

Record & return to: NBD Bank, N.A.  
8585 Broadway  
P.O. Box 13009  
Merrillville, IN 46411-3009

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**INDEMNIFYING REAL ESTATE MORTGAGE**

This Mortgage made the \_\_\_ day of August, 1995, by LAKE COUNTY TRUST COMPANY, AS TRUSTEE UNDER A TRUST AGREEMENT DATED JULY 20, 1988, AND KNOWN AS TRUST NO. 3841 of Crown Point, IN 46307, hereinafter referred to as "Mortgagor" unto NBD BANK, N. A., of Gary, Indiana, hereinafter referred to as "Mortgagee",

WITNESSETH:

This Mortgage is given in consideration of any loan or other financial accommodations by NBD Bank, N. A. to Hamstra Builders, Inc., an Indiana Corporation, and specifically to secure the payment of certain line of credit notes herewith, not to exceed in the aggregate the principal sum of Four Million and NO/100 Dollars (\$4,000,000.00) given to NBD Bank, N. A. by Hamstra Builders, Inc., an Indiana Corporation (hereinafter, "Borrower"), payable as therein provided, and to further secure the guaranty of said notes by Wilbert Hamstra and Peggy Hamstra (hereinafter, "Guarantors") and for the purpose of securing the repayment of said obligations, and to indemnify the Mortgagee from any loss or damage that it may incur by the failure of said obligations to be paid as agreed, the undersigned hereby mortgage and warrant to the Mortgagee, the property situated in County, State of Lake, described as follows, to-wit:

See attached Exhibit "A",

together with all buildings, improvements, structures, appurtenances, fittings, equipment and fixtures attached, erected or used in connection with the property or hereafter acquired attached, erected, appurtenant or used in connection with the property, including but not limited to storm and screen windows and doors, cabinets, bathroom fixtures, drapes, shades, floor coverings, stoves, refrigerators and other appliances, gas, steam, electric and other air-conditioning, heating, and lighting apparatus, all of which are to be deemed to be a part of the property, whether, physically attached or not, together with all rents, issues, income, profits, rights, privileges, interests, easements and hereditaments thereof (hereinafter, "Property").

And that said Mortgagor does covenant with the said Mortgagee as follows: First, that Mortgagor is lawfully seized of the Property in fee simple; Second, that Mortgagor has a good right to convey the same; Third, that the same are free from all liens and encumbrances except as set out in Clause 5 below; Fourth, that the Mortgagee shall quietly enjoy and possess the same; and that the Mortgagor will warrant and defend the title to the same against all lawful claims.

The Mortgagor for himself, herself, his, her heirs, executors, administrators, successors, and assigns, covenants and agrees with the Mortgagee, its successors and assigns as follows:

1. If there is a default in the payment of any obligations hereby secured or in the performance of any of the Mortgagor's, Borrower's, or Guarantor's, covenants set forth in this Mortgage or other instruments signed in conjunction with the obligations this mortgage secures, or if Mortgagor should abandon the Property, or if the Property or any part thereof should be attached, levied upon or seized, or if the Mortgagor, Borrower, or Guarantor, should become bankrupt or insolvent or make an assignment for the benefit of creditors or if a receiver should be appointed for the Mortgagor, Borrower, or Guarantor, then all obligations secured hereby shall, at Mortgagee's option, become immediately due and payable, without notice or demand, and the Property shall be subject to foreclosure of this Mortgage, and the Mortgagee, if it elects to foreclose the same, shall become entitled to the immediate possession of the Property together with all 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 of this Mortgage.

