

**AMASA G. COLBY**  
CHIEF DEP. RECORDER

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

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Hodges & Davis

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**MORTGAGE**

(and Assignment of Rents and Leases, and Security Agreement)

THIS MORTGAGE is made this 18th day of January, 1995 between the Mortgagor, **SOUTHLAKE COMMUNITY MENTAL HEALTH CENTER, INC.**, an Indiana corporation (herein "Mortgagor"), whose address is 8555 Taft Street, Merrillville, Indiana 46410, and the Mortgagee, **SOCIETY NATIONAL BANK, INDIANA**, a national banking corporation (herein "Bank"), whose address is 202 South Michigan, South Bend, Indiana 46601.

WHEREAS, Mortgagor is indebted to Bank pursuant to the terms and conditions of a certain Revolving Loan Agreement bearing even date herewith together with all modifications, amendments, renewals, refinancing and extensions thereof ("Loan Agreement") and a Master Revolving Note, bearing even date herewith, executed by Mortgagor as maker in favor of Bank as payee in the principal sum of One Million Dollars (\$1,000,000.00) together with interest, attorneys' fees, and other costs including costs of collection incurred by the Bank in connection therewith and all modifications, amendments, renewals, refinancing and extensions of the whole or any part thereof.

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THEREFORE, TO SECURE to Bank (i) repayment of the obligations of Mortgagor evidenced by the Loan Agreement and Master Revolving Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Mortgagor herein contained, (ii) the repayment of any future advances, with interest thereon, made to Mortgagor, and (iii) any and all obligations or indebtedness of Mortgagor to Bank or an Affiliate Bank (as that term is defined in the Loan Agreement) whether now existing or hereafter created, absolute or contingent, direct or indirect, and however evidenced, Mortgagor does hereby mortgage and warrant to Bank the property located in the county of Lake, state of Indiana, which property is more fully described as follows:

THE WEST 842 FEET OF THE NORTH 550 FEET OF THE NORTHEAST QUARTER OF SECTION 29, TOWNSHIP 35 NORTH, RANGE 8 WEST OF THE 2ND P. M., IN LAKE COUNTY, INDIANA. MORE COMMONLY KNOWN AS 8555 TAFT STREET, MERRILLVILLE, INDIANA 46410.

Key No. 15-128-27

THE SOUTH ONE HUNDRED TWENTY-FIVE FEET OF THE NORTH SIX HUNDRED SEVENTY-FIVE FEET OF THE WEST SEVEN HUNDRED FIFTY FEET OF THE NORTHEAST 1/4 OF SECTION 29, TOWNSHIP 35 NORTH, RANGE EIGHT WEST OF THE SECOND PRINCIPAL

Chicago Title Insurance Company

28.00  
ct

**MERIDIAN, EXCEPT THE WEST 50.0 FEET THEREOF, IN  
LAKE COUNTY, INDIANA. MORE COMMONLY KNOWN  
AS 8575 TAFT STREET, MERRILLVILLE, INDIANA 46410.**

**Key No. 15-128-29**

**TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property covered by this Mortgage, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with the property covered by this Mortgage are herein referred to as the "Property."**

**Including, without limitation, of the foregoing Mortgagor grants to Bank a continuing security interest in:**

- A. All rents, income, contract rights, issues and profits now due or which may become due under or by virtue of any lease, rental agreement or other contract, whether written or oral, for the use or occupancy of the Property or any part thereof, together with all tenant security deposits;**
- B. All buildings and improvements now or hereafter thereon, and all appurtenances, easements, rights in party walls, water and water rights, pumps and pumping plants;**
- C. All fixtures and property now or hereafter attached to or used in the operation of the Property, including, but not limited to, machinery, equipment, appliances and fixtures for generating or distributing air, water, heat, electricity, light, fuel or refrigeration, or for ventilating or sanitary purposes, or for the exclusion of vermin or insects, or for the removal of dust, refuse or garbage, all wall beds, wall safes, built-in furniture and installations, shelving, lockers, partitions, door stops, vaults, elevators, dumbwaiters, awnings, window shades, venetian blinds, light fixtures, fire hoses and brackets and boxes for same, fire sprinklers, alarm systems, drapery rods and brackets, screens, linoleum, carpets, plumbing, sinks, ice boxes, refrigerators, heating units, stoves, water heaters, incinerators, communication systems and all installations for which any such building is specifically designed;**
- D. All awards, compensation and settlements in lieu thereof made as a result of the taking by power of eminent domain of the whole or any part of the Property;**
- E. All trade names by which all or any part of the Property is known, any books and records relating to the use and operation of all or any portion of the Property, all present and future plans and specifications and contracts relevant to the design, construction, management or inspection of any construction on any improvements on the Property and all present and future licenses (to the extent they are assignable under Indiana law), permits,**

