P. O. BOX 4608

Real Estate Mortgage

SOUTH BEND, INDIANA 46634 THIS

MORTGAGE made this

5th day of

December

94 19

R & B OF NORTHWEST INDIANA, INC. Lake County, State of Indiana , (hereinafter referred to as "Mortgago CALUMET NATIONAL BANK, a national banking institution, having its principal offic Hohman Avenue, Hammond, Indiana (hereinafter referred to as "Mortgagee"),

9445783

#### WITNESSETH:

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, Mortgagor does hereby mortgage and warrant to Mortgagee the following described real estate situated in Lake County, State of Indiana, to-wit:

Porter

Indiana Indiana Illinois

St. Joseph Cook

SEE EXHIBIT "A" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREO

**Jocument** is

together with all rights, privileges, enterests mineral rights, water rights," air rights, timber wights, and/or gas trights, easements, improvements, appurtenances, fixtures and hereditaments therein, thereon, or thereto belonging, and the rents and profits and other through by safetoreat estate and premises; which said rents and profits are now and hereby assigned to Mortgagee as of the date of any default in the performance of any obligation of the Mortgagor ag stated herein or in any other agreement executed by and between the Mortgagor and Mortgagee.

THIS MORTGAGE IS GIVEN TO SECURE THE FOLLOWING:

Promissory Note or Notes The payment of executed a

R & B OF NORTHWEST INDIANA. INC.

to Mortgagee, and dated the original

DECEMBER 55, 19945 principal

amount

amounts , with the oxiginal maturity

\$1,800,000.00 or dates of MARCH 6, 1995 and with interest thereon as provided in said note or notes; and

Any renewal, extension or replacement of the indebtedness referred to in paragraph A above; and

> advancements Any and all future Mortgagee R & B OF NORTHWEST INDIANA, INC. and;

D. other Any

indebtedness

which

of

R & B OF NORTHWEST INDIANA. INC. might from time to time, while this Mortgage is in effect, owe Mortgagee; and

The performance by Mortgagor of all Mortgagor's covenants, agreements, promises, payments and conditions contained in this Mortgage agreement.

The Mortgagor shall have and hold the mortgaged premises unto the Mortgagee, for the purposes and uses set forth herein under the following terms

> ARTICLE 1. COVENANTS

Mortgagor hereby covenants and agrees with Mortgagee as follows:

Section 1.01. Security Agreement. If any of the property described above does not form a part and parcel of the premises or does not constitute a fixture, as that term is defined in the Uniform Commercial Code, this Mortgage is

(i) Chicago Title In CHIEF DEP. RECORDER AMAS.

hereby deemed a Security Agreement under the Uniform Commercial Code for the purpose of hereby creating a security interest in the premises. The Mortgagor hereby grants said security interest to the Mortgagee, as Secured Party, as that term is defined in the Uniform Commercial Code.

Section 1.02. Waste and Maintenance of Premises. The Mortgagor shall abstain from and not permit the commission of waste in or about the premises; shall not move or demolish, or alter the structural character of, any building at any time erected on the premises without the prior written consent of the Mortgagee; shall maintain the premises in good condition and repair, reasonable wear and tear excepted. The Mortgagee shall have the right, but not the duty, to enter upon the premises at any reasonable hour to inspect the interiors of any buildings and improvements located thereon.

Insurance Obligation. Section 1.03. The Mortgagor will procure, deliver to, and maintain for the benefit of the Mortgagee during the continuance of this Mortgage and until the same is fully satisfied and released, a policy or policies of insurance insuring the buildings and improvements now existing or hereafter erected on the said land against loss or damage by fire, lightning, windstorm, hail, explosion, riot, civil commotion, aircraft, vehicles, smoke, and such other hazards, casualties, and contingencies as the Mortgagee may designate. All policies of insurance required hereunder shall be in such form and amounts and by such companies, as the Mortgagee may accept, and shall contain a mortgagee clause acceptable to the Mortgagee, with loss payable to the Mortgagor and the Mortgagee as their interests may appear. The Mortgagor will promptly pay when due any premiums on any policy or policies of insurance required hereunder, and will deliver to the Mortgagee renewals of such policy or policies at least ten (10) days prior to the expiration date(s) thereps, the said policies and renewals to be marked "paid" by the issuing company or agent.

