

REAL ESTATE MORTGAGE

This indenture witnesseth that

Bob Heine, Inc., d/b/a B & H Excavating Co.,
and Robert M. Heine, Jr.

of Lake County, Indiana,

as MORTGAGOR,

Mortgages and warrants to

Eva Kirsch, Trustee of the Eva Kirsch
Trust dated December 27, 1988

and

Mercantile National Bank of Indiana,
Successor-Trustee of the Victor A. Kirsch Trust
dated December 27, 1988 and known as Trust No. 5936

of Lake County, Indiana,
the following real estate in Lake
State of Indiana, to wit:

as MORTGAGEE,
County

PARCEL FOUR: That part of the West half of the Southeast Quarter of the Northwest Quarter of Section 11, Township 36 North, Range 9 West of the Second Principal Meridian described as follows:

Beginning at a point on the East line of said West half and 33.00 feet North of the South line of said West half; thence Northerly along said East line, a distance of 596.06 feet to the South right-of-way line of 13th Avenue; thence Westerly along said South right-of-way line, a distance of 62.66 feet to the West right-of-way line of 13th Avenue; thence Northerly along said West right-of-way line, a distance of 60.00 feet to the north right-of-way line of 13th Avenue; thence Easterly along said North right-of-way line, a distance of 62.65 feet to the East line of said West half; thence Northerly along said East line, a distance of 629.06 feet to the North line of said West half; thence Westerly along said North line, a distance of 132.56 feet to the East line of the West 530.00 feet of said West half, thence Southerly along said East line, a distance of 1285.19 feet to the North line of the South 33.00 feet of said West half; thence Easterly along said North line, a distance of 132.75 feet to the point of beginning containing 3.827 acres, more or less, in the City of Gary, Lake County, Indiana.

PARCEL EIGHT: The East One Half of the Northeast Quarter of the Northwest Quarter of Section 11, Township 36 North, Range 9 West of the 2nd Principal meridian excepting therefrom the East 100 feet by parallel lines for railroad right-of-way purposes and the North 33 feet for road right-of-way purposes, containing 16.592 acres, more or less in the City of Gary, Lake County, Indiana.

PARCEL NINE: Part of the East One Half of the Southeast Quarter of the Northwest Quarter of Section 11, Township 36 north, Range 9 West of the 2nd Principal meridian in the City of Gary, Lake County, Indiana, described as follows: Beginning at the intersection of the West line of said East One Half of the Southeast Quarter of the Northwest Quarter with a line that is 633 feet North of and parallel to the East-West center line of said section; thence East, along said parallel line to a line which is 381.75 feet West of and parallel to the North-South center line of said section; thence South along said parallel line, to a point on the North line of the South 627.81 feet of said Northwest Quarter; thence East, along said North line, to a point on the West line of the East 100 feet of said Northwest Quarter; thence North, along said West line, to the North line of said Southeast Quarter of the Northwest Quarter; thence West, along said North line, to the Northwest corner of said East One Half of the Southeast Quarter of the Northwest Quarter; thence South to the point of beginning; except the South 150 feet of the North 180 feet of the West 50 feet thereof.

Commonly known as: 7318 WEST 15TH AVENUE, GARY, IN 46406

as well as the rents, profits and any other income which may be derived therefrom, to secure the performance of all conditions and stipulations of this agreement and:

96011131

MERCANTILE NATIONAL BANK OF INDIANA
RECORDS DEPARTMENT

96 FEB 21 AM 10:00

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

RECORD & RETURN TO: MERCANTILE NATIONAL BANK OF INDIANA
5243 HOBMAN AVE., HAMMOND, IN 46320
ATTN: TRUST DEPT.

1300
52
CK#158268

A To secure the payment, when the same shall become due, of the following indebtedness of even date herewith:

Promissory Note dated October 2, 1995

in the amount of \$94,600.17

with interest at the rate of ten percent (10%) per annum computed on the unpaid balance during such period when there shall be no delinquency or default in the payment of any moneys to be paid on this obligation but with interest at the rate of Twelve (12%) percent per annum computed semi-annually during such period when there shall be any delinquency or default in the payment of any moneys to be paid on this obligation and to be computed to the next interest period following such delinquency or default, and said rate shall continue to be paid until all delinquencies and defaults are removed by the beginning of a succeeding interest period, all without relief from Valuation and Appraisal Laws, and with attorney's fees;

B Also securing any renewal or extension of such indebtedness;

C Also securing all future advances to the full amount of this mortgage;

D Also securing all indebtedness or liabilities incurred by the holder hereof for the protection of this security or for the collection of this mortgage.

Mortgagor agrees to pay to Mortgagee, in addition to the regular payments, an amount in equal monthly installments which will cover future payments of taxes, insurance and assessments against said real estate; and these payments shall constitute a trust fund out of which all future taxes, insurance and assessments shall be paid by Mortgagee so far as it shall cover such payments, and any deficiency shall be paid by Mortgagor as and when the payments become due, and any permanent surplus shall be credited to the principal.