approvals and agreements with or from any municipal corporation, county, state or other governmental or quasi-governmental entity relevant to the development, improvement, operation or use of all or any portion of the Property.

F. All rights of Mortgagor in and to any escrow or withhold agreements, surety bonds, warranties, management contracts, leasing or sales agreements with any real estate agents or brokers, and service contracts with any entity, which are in any way relevant to the development, improvement, leasing sale or use of the Property or any personal property located thereon; all of said items whether now or hereafter installed being hereby declared to be, for all purposes of this Mortgage and Security Agreement, a part of the realty, and all the estate, interest or other claim or demand, including insurance, in law as well as in equity, which Mortgagor now has or may hereafter acquire in and to the aforesaid property, the specific enumerations herein not excluding the general.

Mortgagor covenants that Mortgagor is lawfully seized of the estate hereby conveyed and has the right to mortgage and warrant the Property, and the Property is free and clear of all easements, reservations, conditions, restrictions, encumbrances and liens whatsoever (except easements and restrictions of record) and Mortgagor will warrant and defend generally the title to the Property against all claims and demands, subject to the easements and restrictions of record.

Mortgagor and Bank covenant and agree as follows:

1. **Payment of Sums Secured by Mortgage.** The recitals above set forth are a part of this Mortgage for all purposes, and Mortgagor shall pay, when due, under the terms of the Loan Agreement and Master Revolving Note and the terms of this Mortgage any and all obligations of Mortgagor to Bank, including without limitation any of the principal or interest or any future advances, together with all interest, costs of collection, expenses and attorneys' fees incurred in collecting said indebtedness of Mortgagor or enforcing the Note and/or this Mortgage and/or any future advances or obligations of the Mortgagor.

2. **Charges; Liens.** Mortgagor shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property, by making payment, when due, directly to the payee thereof. Mortgagor shall promptly furnish to Bank all notices of amounts due under this paragraph and Mortgagor shall promptly furnish to Bank receipts evidencing such payments.

3. **Hazard Insurance.** Mortgagor shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire and other hazards included within the term "extended coverage," and such other hazards as Bank may reasonably require and in such amounts and for such periods as Bank may reasonably require.

The insurance carrier providing the insurance shall be chosen by Mortgagor subject to approval by Bank; provided, that such approval shall not be unreasonably withheld. All

premiums on insurance policies shall be paid by Mortgagor making payment, when due, directly to the insurance carrier.

All insurance policies and renewals thereof shall be in a form acceptable to Bank and shall include a standard mortgage clause in favor of Bank. Bank shall have the right to hold such insurance policies and renewals thereof, and Mortgagor shall promptly furnish to Bank all renewal notices and all receipts of paid premiums. All such insurance policies and renewals thereof shall have a provision that they may not be amended or terminated (including, but not limited to, being terminated for non-payment of premium) unless Bank is given thirty (30) calendar days' prior written notice. In the event of loss, Mortgagor shall give prompt notice to the insurance carrier and Bank. Bank may make proof of loss if not made promptly by Mortgagor.

Should any loss occur to the insured property, Mortgagor will promptly give notice by mail to Bank of such loss or damage and will not adjust or settle such loss without the written consent of Bank, and Bank is hereby appointed agent for Mortgagor to make proof of loss if Mortgagor fails to do so promptly, to receipt for any sums collected under said policies, which said sums or any part thereof at the option of Bank may be applied as payment on the indebtedness hereby secured or to the restoration or repair of the property so destroyed or damaged, and, in the event any insurance losses are paid by check, draft or other instrument payable to Mortgagor and Bank jointly, Bank may endorse Mortgagor's name thereon and take such further steps on behalf of Mortgagor as are necessary to realize on such instrument.

