Mortgagor: (a) pays Mortgagee all sums which then would be due under this Mortgage and the Note had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Mortgage, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Mortgagee may reasonably require to assure that the lien of this Mortgage, Mortgagee's rights in the Real Estate, and Mortgagor's obligation to pay the sums secured by this Mortgage will continue unchanged. Upon reinstatement by Mortgagor, this Mortgage and the obligations secured hereby will remain fully effective as if no acceleration had occurred. However, this right to reinstate will not apply in the case of acceleration pursuant to paragraph 1 hereof.

19. Rights of Mortgagee upon Acceleration. Upon acceleration under paragraph 1 or abandonment of the Real Estate,

Mortgagee (by judicially appointed receiver) will be entitled to enter upon, take possession and manage the Real Estate and to collect the rents of the Real Estate including those past due. Any rents collected by Mortgagee or the receiver will be applied first to payment of the costs of management of the Real Estate and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Mortgage.

20. Release. Upon payment of all sums secured by this Mortgage, Mortgagee will deliver a duly executed and recordable Release of this Mortgage to Mortgagor without charge to Mortgagor.

21. Waivers. Mortgagor waives all right of valuation and appraisement and any homestead rights and exemptions which may accrue with respect to the Real Estate.

22. Miscellaneous Provisions. The covenants, agreements, and conditions hereof will be binding upon Mortgagor and the heirs, personal representatives, successors, and assigns of Mortgagor, and will inure to the benefit of Mortgagee and his successors and assigns. Whenever used, the singular number will include the plural, and the use of any gender will include all genders. All obligations of Mortgagor hereunder will be joint and several. The captions and headings contained herein are inserted for convenient reference only, are not a part hereof and the same will not limit or construe the provisions to which they apply.

IN WITNESS WHEREOF, this Mortgage has been executed by Mortgagor as of April 11, 1994.



Paul E. Hayes

Paul E. Hayes

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

BEFORE ME, the undersigned, a Notary Public, on April 11th, 1994, personally appeared Paul E. Hayes, personally known to me to be the same person whose name is subscribed to the foregoing instrument, and being first duly sworn by me upon oath, acknowledged that he has read and understands the foregoing Real Estate Mortgage and Assignment of Rents and that he has affixed his name as his own free and voluntary act for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.



This Document is the property of the Lake County Recorder.

Janice L. Maddox

Janice L. Maddox
Notary Public

County of Residence: LAKE Co, IN



Prepared by: Demetri J. Retson
Burke, Murphy, Costanza & Cuppy
Suite 600
8585 Broadway
Merrillville, Indiana 46410
(219) 769-1313
fax: (219) 769-6806

Exhibit A

PARCEL 1: PART OF A TRACT IN THE SOUTH 6-1/2 ACRES OF THAT PART OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 36 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN, DESCRIBED AS COMMENCING AT THE SOUTHWEST CORNER THEREOF AND RUNNING THENCE EAST 80 RODS; THENCE NORTH 26 RODS; THENCE WEST 80 RODS; THENCE SOUTH 26 RODS TO THE PLACE OF BEGINNING; THE PARCEL THEREIN COVERED BEING MORE PARTICULARLY DESCRIBED AS BEGINNING AT A POINT 300 FEET EAST OF THE SOUTHWEST CORNER OF SAID QUARTER QUARTER SECTION; THENCE EAST 50 FEET; THENCE NORTH AT RIGHT ANGLES 214.5 FEET; THENCE WEST AT RIGHT ANGLES 50 FEET; THENCE SOUTH AT RIGHT ANGLES 214.5 FEET TO THE PLACE OF BEGINNING, IN LAKE COUNTY, INDIANA.

PARCEL 2: THAT PART OF A TRACT IN THE SOUTH 6.5 ACRES OF THAT PART OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 24, TOWNSHIP 36 NORTH, RANGE 9 WEST, OF THE 2ND PRINCIPAL MERIDIAN, DESCRIBED AS COMMENCING AT THE SOUTHWEST CORNER THEREOF AND RUNNING THENCE EAST 80 RODS; THENCE NORTH 26 RODS; THENCE WEST 80 RODS; THENCE SOUTH 26 RODS TO THE PLACE OF BEGINNING, THE PARCEL THEREIN COVERED BEING MORE PARTICULARLY DESCRIBED AS BEGINNING AT THE SOUTHWEST CORNER OF SAID NORTHWEST 1/4 OF THE SOUTHWEST 1/4; THENCE EAST ON THE SOUTH LINE OF SAID NORTHWEST 1/4 OF THE SOUTHWEST 1/4 300 FEET; THENCE NORTH ON A LINE PARALLEL TO THE WEST LINE OF SAID SOUTHWEST 1/4 214.5 FEET; THENCE WEST ON A LINE PARALLEL TO SAID SOUTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 100 FEET; THENCE SOUTH ON A LINE PARALLEL TO THE WEST LINE OF SAID SOUTHWEST 1/4 114.5 FEET; THENCE WEST ON A LINE PARALLEL TO THE SOUTH LINE OF SAID NORTHWEST 1/4 OF THE SOUTHWEST 1/4 200 FEET TO THE WEST LINE OF SAID SOUTHWEST 1/4; THENCE SOUTH ALONG SAID WEST LINE OF THE SOUTHWEST 1/4 100 FEET TO THE PLACE OF BEGINNING, IN LAKE COUNTY, INDIANA.

PARCEL 3: PART OF A TRACT IN THE SOUTH 6-1/2 ACRES OF THAT PART OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 36 NORTH, RANGE 9 WEST OF THE 2ND P.M., DESCRIBED AS COMMENCING AT THE SOUTHWEST CORNER THEREOF AND RUNNING THENCE EAST 80 RODS, THENCE NORTH 26 RODS, THENCE WEST 80 RODS, THENCE SOUTH 26 RODS TO THE PLACE OF BEGINNING, THE PARCEL THEREIN COVERED BEING MORE PARTICULARLY DESCRIBED AS BEGINNING AT THE SOUTHWEST CORNER OF SAID QUARTER QUARTER SECTION, THENCE EAST ON THE SOUTH LINE OF SAID QUARTER QUARTER SECTION 300 FEET; THENCE NORTH 214.5 FEET; THENCE WEST 100 FEET; THENCE SOUTH 100 FEET TO A POINT WHICH IS THE PLACE OF BEGINNING; THENCE WEST 200 FEET; THENCE SOUTH 14.5 FEET; THENCE EAST 200 FEET; THENCE NORTH 14.5 FEET TO THE PLACE OF BEGINNING, IN LAKE COUNTY, INDIANA.

PARCEL 4: THE WEST 3 ACRES OF THE NORTH 6-1/2 ACRES OF THAT PART OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 24, COMMENCING AT THE SOUTHWEST CORNER THEREOF AND RUNNING THENCE EAST 80 RODS, THENCE NORTH 26 RODS, THENCE WEST 80 RODS, THENCE SOUTH 26 RODS TO THE PLACE OF BEGINNING, ALL IN TOWNSHIP 36 NORTH, RANGE 9 WEST OF THE 2ND P.M., IN LAKE COUNTY, INDIANA.