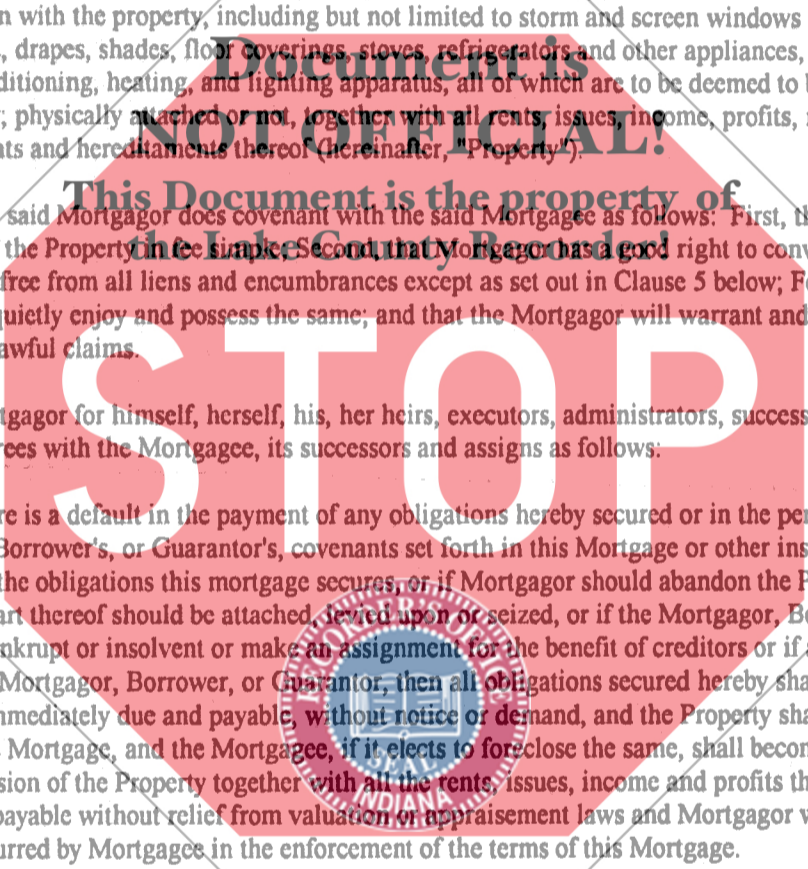
2. For the duration of any obligation hereby secured: (a) The Mortgagor will keep the Property in its present state of repair, normal wear and tear excepted; (b) Mortgagor will pay all taxes and assessments imposed on the Property and will otherwise take such action and exercise such forbearance as may be necessary in order that the Property shall not hereafter become subject to any lien or encumbrance superior to this Mortgage; (c) Mortgagor will procure and maintain insurance with insurance companies acceptable to Mortgagee, against damage to or destruction of the improvements included in Property by fire and windstorm or by any cause customarily included in the terms "extended coverage" such insurance to be in a sum not at any time less than the value of such improvements or the total of the obligations then hereby secured, plus all taxes, assessments and indebtedness then secured by any liens or encumbrances superior hereto on the Property whichever is smaller, and to be payable to the Mortgagee as its interest may appear; (d) Mortgagor will deliver the policy or a certificate evidencing said insurance to the Mortgagee and will allow Mortgagee possession of the same, and the Mortgagee may collect the proceeds of any insurance. Mortgagor appoints Mortgagee as his attorney-in-fact to endorse any insurance checks and drafts payable to him; (e) This Mortgage and the obligations secured hereby may not be assumed, there can be no transfer or sale of any interest in the Mortgagor or any beneficial interest in Mortgagor, if Mortgagor is not a natural person but is a corporation, partnership, Trust, or other legal entity, without prior written consent of the Mortgagee; (f) Mortgagor will pay and keep current any mortgage on the Property that is superior to this Mortgage and immediately advise Mortgagee in writing of his failure to do so; (g) Mortgagor will not further mortgage or encumber the Property in any way without the express written consent of the Mortgagee. This prohibition shall include the Mortgagor borrowing any future monies from any senior mortgage holder under any "other indebtedness" or "future advance" clause without the prior written consent of the Mortgagee; (h) Mortgagor shall not allow any judgment liens; mechanic's liens or other liens of any nature or kind to be placed

Chicago Title Insurance Company

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STATE OF INDIANA  
LAKE COUNTY  
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Handwritten initials/signature

against the Property, and if such lien or liens should be affixed or placed on the Property, Mortgagor shall immediately advise Mortgagee of this fact in writing and cause said lien to be satisfied and released within five (5) days from the entry thereof.