In the event of any loss or damage, the Mortgagor will give prompt notice thereof to the Mortgagor mendil proceeds pteingurance in the event of such loss or damage shall be payable jointly to the Mortgagor, its successors and assigns, and the Mortgagoe. All funds will be utilized by the Mortgagor to the extent necessary to restore the premises to substantially the same condition as the premises existed prior to the loss or damage, unless the Mortgagor shall elect not to do so. In the latter event, the Mortgagoe shall then apply the proceeds to the then existing indebtedness and the balance shall be paid to the Mortgagor.

Section 1.04. Payment of Taxes and Other Charges. The Mortgagor shall pay all real estate taxes, water and sewer rents, other similar claims and liens assessed or which may be assessed against the premises or any part thereof, without any deduction or abatement; as a manner acceptable to such taxing authorities and shall produce to the Mortgage receipts for the payment thereof in full and shall pay every other tax, assessment, claim, lien, or encumbrance which may at any time be or become a lien upon the premises prior to the lien of this Mortgage; provided, however, that if the Mortgagor shall in good faith, and by proper legal action, contest any organizates, claims, liens, encumbrances or other charges or the validity thereof, and shall have established on its books or by deposit of cash the Mortgagee (as the Mortgagee may elect), a reserve for the payment thereof in such amount as the Mortgagee may require, then the Mortgagor shall not be required to pay the same, or to produce such receipts, during the maintenance of said reserve and as long as such contest operates to prevent collection, and is maintained and prosecuted with diligence, and shall not have been terminated or discontinued adversely to the Mortgagor.

Section 1.05. Payment of Future Taxes. If at any time the United States Government or any other federal, state, or municipal government or subdivision thereof shall require internal revenue or other documentary stamps or the Mortgage or the note secured hereby, upon demand the Mortgagor shall pay for same; and on failure to make such payment within fifteen (15) days after demand for same, the Mortgagee may pay for such stamps and add the amount so paid to the principal indebtedness evidenced by the note and secured by this Mortgage, and said additional principal shall bear interest at the rate of eighteen (18%) percent per annum.

Section 1.06. Compliance with Ordinances. The Mortgagor shall comply with any municipal ordinance or regulation affecting the premises within thirty (30) days after notice thereof; provided, however, that if the Mortgagor shall in good faith, and by proper legal action, contest any such ordinance or regulation, or the validity thereof, then the Mortgagor shall not be required to comply therewith so long as such contest operates to prevent enforcement, and is maintained and prosecuted with diligence, and shall not have been terminated or discontinued adversely to the Mortgagor.

indebtedness secured by this Mortgage in accordance with its terms and with the terms of the note.

# ARTICLE 2. DEFAULT AND BREACH

Section 2.01. <u>Events of Default</u>. The following shall constitute Events of Default hereunder:

- (a) The failure of the Borrower or Mortgagor to pay any installment of principal or interest when the same is due.
- (b) The failure of the Borrower or Mortgagor to pay any other sum required to be paid in the note or in this Mortgage when the same is due.
- (c) The failure of the Borrower or Mortgagor to perform any covenant or agreement in the note or in this Mortgage.
- (d) Any assignment for the benefit of the Borrower's or Mortgagor's creditors, or other proceedings intended to liquidate or rehabilitate the Mortgagor's estate, or the Mortgagor's becoming insolvent within the meaning of the Federal Bankruptcy Code.