4. **Preservation and Maintenance of Property.** Mortgagor shall keep the Property in good repair and shall not permit or commit waste, impairment, or deterioration of the Property; will permit Bank, its agents or representatives to inspect the same at any reasonable time; will comply with all reasonable requirements made by Bank with respect to maintaining and preserving said property; will comply with all laws, ordinances and regulations affecting said property or its use; will not alter, destroy or remove any of the buildings, improvements or property covered by this Mortgage and Security Agreement or permit the Property to be altered, destroyed or removed or used for any purpose other than that for which it is now used without first obtaining Bank's written permission; will complete in a good workmanlike manner any building or improvement which is being or may be constructed or repaired thereon; will pay when due all claims for labor performed and material furnished on and to the Mortgaged Property, and will not permit any lien of mechanics or materialmen nor any judgment lien to attach to the Property.

5. **Protection of Bank's Security.** If Mortgagor fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Bank's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or proceedings involving a bankruptcy then Bank at Bank's option, may make such appearances, disburse such sums and take such action as is necessary to protect Bank's interest, including, but not limited to, disbursement of

reasonable attorney's fees and entry upon the Property to make repairs. Any amounts disbursed by Bank pursuant to this paragraph 5, with interest thereon, shall become additional indebtedness of Mortgagor secured by this Mortgage. Unless Mortgagor and Bank agree to other terms of payment, such amounts shall be payable upon notice from Bank to Mortgagor requesting payment thereof, and shall bear interest from the date of disbursement at the rate of three percent (3%) above the daily prime commercial lending rate in effect at Bank from time to time, unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible by applicable law. Nothing contained in this paragraph 5 shall require Bank to incur any expense or do any act hereunder.

6. **Assignment of Rents.** Pursuant to the introductory paragraphs of this Mortgage and Security Agreement, all of the rents, issues and profits of the Property have been assigned to Bank as consideration for any and all obligations of Mortgagor. As of this date, no rents have been paid in advance, and in the future, no rents will be accepted in advance (other than current rentals) or in amounts less than specified under leases now or hereafter on the Property. Neither the taking of possession of the Property or the collecting of rents, issues and profits and the application thereof pursuant to the Assignment shall cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

Upon the occurrence of any Event of Default, or if the Bank in the reasonable exercise of its discretion determines that payment or performance of Mortgagor's obligations to Bank is insecure, Bank may, at any time without notice, either in person, by agent or by a court-appointed receiver sue for or otherwise collect such rents, revenues, profits, and income from the Property as specified in this Assignment as the same become due and payable, including, but not limited to, rents then due and unpaid. All rents collected shall immediately be held by Mortgagor as trustee for the benefit of Bank only. Mortgagor agrees that commencing upon the occurrence of such Event of Default, each tenant of the Property shall make its rent payable to and pay such rent to Bank (or Bank's agents) on Bank's written demand therefor, delivered to such 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 an Event of Default by Mortgagor.

All rents, revenues, profits, and income collected subsequent to the occurrence of any Event of Default shall be applied at the discretion of, and in such order as determined by Bank to the costs, if any, of collecting such amounts, including, but not limited to, reasonable attorneys' fees, receiver's fees, premiums on receiver's bonds, costs of repairs to the Property, premiums on insurance policies, taxes, assessments, and other charges on the Property, and to the sums secured by this Assignment. Bank or the receiver shall have access to the books and records used in the operation and maintenance of the Property and shall be liable to account only for those rents actually received. Bank shall not be liable to Mortgagor, anyone claiming under or through Mortgagor, or anyone having an interest in the Property by reason of anything done or left undone by Bank hereunder.

**7. Creation of Security Interest.**

A. With respect to any portion of the Property which constitutes personal property, fixtures or other property governed by the Uniform Commercial Code of the state in which the Property is located ("UCC"), this Mortgage and Security Agreement shall constitute a security agreement between Mortgagor as the debtor and Bank as the secured party, and Mortgagor hereby grants to Bank a security interest in such portion of the Property (the "Personal Property"). Cumulative of all other rights of Bank hereunder, Bank shall have all of the rights conferred upon secured parties by the UCC. Mortgagor will execute and deliver to Bank all financing statements that may from time to time be required by Bank to establish and maintain the validity and priority of the security interest of Bank, or any modification thereof, and all costs and expenses of any searches required by Bank. Bank may exercise any or all of the remedies of a secured party available to it under the UCC with respect to such Personal Property, and it is expressly agreed that if upon an Event of Default Bank should proceed to dispose of such Personal Property in accordance with the provisions of the UCC, ten (10) days' notice by Bank to Mortgagor shall be deemed to be reasonable notice under any provision of the UCC requiring such notice; provided, however, that Bank may at its option dispose of such Personal Property in accordance with Bank's rights and remedies with respect to the real property pursuant to the provisions of this Mortgage and Security Agreement, in lieu of proceeding under the UCC.