3. If the Mortgagor shall fail to make any payment or to obtain any insurance, service or materials or pay or remove any liens on the Property necessary for the performance of any of Mortgagor's covenants above set forth, then the Mortgagee at its option may do so, and its expenditures for any such purpose shall be added to and become part of the obligations hereby secured. Any amount so added shall, from the date of payment thereof by the Mortgagee, bear interest at the rate of interest set forth in the obligation.

4. The Mortgagee at its option may extend the time or the payment of any obligation 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 obligations without consent of any junior lienholder, and without the consent of the Mortgagor. No such extension, reduction, renewal or release shall affect 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 the Mortgagor to the Mortgagee. No delay by the Mortgagee in the exercise of any of its rights hereunder shall preclude the exercise thereof so long as the Borrower is in default of any of the obligations hereby secured and no failure of the Mortgagee to exercise any of its rights because of one default shall preclude the exercise thereof for a subsequent default. The Mortgagee may enforce any one or more of its rights or remedies hereunder successively or concurrently.

5. That the Property mortgaged hereby is free, clear and unencumbered except as to (a) real estate taxes not yet due; (b) usual easements, covenants and restrictions of record; (c) various real estate mortgages to NBD Bank, N. A. which Mortgages are not in default; (d) Other: None.

6. In the event this Mortgage is subject to a Mortgage set out in the paragraph above, or any other mortgage or encumbrance and that prior mortgage or encumbrance is in default or is foreclosed upon, or in the event Mortgagor without Mortgagee's prior written consent, sells or transfers any interest in this Property, then at the option of the Mortgagee, this Mortgage and the obligations it secures shall become immediately due and payable in full, and further, that the Mortgagee may immediately foreclose this Mortgage, all without any notice or demand whatsoever.

7. That the Mortgagor will indemnify and save harmless from, and repay on demand the Mortgagee for, any loss, damage, expense, or attorney's fees which may be incurred by the Mortgagee by reason of any suit or proceeding to which the Mortgagee is made a party on account of this Mortgage, and any loss, damage, expense, or attorney's fees so incurred by the Mortgagee is made a part of the obligations secured by this Mortgage.

8. That the Mortgagee shall, at its option, be entitled to be subrogated to any demand, lien, claim or right paid or satisfied by or with the monies advanced and hereby secured, and that the Mortgagee herein may, at any time or times in succession, without notice, extend the time of payment of the obligations hereby secured, or any part thereof, to any person or persons then under obligation to pay the same or affected by the lien hereby created, upon such terms as may be agreed upon by the Mortgagee and the party requesting the extension, without impairing in any way the lien or priority of this Mortgage.

9. That all agreements and representations of the Mortgagor herein contained are made also for the benefit of any assignee of the Mortgagee.

10. That all rights and remedies secured to the Mortgagee by the covenants and agreements contained in this Mortgage are to be deemed cumulative and not in any way in derogation of the rights of the Mortgagee under laws of the State of Indiana.

11. The covenants, agreements, and conditions hereof shall be binding upon the Mortgagor and the heirs, personal representatives, successors, and assigns of the Mortgagor, and shall inure to the benefit of the Mortgagee and its successors and assigns. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

THIS MORTGAGE is executed by the LAKE COUNTY TRUST COMPANY, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said Lake County Trust Company, hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in said principal note contained shall be construed as creating any liability on said Lake County Trust Company personally to pay the said principal note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant, either express or implied herein contained, all such liability, if any, being expressly waived by Mortgagee and by every person now or hereafter claiming any right or security hereunder, and that so far as said Lake County Trust Company personally is concerned, the legal holder or holders of said principal notes and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby mortgaged for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said principal notes provided or by action to enforce the personal liability of the guarantor, if any. \*\*SEE PAGE 3 FOR TRUSTEE'S EXCULPATORY LANGUAGE\*\*

IN WITNESS WHEREOF, LAKE COUNTY TRUST COMPANY, not personally, but as Trustee as aforesaid, has caused these presents to be signed by its Trust Officer and attested by its Assistant Secretary this 29th day of August, 1995.