Section 2.02. Foreclosure on Default. Upon the occurrence of any one or more of said Events of Default, the entire unpaid balance on the principal, the accrued interest, and all other sums secured by this Mortgage, shall, at the option of the Mortgagee, become Commadiately dueland payable without notice or demand, and in any such Event of Default the Mortgagee may proceed to foreclose this Mortgage by judicial proceedings according to the statutes. Any failure to exercise said option shall not constitute a waiver of the right to exercise the option at any other time. In any such proceeding, there shall be allowed and included, as additional indebtedness that he judgements, all expenses which may be paid or incurred by or on behalf of the Mortgagee for the attorney's fees, outlays for documentary evidence, costs of abstracts of title, title searches, title insurance policies, and any other expenses which the Mortgagee may deem reasonably necessary to prosecute such suit or to maintain the sale pursuant to the judgement. The proceeds of any foreclosure sale shall be applied first, to the payment of all costs arising from the foreclosure proceedings; second, to the payment of all items other than principal and interest which are secured indebtedness under this Mortgage; third, to the payment of the unpaid principal and interest under the note; and fourther any surplus to the Mortgagor, his successors, or assigns.

Section 2.03. Possession and Receivership. The Mortgagee shall have the right in any proceeding to foreclose this Hortgage to the appointment of a receiver to collect the rents, issues, income, and profits of the premises and apply them to the payment of the independences, interest, attorney's fees and costs, and any other payments required by the note or this Mortgage, without notice and without regard to the adequacy of the premises to secure the indebtedness. Or, instead of such receivership, the Mortgagee may, at its option, itself take possession of the premises during the period of redemption, and collect the rents and apply them in the manner set forth above.

Section 2.04. Failure to Pay Taxes or Insurance Premium. receiving ten (10) days! written demand for payment and/or discharge from Mortgagee, the Borrower or Mortgagor fails to pay any tax, claim, lien or encumbrance which shall be or become prior in lien to this Mortgage, or to pay any insurance premium as aforesaid, or to keep the premises in repair, as aforesaid, then the Mortgagee, at its option, may pay said claim, lien, encumbrance, tax assessment, or premium, with right of subrogation thereunder, may make such repairs and take such steps as it deems advisable to prevent or cure such waste, and may appear in any action or proceeding with respect to any of the foregoing and retain counsel therein, and take such action therein as the Mortgagee deems advisable, and for any said purposes the Mortgagee may advance such sums of money as it deems necessary. All sums of money advanced by the Mortgagee pursuant to this section, together with interest on each such advance at the rate of eighteen (18%) percent per annum, shall be so much additional indebtedness secured hereby and shall immediately become due and payable without notice. The failure of the Mortgagee to act pursuant to this section shall not be deemed a waiver of any rights the Mortgagee may have because of any default on the Borrower or Mortgagor.

Section 2.05. Assignment of Leases and Rents. As a further security for payment of the indebtedness and performance of the obligations, covenants,

and agreements secured hereby, the Mortgagor hereby assigns to the Mortgages all leases already in existence and to be created in the future, together with all rents to become due under existing or future leases. This assignment, however, shall be operative only in the event of the occurence of a default hereunder, or under the note or other instrument collateral hereto, remaining uncured at the expiration of the grace period, if any, provided above in respect to such default; and in any such case the Mortgagor hereby confers on the Mortgages the exclusive power, to be used or not be used in its sole discretion, to act as agent, or to appoint a third person to act as agent for the Mortgagor, with power to take possession of, and collect all rents arising from, the premises and apply such rents, at the option of the Mortgagee, to the payment of the mortgage debt, taxes, costs of maintenance, repairs, expenses incident to managing, and other expenses, in such order of priority as the Mortgagee may in its sole discretion determine, and to turn any balance remaining over to the Mortgagor; but such collection of rents shall not operate as an affirmance of the tenant or lease in the event the Mortgagor's title to the premises should be acquired by the Mortgagee. The Mortgagee shall be liable to account only for rents and profits actually received by the Mcrtzagee. In exercising any of the powers contained in this section, the Mortgagee may also take possession of, and for these purposes use, any and all personal property contained in the premises and used by the Mortgagor in the rental or leasing thereof or any part thereof.