B. Some of the items of the Property described herein are goods that are or are to become fixtures related to the Property, and it is intended that as to those goods, this Mortgage and Security Agreement shall be effective as a financing statement filed as a fixture filing from the date of its filing for record in the real estate records of the county in which the Property is situated.

C. Mortgagor authorizes Bank to execute and file or record such financing statements or other documents signed only by Bank, as secured party, and without the signature of Mortgagor in any public office deemed necessary by Bank to perfect or continue the perfection of Bank's security interests in the Personal Property.

**8. Environmental Requirements.** Mortgagor covenants that: (i) no substances, including without limitation, asbestos or any substance containing asbestos and deemed hazardous under any Hazardous Material Law (defined below), the group of organic compounds known as polychlorinated biphenyls, flammable explosives, radioactive materials, chemicals known to cause cancer or reproductive toxicity, pollutants, effluents, contaminants, emissions, or related materials and any items included in the definition of hazardous or toxic waste, materials or substances ("Hazardous Materials") under any law relating to environmental conditions and industrial hygiene, including without limitation, the Resource Conservation and Recovery Act of 1976 (RCRA), 42 U.S.C. §§ 6901 *et seq.*; the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA), 42 U.S.C. §§

9601-9657, as amended by the Superfund Amendments and Reauthorization Act of 1986 (SARA); the Hazardous Materials Transportation Act, 49 U.S.C. §§ 6901 *et seq.*; the Federal Water Pollution Control Act, 33 U.S.C. §§ 1251 *et seq.*; the Clean Air Act, 42 U.S.C. §§ 741 *et seq.*; the Clean Water Act, 33 U.S.C. § 7401; the Toxic Substances Control Act, 15 U.S.C. §§ 2601-2629; the Safe Drinking Water Act, 42 U.S.C. §§ 300f--300j; and all amendments thereto, and all similar federal, state and local environmental statutes, ordinances, and the regulations, orders, decrees now or hereafter promulgated thereunder (collectively, the "Hazardous Material Law"), shall hereafter be installed, used, generated, manufactured, treated, handled, refined, produced, processed, stored, or disposed of, or otherwise placed in, on or under the Property except as not prohibited by any Hazardous Material Law; (ii) no activity shall hereafter be undertaken on the Property that would cause (a) the Property to become a hazardous waste treatment, storage, or disposal facility within the meaning of, or otherwise bring the Property within the ambit of, RCRA or any other Hazardous Material Law; (b) a release or threatened release of Hazardous Materials from the Property within the meaning of, or otherwise bring the Property within the ambit of, CERCLA or SARA or any other Hazardous Material Law; or (c) the discharge of Hazardous Materials into any watercourse, body of surface or subsurface water or wetland, or the discharge into the atmosphere of any Hazardous Materials that would require a permit under any Hazardous Material Law; (iii) no activity shall be undertaken with respect to the Property that would cause a violation or support a claim under RCRA, CERCLA, SARA, or any other Hazardous Material Law; and (iv) no underground storage tanks or underground deposits shall be located on the Property in violation of any Hazardous Materials Law.

Mortgagor represents and warrants that to the best of Mortgagor's knowledge and belief, there has never been any event at, on or in connection with the Property which would be deemed a release, storage or disposal of any Hazardous Material; or which constituted a violation of the Hazardous Material Law.