Lake County Trust Company, as Trustee under a Trust Agreement dated July 20, 1988, and Known as Trust No. 3841

*Elaine M. Worstell*  
By: Elaine M. Worstell  
Its: Trust Officer

Attest:

*Sandra L. Stiglitz*  
By: Sandra L. Stiglitz  
Its: Asst. Secretary

STATE OF INDIANA )  
                          ) SS:  
COUNTY OF LAKE )



I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that the above named Elaine M. Worstell and Sandra L. Stiglitz as Trust Officer and Assistant Secretary respectively, of said Lake County Trust Company, as Trustee and personally known to me to be the same persons whose names are subscribed to the foregoing Instrument, appeared before me this day in person and severally acknowledged execution of the foregoing Instrument for and on behalf of said Lake County Trust Company, as Trustee, aforesaid, for the uses and purposes therein set forth.

Give under my hand and notarial seal this 29th day of August, 1995.

Signed: *Laura L. Anderson*  
(Notary Public)

Print: Laura L. Anderson

My Commission Expires: 11-11-95

My County of Residence: Lake

Nothing contained herein shall be construed as creating any liability on LAKE COUNTY TRUST COMPANY, personally under the provisions of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) or the Indiana Responsible Property Transfer Law (the Act) as amended from time to time or any other Federal, State or local law, rule or regulation. LAKE COUNTY TRUST COMPANY, personally is not a "Transferor" under the Act and makes no representation concerning any possible environmental defects. In making any warranty herein the Trustee is relying solely on information furnished to it by the beneficiaries and not of its own knowledge and specifically exculpates itself from any liabilities, responsibilities or damages as a result of including any warranty in this instrument.

This instrument prepared by Timothy A. Brust as Second Vice President of NBD Bank, N. A.

PARCEL 1; PART OF LOT 1, NORTH RIDGE CENTER, AS SHOWN IN PLAT BOOK 65, PAGE 13, LAKE COUNTY, INDIANA, DESCRIBED AS FOLLOWS: A PARCEL OF LAND IN THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 36 NORTH, RANGE 7 WEST OF THE 2ND P. M., IN THE CITY OF HOBART, INDIANA, BEING PART OF LOT 1 IN NORTH RIDGE CENTER, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 65, PAGE 13, IN THE RECORDER'S OFFICE OF LAKE COUNTY, INDIANA, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF LOT 4 IN SAID NORTH RIDGE CENTER; THENCE NORTH 1 DEGREE 21 MINUTES EAST, 40 FEET; SAID POINT BEING ON THE NORTH LINE OF A 40 FOOT ACCESS EASEMENT AS SHOWN ON SAID PLAT; THENCE NORTH 1 DEGREE 21 MINUTES EAST, 503.0 FEET; THENCE NORTH 88 DEGREES 39 MINUTES WEST, 95.0 FEET; THENCE NORTH 1 DEGREE 21 MINUTES EAST 15.0 FEET; THENCE SOUTH 88 DEGREES 39 MINUTES EAST, 305.0 FEET; THENCE NORTH 1 DEGREE 21 MINUTES EAST, 15.0 FEET; THENCE SOUTH 88 DEGREES 39 MINUTES EAST, 89.0 FEET; THENCE NORTH 1