### ARTICLE 3. SATISFACTION AND RELEASE

Section 3.01. Satisfaction of Mortgage. If the Borrower and Mortgagor complies with the provisions of this Mortgage and pays to the Mortgagee said principal sum, and all other sums payable by the Borrower and Mortgagor to the Mortgagee as are hereby secured, in accordance with the provisions of the note and in the manner and at the Climes tharding set forth, without deduction, fraud, or delay, then and from thenceforth this Mortgage, and the estate hereby granted, shall cease and become void, anything hereinbefore contained to the contrary notwithstanding. Document is the property of

Section 3.02.threater Gouritle Bottlegor. Any transfer by sale, gift, devise, operation of law, or otherwise of the fee title interest in all or any portion of the mortgaged premises shall have the same consequences as an event of default respecting the indebtedness secured hereby, and upon such transfer, the Mortgagee, without prior notice or the clapse of any period of grace or the right to cure, shall have the right to declare all sums secured hereby immediately due and payable and, upon failure by the Mortgager to make such payment within thirty (30) days of written demand therefore, the Mortgagee shall have the right to exercise all remedies provided in the note, this Mortgage, or otherwise at law.

# ARTICLE 4. MISCELLANEOUS

Section 4.01. Notice: A notice which is mailed by certified mail to the Borrower or Mortgagor or at such other address as the Borrower or Mortgagor shall designate to the Mortgagee in writing, shall be sufficient notice when required under this Mortgage.

Section 4.02. <u>Cumulative Rights and Remedies</u>. The rights and remedies of the Mortgagee as provided herein, or in said note, and the warrant therein contained, shall be cumulative and concurrent, and may be pursued singly, successively, or together at the sole discretion of the Mortgagee, and may be exercised as often as occasion therefore shall occur; and the failure to exercise any such right or remedy shall in no event be construed as a waiver or release of the same.

Section 4.03. Lawful Rates of Interest. All agreements between the sorter or Montgagee and the Mortgagee are hereby expressly limited so that in no contingency or event whatsoever shall the amount paid, or agreed to be paid, to the Mortgagee for the use, forbearance, or detention of the money due under the Note secured hereby exceed the maximum amount permissible under applicable law. If, due to any circumstances whatsoever, fulfillment of any provision hereof, at the time performance of such provision shall be prescribed by law, then the obligation to be fulfilled shall be reduced to the limit of such validity, and if from any circumstances the Mortgagee should ever receive as interest an amount that would exceed the highest lawful rate, such amount that would be excessive interest shall be applied to the reduction of the principal amount owing under the note secured hereby and not to the payment of interest.

Section 4.04. State Law to Apply. This Mortgage shall be construed under and in accordance with the laws of the State of Indiana, and all obligations of the parties created hereunder are performable in Lake County, Indiana.

Section 4.05. Parties Bound. This Mortgage shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Mortgage.

Section 4.06. Severability. In case any one or more of the provisions contained in this Mortgage shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Mortgage shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

Section 4.07. Time of Essence. Time is of the essence of this Mortgage.

Section 4.08. Construction. The words "Mortgagor" and "Borrower" and "Mortgagee" include singular or plural, individual or corporation, and the respective heirs, representatives, personal executors, administrators, successors, and assigns of the Mortgagor and the Mortgagee, as the case may be. The use of any gender applies to all genders. If more than one party is named as the Mortgagor, the obligation hereunder of each such party is joint and several.

