964316

REAL ESTATE MORTGAGE AND SECURITY AGREEMENT (FIXTURE FILING)

DBL TREE DEVELOPMENT COMPANY OF INDIANA, an Indiana Limited Partnership, 9002 Indianapolis Bloodwing address: Highland, IN 46321 __), ("Mortgagors") of __ County, State of Indiana, MORTGAGE AND WARRANT to BANK ONE, MERRILLVILLE, National Association ("Bank"), the following described real estate ("Mortgaged Premises") in ____ Lake County, Indiana Lot 12, Stony Run Estates, Unit One, to Lake County, Indiana as shown in Plat Book 77, page 4. commonly known as: 9011 East 123rd, Crown Point, IN 46307 ASSESS EXCHARATE ANY ANY ACCUSAGE AN ANY ASSESSMENT AND ASSESSMENT AND ASSESSMENT AND ASSESSMENT AND ASSESSMENT AND ASSESSMENT ASSESSMENT ASSESSMENT AND ASSESSMENT A

TOGETHER WITH all improvements now or hereafter situated on or used in connection with the Mortgaged Premises
and all rights, privileges, interest, easements, hereditaments and appurtenances thereunto belonging or in any wise per
taining thereto, and all fixtures, personal property, and building materials now or subsequently attached to or in any way
used in connection with the Mortgaged Premises, and the rents, issues, income, uses and profits of the Mortgaged Premises

This Mortgage is given to secure the performance of all provisions hereof and to further secure the repayment of a certain Master Note, in the principal sum of \$1,000,000.00 , dated 11/15/95 _ and executed by STONEY RUN ESTATES LIMITED PARTNERSHIP , including all extensions, modifications or renewals thereof.

Multiple advances will be made hereunder, and this Mortgage shall secure all such future advances, the total of which shall not exceed the sum of \$ 60,000.00

The Mortgagors jointly and severally covenant and agree with the Bank that:

- Mortgagors will pay when due all indebtedness secured hereby, on the dates and in the amounts, respectively, as provided in the Note(s) and in this Mortgage, with attorneys' fees, and without relief from valuation or appraisement laws.
 - 2. Mortgagors will not permit any lies materialmen to attach to the Mortgaged Premises.
- 3. Mortgagors will keep the Mortgaged Premises in good repair, and will not commit or permit waste thereon, and will pay when due all taxes and assessments levied or assessed against the Mortgaged Rremises or any part thereof.

 This Document is the property of
- 4. Mortgagors are constructing improvements upon the Mortgaged Premises under plans and specifications adopted by them. Mortgagors agree to apply all Advances to them under this Mortgago upon the cost of such construction and agree not to abandon such construction, but to complete the same within a reasonable time, and in any event by 11/15, 19 96; and agree that their default under any agreement contained in this Mortgage shall terminate the obligation of Bank thereafter to make further Advances.

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IN WITNESS WH	EREOF, 1	he Mortgago	rs have (aused	this Mor	igage to	be execu	uted this.	Stn	day of
November	, 19	96		DB) an By	India	na Lim TREE	OPMENT ited Pa DEVELOR	rtners	hip, OMPANY,	•
			ALL THE	DER	Вуг		B. LASO		_	·NO
STATE OF INDIANA)) ss:	REG			DAVID	b. LASC	O, Fre	sident	0.60
COUNTY OF Lak	ie	_)		S_{EAL}						75
Before me, a Note	DAVID E	. LASCO,	Presid	ent o	DBL	TREE I	EVELOP	MENT CO	MPANY,	INC., as
personally appeared of the foregoing Mort			of DBL COM				с а	ınd ackno	ovviedged	the execution
I hereby certify that I am not an officer or director of Bank.										

This instrument was prepared by: A. James Babusiak

Witness my hand and Notarial Seal.

Signature_ Printed Name Gloria Mastalski Notary Public My Commission Expires: 10/19/92 My County of Residence: _ Lake

Return to: Bank One Merrillville, NA

Loan Processing 1000 E. 80th Place Merrillville, IN 46410

BORROWER AGREES THAT THE ADDITIONAL TERMS AND CONDITIONS ON THE REVERSE SIDE HEREOF SHALL CONSTITUTE A PART OF THIS MORTGAGE AND ARE INCORPORATED HEREIN.

CONSTRUCTION MORTGAGE

ORIGINAL (WHITE)

BORROWER'S COPY (CANARY)

FILE COPY (PINK