Mortgagor shall immediately advise Bank in writing of any of the following matters of which Mortgagor receives actual notice or otherwise obtains or has actual knowledge: (i) any governmental or regulatory actions instituted or threatened under any Hazardous Materials Law affecting the Property; (ii) all claims made or threatened by any third party against Mortgagor or the Property relating to damage, contribution, cost recovery, compensation, loss, or injury resulting from any Hazardous Materials; (iii) the discovery of any occurrence or condition on any real property adjoining or in the vicinity of the Property that could cause the Property to be classified in a manner that may support a claim under any Hazardous Material Law; and (iv) the discovery of any occurrence or condition on the Property or any real property, adjoining or in the vicinity of the Property that could subject Mortgagor or the Property to any restrictions on ownership, occupancy, transferability or use of the Property under any Hazardous Material Law. Bank may elect to join and participate in any settlements, remedial actions, legal proceedings, or other actions initiated in connection with any claims under any Hazardous Material Law and to have its reasonable attorney fees paid by Mortgagor. At its sole costs and expense, Mortgagor agrees when applicable or upon request of Bank to promptly and completely cure and remedy every violation of any Hazardous Material Law.

dous Material Law caused by Mortgagor or existing on or because of the Property and to promptly remove all Hazardous Materials on the Property and to dispose of the same as required by Hazardous Material Law or by Bank.

Bank (by its officers, employees, and agents) at any time and from time to time may contract for the services of persons (the "Site Reviewers") to perform environmental site assessments ("Site Assessments") on the Property for the purpose of determining if there exists on the Property any environmental condition that could reasonably be expected to result in any liability, cost, or expense to the owner, occupier, or operator of the Property arising under any of the Hazardous Material Law relating to Hazardous Materials. The Site Reviewers are hereby authorized to enter upon the Property for purposes of conducting Site Assessments. The Site Reviewers are further authorized to perform both above and below the ground testing for environmental damage or the presence of Hazardous Materials on the Property and such other tests on the Property as may be necessary to conduct the Site Assessments in the reasonable opinion of the Site Reviewers. Mortgagor agrees to supply to the Site Reviewers such historical and operational information regarding the Property as may be reasonably requested by the Site Reviewers to facilitate the Site Assessments and will make available for meetings with the Site Reviewers appropriate personnel having knowledge of such matters. The results of Site Assessments shall be furnished to Mortgagor upon request. The cost of performing such Site Assessments shall be paid by Mortgagor.

Mortgagor shall indemnify, defend, and hold harmless Bank, its directors, officers, employees, agents, successors, and assigns from and against (i) any loss, liability, damage, cost, expense or claim arising from the imposition or recording of a lien, the incurring costs of required repairs, cleanup, or detoxification and removal under any Hazardous Materials Law with respect to the Property or liability to any third party in connection with any violation of a Hazardous Material Law; (ii) any other loss, liability, damage, expense, or claim that may be incurred by or asserted against Mortgagor directly or indirectly arising from the presence on or under, or the discharge, emission, or release from the Property into or upon the land, atmosphere, or any watercourse, body of surface or subsurface water or wetland, arising from the installation, use, generation, manufacture, treatment, handling, refining, production, processing, storage, removal, cleanup, or disposal of any Hazardous Materials whether or not caused by Mortgagor; (iii) loss of value of the Property as a result of any such lien, cleanup, detoxification, loss, liability, damage, expense or claim or a failure or defect in title occasioned by any Hazardous Materials or Hazardous Material Law; and (iv) all foreseeable and unforeseeable incidental and consequential damages.

9. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof (including conveyance in lieu of condemnation), are hereby assigned and shall be paid to Bank, and the proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Mortgagor.



10. **Mortgagor Not Released.** Extension of the time for payment or modification of the Note by Bank shall not operate to release, in any manner, the liability of the Mortgagor. Bank shall not be required to commence any legal proceedings or refuse to extend time for payment or otherwise modify the Note by reason of any demand made by the Mortgagor.

11. **Forbearance by Bank Not a Waiver.** Any forbearance by Bank in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any right or remedy hereunder. The procurement of insurance or the payment of taxes or other liens or charges by Bank shall not be a waiver of Bank's right to accelerate the maturity of the indebtedness secured by this Mortgage.

12. **Remedies Cumulative.** All remedies provided in this Mortgage are distinct from, and cumulative to, any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively.

13. **Successors and Assigns Bound; Captions; Joint and Several Liability.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to the benefit of, the respective heirs, personal representatives, successors and assigns of Bank and Mortgagor, subject to the provisions of paragraph 17 hereof. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof. All covenants and agreements of Mortgagor shall be joint and several.