Mortgagor further covenants and agrees as follows:

1. To keep all buildings, fixtures and improvements on said premises, now or hereafter erected thereon, and all equipment attached to or used in connection with the fixtures on said premises herein mortgaged insured against loss or damage by fire, windstorm and extended coverage in such sums and with such insurers as may be approved by Mortgagee as a further security for said indebtedness, which insurance policy or policies shall carry a mortgage clause with loss payable to Mortgagee in form satisfactory to Mortgagee to be delivered to possession of Mortgagee to be held continuously through period of the existence of said indebtedness or any portion thereof.

2. To exercise due diligence in the operation, management and occupation of said real estate and the improvements thereon and not to remove or suffer to be removed any fixtures and/or appliance, now or hereafter placed on said premises; and to keep said real estate and improvements thereon in their present condition and repair, normal and ordinary depreciation excepted; Mortgagor shall not do or suffer to be done any acts which will impair the security of this mortgage nor any illegal or immoral acts on said premises; and Mortgagee shall have the right to inspect said premises at all reasonable times.

3. The holder of this obligation may renew the same or extend the time for the payment of the indebtedness or any part thereof or reduce the payments thereon; and any such renewal, extension or reduction shall not release any maker, endorser, or guarantor from any liability on said obligation.

4. No sale of the premises hereby mortgaged or extension of time for the payment of the debt hereby secured shall operate to release, discharge or modify in any manner the effect of the original liability of the Mortgagor; and any extension of time on this mortgage by Mortgagee or his assigns, without the consent of the holder of any junior lien or encumbrance, shall not operate to cause a loss of the priority of this mortgage over such junior lien. Mortgagee shall be subrogated to any lien or claim paid by moneys advanced and hereby secured.

5. In case part of the premises is appropriated under the power of eminent domain, the entire amount paid for said portion of the premises so appropriated shall be paid to this Mortgagee.

6. It is agreed that time is the essence of this agreement and that, in case of default in the payment of any installment when the same shall become due and payable, the holder of the note and mortgage may, at his option, declare all of the debt due and payable, and any failure to exercise said option shall not constitute a waiver of right to exercise the same at a later date. In the event any proceedings shall be instituted on any junior lien or encumbrance against said real estate, then the Mortgagee herein may immediately declare this mortgage due and payable and institute such proceedings as may be necessary to protect his interest. The lien of this mortgage shall include all heating, plumbing and lighting or other fixtures now or hereafter attached to or used in connection with said premises.

7. In case of delinquency or default in any payment required in this mortgage and the institution of foreclosure proceedings thereunder, Mortgagee is expressly authorized to cause a continuation of the abstract of title at the expense of Mortgagor to show the condition of the title at the date of said continuation and which sums necessarily spent for continuation of the abstract of title to the said real estate, together with the interest thereon at the rate of eight per cent per annum, shall become part of the debt secured by this mortgage and collectable as such; and in case of foreclosure and purchase of said real estate pursuant to said foreclosure by the holder thereof, the abstract of title and any continuation thereof shall be the absolute property of the Mortgagee.

8. In the event of such foreclosure, the Mortgagee, or his assigns, may apply for the appointment of a receiver, which receiver is hereby authorized to take possession of the said real estate, collect the rents, income or profit, in money or in kind, and hold the proceeds subject to the order of the court for the benefit of the Mortgagee pending foreclosure proceedings. Said receiver may be appointed irrespective of the value of the mortgaged property or its adequacy to secure or discharge the indebtedness due or to become due.

9. All terms of this mortgage shall be binding on each and all successors in ownership of said real estate, as well as upon all heirs, executors, administrators of Mortgagor or successors in ownership.

10. Additional Covenants:

State of Indiana, Lake County, ss:
Before me, the undersigned, a Notary public in and for
said County and State this _____ day of
_____, 19____ personally appeared:

Dated this 2 day of October, 1995

Bob Heine, Inc., d/b/a B & H Excavating Co.

Bob Heine, Inc., d/b/a B & H Excavating Co.
by Robert H. Heine, Jr.
M.

Robert H. Heine, Jr. Seal
By: Robert H. Heine, Jr. President
M.

and

Robert H. Heine, Jr.
M.

Robert H. Heine, Jr. Seal
Robert H. Heine Jr.
M.

And acknowledged the execution of the foregoing mortgage.
In witness whereof, I have hereunto subscribed my name
and affixed my official seal.

My Commission Expires 4-16 1996

Arlene Banta
Notary Public
ARLENE BANTA
Printed signature

Resident of LAKE County

This instrument prepared by Kirk A. Pinkerton, PINKERTON AND FRIEDMAN, P.C., 9245 Calumet Avenue, Suite 201, Munster, IN 46321, Attorney at Law

RECORD & RETURN TO: MERCANTILE NATIONAL BANK OF INDIANA
Mail to: 5243 HOHMAN AVE., HAMMOND, IN 46320 ATTN: TRUST DEPT.