DEGREE 21 MINUTES EAST, 15.0 FEET; THENCE SOUTH 88 DEGREES 39 MINUTES EAST, 24.0 FEET; THENCE SOUTH 43 DEGREES 39 MINUTES EAST, 80.0 FEET; THENCE NORTH 88 DEGREES 39 MINUTES WEST 45.0 FEET; TO THE POINT OF BEGINNING; THENCE SOUTH 88 DEGREES 39 MINUTES EAST, 76.0 FEET; THENCE NORTH 46 DEGREES 21 MINUTES EAST, 80.0 FEET; THENCE SOUTH 90 DEGREES EAST, 54 FEET, MORE OR LESS, TO THE WEST LINE OF A 30 FOOT ACCESS EASEMENT AS SHOWN ON SAID PLAT OF NORTH RIDGE CENTER; THENCE SOUTH, SOUTHEASTERLY AND SOUTH TO THE NORTH LINE OF A 40 FOOT ACCESS EASEMENT AS SHOWN ON SAID PLAT OF NORTH RIDGE CENTER; THENCE NORTH 88 DEGREES 39 MINUTES 00 SECONDS WEST ALONG THE SAID NORTH LINE, 246 FEET, MORE OR LESS; THENCE NORTH 1 DEGREE 21 MINUTES EAST 383 FEET, MORE OR LESS TO THE POINT OF BEGINNING.

PARCEL 2: NONEXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1, AS CREATED IN A TEMPORARY EASEMENT DATED APRIL 29, 1991, RECORDED MAY 21, 1991, AS DOCUMENT NO. 91024357, FOR INGRESS AND EGRESS OVER AND ACROSS THE FOLLOWING DESCRIBED LAND: A PARCEL OF LAND IN THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 36 NORTH, RANGE 7 WEST OF THE 2ND P. M., IN THE CITY OF HOBART, INDIANA, BEING PART OF LOT 1 IN NORTH RIDGE CENTER, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 65, PAGE 13, IN THE RECORDER'S OFFICE OF LAKE COUNTY, INDIANA DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF LOT 4 IN SAID NORTH RIDGE CENTER; THENCE NORTH 1 DEGREE 21 MINUTES EAST, 35.0 FEET TO THE POINT OF BEGINNING; THENCE NORTH 1 DEGREE 21 MINUTES EAST, 508.0 FEET; THENCE NORTH 88 DEGREES 39 MINUTES WEST, 100.0 FEET; THENCE SOUTH 1 DEGREE 21 MINUTES WEST, 508.0 FEET; THENCE SOUTH 88 DEGREES 39 MINUTES EAST, 60.0 FEET TO THE POINT OF BEGINNING.

PARCEL 3: NONEXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1, AS CREATED IN A TEMPORARY EASEMENT DATED APRIL 29, 1991, AND RECORDED MAY 21, 1991, AS DOCUMENT NO. 91024357, FOR INGRESS AND EGRESS OVER AND ACROSS THE FOLLOWING DESCRIBED LAND: A PARCEL OF LAND IN THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 36 NORTH, RANGE 7 WEST OF THE 2ND P. M., IN THE CITY OF HOBART, INDIANA, BEING PART OF LOT 1 IN NORTH RIDGE CENTER, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 65, PAGE 13, IN THE RECORDER'S OFFICE OF LAKE COUNTY, INDIANA, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF LOT 4 IN SAID NORTH RIDGE CENTER; THENCE NORTH 1 DEGREE 21 MINUTES EAST, 543.00 FEET; THENCE NORTH 88 DEGREES 39 MINUTES WEST, 30.00 FEET; THENCE NORTH 1 DEGREE 21 MINUTES EAST, 179.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 88 DEGREES 39 MINUTES WEST, 65.00 FEET; THENCE SOUTH 1 DEGREE 21 MINUTES WEST, 81.00 FEET; THENCE SOUTH 88 DEGREES 39 MINUTES EAST, 110.00 FEET; THENCE SOUTH 1 DEGREE 21 MINUTES WEST, 20.00 FEET; THENCE SOUTH 88 DEGREES 39 MINUTES EAST, 59.00 FEET; THENCE NORTH 1 DEGREE 21 MINUTES EAST, 40.00 FEET; THENCE SOUTH 88 DEGREES 39 MINUTES EAST, 136.00 FEET; THENCE NORTH 1 DEGREE 21 MINUTES EAST, 15.0 FEET; THENCE