14. **Notice.** Any notice required or otherwise given concerning this Mortgage shall be given as notices are required to be given under the terms of the Loan Agreement.

15. **Governing Law; Severability.** This Mortgage shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Mortgage and the Note are declared to be severable.

16. **Mortgagor's Copy.** Mortgagor shall be furnished a copy of this Mortgage at the time of execution or after recordation hereof.

17. **Transfer of the Property; Assumption.** The Property or any part of the Property or any interest therein may not be sold (including, but not limited to, a sale on land contract) or otherwise transferred by Mortgagor without Bank's prior written consent.

18. **Acceleration; Remedies.** Upon Mortgagor's breach of any covenant or agreement of Mortgagor in this Mortgage, or upon breach of any covenant or agreement of Mortgagor in the Note secured by this Mortgage, or in the Loan Agreement, or any default

by Mortgagor pursuant to the terms of any note executed by Mortgagor in favor of Bank or any Affiliate Bank or in the performance or observance of any covenants, conditions or agreements contained in any agreement entered into by Mortgagor and the Bank or any Affiliate Bank or any Event of Default, as defined herein, all of the sums secured by this Mortgage shall become at Bank's option, immediately due and payable by Mortgagor and Bank may foreclose this Mortgage by judicial proceedings in accordance with law and/or pursue any and all other rights and remedies that it has at law or in equity. Bank shall be entitled to collect all expenses incurred in so doing, including, but not limited to, all collection costs incurred prior to foreclosure and all expenses of foreclosure including, but not limited to, reasonable attorneys' fees, costs related to paragraph 8 "Environmental Requirements," costs of documentary evidence, abstracts, appraisals, title commitments, and title reports.

19. Future Advances. Bank, at Bank's option prior to release of this Mortgage, may make future advances to Mortgagor. Such future advances with interest and all indebtedness of Mortgagor to Bank now existing or hereafter created, whether absolute or contingent, direct or indirect, and however evidenced, with interest thereon, shall be secured by this Mortgage.

20. Events of Default. An "Event of Default" shall exist if any of the following occur:

- A. Default shall be made in the payment of any principal or interest payment of the Master Revolving Note when and as the same shall become due and payable pursuant to the terms of the Note.
- B. Default shall be made in the performance or observance of any of the other covenants, conditions or agreements contained in this Mortgage, in the Note, in the Loan Agreement or in any instrument furnished in compliance with or in reference to the Loan Agreement or Note.
- C. Any default by Mortgagor in the payment of any principal or interest when and as the same shall become due and payable pursuant to the terms of any note executed by Mortgagor in favor of the Bank or any Affiliate Bank or in the performance or observance of any covenants, conditions or agreements contained in any agreement entered into by Mortgagor and the Bank or any Affiliate Bank.
- D. Abandonment of the Property by Mortgagor.

21. Appointment of Receiver. Upon commencement of any judicial proceedings to enforce any right under this Mortgage, the court in which such proceeding is brought, at any time thereafter, without notice to Mortgagor or any party claiming under Mortgagor (such notice being hereby expressly waived) and without reference to the then value of the Mortgaged Property, to the use of said property as a homestead or to the solvency or

insolvency of any person liable for said indebtedness or other grounds for extraordinary relief, may appoint a receiver for the benefit of Bank with power to take immediate possession of the Mortgaged Property, manage, rent and collect the rents, issues and profits thereof and such rents, issues and profits when collected may be applied toward the payment of any indebtedness then due and secured hereby and to the costs, taxes, insurance or other items necessary for the protection and preservation of the Mortgaged Property, including the expenses of such receivership.

22. **Waiver of Valuation and Appraisement.** Mortgagor waives the benefit of any valuation or appraisement law now or at any time hereafter in force.

23. **Extensions; Reductions; Modifications; Renewals.** Bank, at its option, may extend the time for payment of any and all obligations of Mortgagor or reduce the payments thereon or accept a renewal note or renewal notes therefor, or enter into any agreement modifying the provisions of any note thereof, without affecting the priority of this Mortgage or altering or impairing the security provided hereby in any manner whatsoever.