Section 4.09. Captions. The captions herein are inserted only for convenience of reference and in no way define, limit, or describe the scope of proper construction hereof.

intent of this Mortgage or any particular paragraph or section hereof, nor the IN WITNESS WHEREOF the Mortgager thas executed this Mortgage this DECEMBER NOT OFFICE A BOF NORTHWEST INDIANA, INC. This Document is the property los the Lake County Recogafor K. Luke, President Bharat Shah, Secretary STATE OF INDIANA COUNTY OF LAKE BEFORE ME, the undersigned a Notary Public in and for said County and State, personally appeared and acknowledged the execution of the above and free and voluntary act and deed for the uses foregoing instrument as and purposes therein set forth. and official seal day of hand this GIVEN under my 19 Notary Public My Commission Expires: County of Residence:

COUNTY OF LAKE

BEFORE ME, the undersigned, a Notary Public in and for said county and State, personally appeared Ralph A. Luke President Secretary Bharat Shah R & B OF NORTHWEST INDIANA, INC. respectively of a corporation, President have acknowledged that as such Secretary and and executed the above and foregoing instrument on behalf of said corporation and caused its corporate seal to be affixed thereto, as their free and voluntary caused its corporate seal to be affixed thereto, as their free and voluntary act and as the free and voluntary act and deed of said corporation for the uses and purpose their set forth and purpod ein set forth. hand and official seal this day of 5th Marilyn J. Alliss Notary Pu 6/30/98 Lake County of Residence:

This instrument prepared by:

Document is

NOT OFFICIAL!

88:

This Document is the property of the Lake County Recorder!

the Lake County Recorder:

# EXHBITI "A" - LEGAL DESCRIPTION

## PARCEL I:

PART OF THE SOUTHWEST QUARTER (1/4) OF SECTION 6, TOWNSHIP 37 NORTH, RANGE 4 EAST, PENN TOWNSHIP, ST. JOSEPH COUNTY, INDIANA, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER (1/4) OF SECTION 6, TOWNSHIP 37 NORTH, RANGE 4 EAST; THENCE NORTH, ON THE NORTH AND SOUTH CENTER LINE OF SECTION 6, A DISTANCE OF 1174.2 FEET, MORE OR LESS, TO A POINT THAT IS 200 FEET SOUTH OF THE INTERSECTION OF THE NORTH AND SOUTH CENTER LINE OF SECTION 6 WITH THE SOUTHERLY LINE OF MCKINLEY HIGHWAY (80 FEET WIDE) AND BEING THE POINT OF BEGINNING; THENCE LEFT (WEST) 90 DEGREES, A DISTANCE OF 160 FEET; THENCE NORTH, PARALLEL WITH THE NORTH AND SOUTH CENTER LINE OF SECTION 6, A DISTANCE OF 143.38 FEET TO THE SOUTHERLY LINE OF MCKINLEY HIGHWAY (80 FEET WIDE); THENCE NORTHEASTERLY CONTRELED SOUTHERLY LINE OF MCKINLEY HIGHWAY, A DISTANCE OF 169.72 FEET TO THE NORTH AND SOUTH CENTER LINE OF SECTION 61 THENCE SOUTH, A DISTANCE OF 200 FEET, TO THE POINT OF BEGINNING. SUBJECT TO THE AD OCCUPANTS is the property of

# the Lake County Recorder!

## PARCEL II:

OUTLET LETTERED "A" AS SHOWN ON THE RECORDED PLAT OF PENN-HARRIS AMERICAN BAPTIST FELLOWSHIP MINOR SUBDIVISION, RECORDED MARCH 1, 1984 IN THE OFFICE OF THE RECORDER OF ST. JOSEPH COUNTY, INDIANA, AS INSTRUMENT NO 8403760.

(PARCELS I AND II MORE COMMONLY KNOWN AS: 12530 MCKINLEY AVE., MISHAWAKA, IN)