SOUTH 88 DEGREES 39 MINUTES EAST, 90.00 FEET; THENCE SOUTH 1 DEGREE 21 MINUTES WEST, 35.00 FEET; THENCE SOUTH 88 DEGREES 39 MINUTES EAST 74.0 FEET; THENCE NORTH 46 DEGREES 21 MINUTES EAST, 29.30 FEET; THENCE SOUTH 43 DEGREES 39 MINUTES EAST, 102.0 FEET; THENCE SOUTH 90 DEGREES EAST, 54 FEET, MORE OR LESS, TO THE WEST LINE OF A 30 FOOT ACCESS EASEMENT AS SHOWN ON SAID PLAT OF NORTH RIDGE CENTER; THENCE NORTH 0 DEGREES 00 MINUTES WEST ALONG SAID WEST LINE TO THE SOUTH LINE OF SAID EASEMENT; THENCE NORTH 88 DEGREES 35 MINUTES 28 SECONDS WEST ALONG SAID SOUTH LINE 457 FEET, MORE OR LESS; THENCE SOUTH 1 DEGREE 21 MINUTES WEST TO A POINT ON A LINE THAT BEARS SOUTH 88 DEGREES 39 MINUTES EAST AND PASSES THROUGH THE POINT OF BEGINNING; THENCE NORTH 88 DEGREES 39 MINUTES WEST, 100 FEET TO THE POINT OF BEGINNING.

PARCEL 4: NONEXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1, AS CREATED IN A TEMPORARY EASEMENT DATED APRIL 29, 1991, RECORDED MAY 21, 1991, AS DOCUMENT NO. 91024357 FOR PARKING AND INGRESS AND EGRESS OVER AND ACROSS THE FOLLOWING DESCRIBED LAND: A PARCEL OF LAND IN THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 36 NORTH, RANGE 7 WEST OF THE 2ND P. M., IN THE CITY OF HOBART, INDIANA, BEING PART OF LOT 1 IN NORTH RIDGE CENTER, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 65, PAGE 13, IN THE RECORDER'S OFFICE OF LAKE COUNTY, INDIANA, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF LOT 4 IN SAID NORTH RIDGE CENTER; THENCE NORTH 1 DEGREE 21 MINUTES EAST, 40 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON THE NORTH LINE OF A 40 FOOT ACCESS EASEMENT AS SHOWN ON SAID PLAT; THENCE NORTH 1 DEGREE 21 MINUTES EAST, 503.0 FEET; THENCE NORTH 88 DEGREES 39 MINUTES WEST, 95.0 FEET; THENCE NORTH 1 DEGREE 21 MINUTES EAST, 15.0 FEET; THENCE SOUTH 88 DEGREES 39 MINUTES EAST, 305.0 FEET; THENCE NORTH 1 DEGREE 21 MINUTES EAST, 15.0 FEET; THENCE SOUTH 88 DEGREES 39 MINUTES EAST, 89.0 FEET; THENCE NORTH 1 DEGREE 21 MINUTES EAST, 15.0 FEET; THENCE SOUTH 88 DEGREES 39 MINUTES EAST 24.0 FEET; THENCE SOUTH 43 DEGREES 39 MINUTES EAST, 80.0 FEET; THENCE NORTH 88 DEGREES 39 MINUTES WEST, 45.0 FEET; THENCE SOUTH 1 DEGREE 21 MINUTES WEST, 383 FEET, MORE OR LESS, TO THE NORTH LINE OF A 40 FOOT ACCESS EASEMENT AS SHOWN ON SAID PLAT; THENCE WESTERLY, SOUTHWESTERLY AND WESTERLY ALONG SAID NORTH LINE TO THE POINT OF BEGINNING.