24. **Release of Mortgage.** Provided that all obligations secured by this Mortgage have been paid in full and there shall be no commitments by Bank to extend credit or grant financial accommodation to be secured by this Mortgage, whether to Mortgagor or any other party whose obligations to Bank are to be secured by the Mortgage, Mortgagor may terminate this Mortgage by giving written notice to Bank, actually received by Bank and acknowledged in writing by an officer of Bank, that Mortgagor is terminating this Mortgage.

Following such termination, in accordance with the terms and provisions herein, and, upon request of Mortgagor, Bank shall release this mortgage.

No notice of termination shall in any way affect this Mortgage or any transactions entered into, obligations incurred by Mortgagor, or rights and powers created in favor of Bank prior to the receipt of notice of termination given in accordance with this subparagraph.

"MORTGAGOR":

Southlake Community Mental Health Center, Inc.

By: Lee C. Strawhun  
Lee C. Strawhun, President

Address of Mortgagor:  
8555 Taft Street  
Merrillville, IN 46410

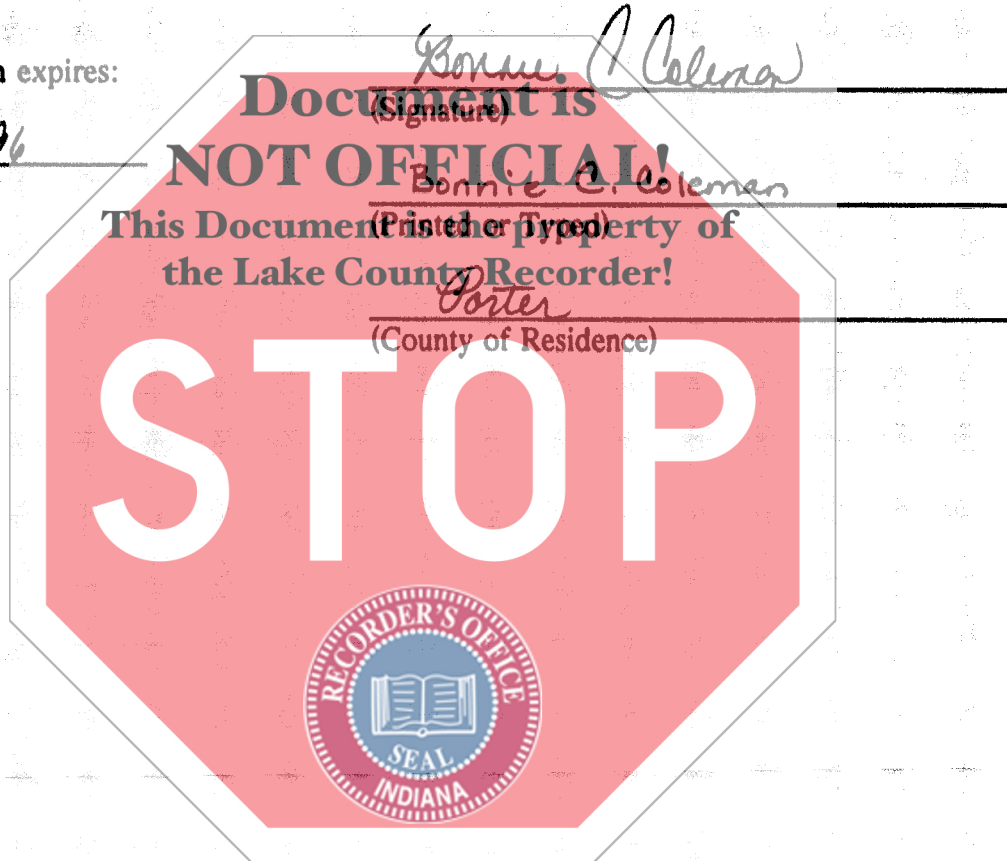
STATE OF INDIANA )  
 )SS:  
Lake COUNTY )

Before me, the undersigned, a notary public, in and for said county and state, this 18 day of February, 1995, came Lee C. Strawhun, personally and on behalf of Southlake Community Mental Health Center, Inc. in his capacity as President of Southlake Community Mental Health Center, Inc., and acknowledged the execution of the foregoing instrument.

WITNESS my hand and official seal.

My commission expires:

9/19/96



This instrument was prepared by Patricia E. Primmer, Esq. (6505-71), May, Oberfell & Lorber, 300 North Michigan, South Bend, Indiana 46601 (219) 232-2031.