#### PARCEL III:

LOTS 1 TO 10, BOTH INCLUSIVE EXCEPT THAT PART THEREOF TAKEN FOR HIGHWAY PURPOSES) BEOCK 2 GREATER GARY SUBDIVISION NUMBER 1, IN THE TOWN OF EAST CARY, AS SHOWN IN PLAT BOOK 13, PAGE 15 IN LAKE COUNTY, INDIANA; ALSO KNOWN AS: THAT PART OF LOTS 1 TO 10 INCLUSIVE, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF LCT 1 AFORESAID AND RUNNING THENCE SOUTH ALONG THE WEST DINE OF SMAN LOTS 1 TO 10 TO THE SOUTHWEST CORNER OF LOT 10 AFORESAID; THENCE SOUTH 88 DEGREES 53 MINUTES EAST ALONG THE SOUTH LINE OF LOT 10 AFORESAID, A DISTANCE OF 81.0 FEET MORE OR LESS, TO THE WEST LINE OF RIPLEY STREET AS WIDENED; THENCE NORTH ALONG THE WEST LINE OF RIPLEY STREET AS WIDENED, TO THE NORTH LINE OF LOT 1, AFORESAID, THENCE NORTH 88 DEGREES 53 MINUTES WEST ALONG THE NORTH LINE OF LOT 1, AFORESAID, A DISTANCE OF 81.0 FEET, MORE OR LESS TO THE PLACE OF BEGINNING, IN BLOCK 2 IN GREATER GARY SUBDIVISION NUMBER 1, IN THE TOWN OF EAST GARY, AS SHOWN IN PLAT BOOK 13, PAGE 15, IN LAKE COUNTY, INDIANA

(PARCEL III MORE COMMONLY KNOWN AS: 2168 RIPLEY STREET, LAKE STATION, IN)

PARCEL IV:

BEGINNING AT THE NORTHEAST CORNER OF SECTION 26, TOWNSHIP 36 NORTH, RANGE 6 WEST OF THE SECOND PRINCIPAL MERIDIAN, IN PORTER COUNTY, INDIANA; THENCE RUNNING SOUTH 330 FEET; THENCE WEST 152.15 FEET; THENCE NORTH 02 DEGREES 12 MINUTES EAST 330.1 FEET; THENCE EAST 139.5 FEET TO THE POINT OF BEGINNING (PARCEL IV MORE COMMONLY KNOWN AS: 2 WEST U.S.6, VALPARAISO, IN)

PARCEL VI

A PARCEL OF LAND COMMENCING WHERE THE WEST LINE OF STATE ROAD 49 INTERSECTS THE NORTH LINE OF STATE ROAD 6, AND RUNNING THENCE WEST 150 FEET; THENCE NORTH 150 FEET; THENCE EAST 150 FEET TO THE WEST LINE OF STATE ROAD 49, THENCE SOUTH 150 FEET TO THE POINT OF BEGINNING IN SECTION 19, TOWNSHIP 36 NORTH, RANGE 5 WEST OF THE SECOND PRINCIPAL MERIDIAN, IN PORTER COUNTY, INDIANA, (PARCEL V MORE COMMONLY KNOWN ASC 151 E. U.S. 6, VALPARAISO, IN)

This Document is the property of PARCEL VI

8, 9, 10 AND 11 IN BLOCK 16 IN CALUMET CITY FIRST LOTS 7 ADDITION, BEING A SUBDIVISION OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPTING THEREFROM THAT PART OF LOTS 7 AND 8, TAKEN AS A TRACT, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE EAST LINE OF SAID LOT 8, A DISTANCE OF 5.0 FEET FROM ITS NORTHEAST CORNER; THENCE NORTHWESTERLY TO A POINT ON THE NORTH LINE OF SAID LOT 7, A DISTANCE OF 107.20 FEET FROM ITS NORTHWEST CORNER), ALL IN COOK COUNTY, ILLINOIS

(PARCEL VI MORE COMMONDY KNOWN AS: 264 TORRENCE AVENUE, CALUMET CITY, IL)

PERMANENT TAX NUMBERS

LOT 7 - 29-12-207-020 LOT 8 - 29-12-207-021

LOT 10 - 29-12-207-022

LOT 11 - 29-12-207-023

THIS EXHIBIT "A" IS ATTACHED TO AND MADE A PART OF A CERTAIN MORTGAGE DATED DECEMBER 5, 1994 FROM R & B OF NORTHWEST INDIANA, INC. TO CALUMET NATIONAL BANK IN THE AMOUNT OF \$ 1,800,000.00.