FILED FOR RECORD

97 APR -4 PM 1:31

MOREIS W. CARTER RECORDER

P.Chicago Title Insurance Company

## MORTGAGE ASSUMPTION **AGREEMENT**

THIS MORTGAGE ASSUMPTION AGREEMENT is made this 20th day of March, 1997, between MERCANTILE NATIONAL BANK OF INDIANA, as Trustee under agreement dated February 1, 1990 and known as Trust Number 5237 (herein "Trust 5237"), MERCANTILE NATIONAL BANK OF INDIANA, as Trustee under agreement dated February 10, 1997 and known as Trust Number 6225 (herein "Borrower"), and the Mortgagee, MERCANTILE NATIONAL BANK OF INDIANA, whose address is 5243 Hohman Avenue, Hammond, IN 46320 (herein "Lender").

WHEREAS, Borrower has agreed to assume the indebtedness of Trust 5237 to Lender on a note in the original principal amount of THREE MILLION FOUR HUNDRED EIGHTY-TWO THOUSAND and no/100 DOLLARS (\$3,482,000.00), dated September 30, 1996 (herein "Note"), executed by Trust 5237; and,

WHEREAS, Trust 5237 granted to Lender a security interest in and to the Property (hereinafter defined) to secure the obligations of Trust 5237 pursuant to the Note, which security interest was evidenced by a mortgage dated of even date with the Note (herein "Mortgage"). The Mortgage was recorded on October 4, 1996, as Document number 96066186, in the office of the Recorder of Lake County, Indiana;

WHEREAS, Trust 5237 has conveyed by its Trustee's Deed its interest in the Property (hereinafter defined) to Borrower, subject to the Mortgage.

Jocument 1s

NOW. THEREFORE IN CONSIDERATION OF THE FOREGOING, Trust 5237, Borrower and Lender do hereby agree as follows: ke County Recorder!

- 1 Borrower hereby agrees to assume, pay and perform all obligations of Trust 5237 under the Note and the Mortgage.
- Borrower hereby agrees that the Mortgage shall continue to be a lien against the Property to secure the Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, and all renewals, extensions and modifications thereof; (b) the repayment of any future advances, with interest thereon, made by Lender to Trust 5237 (prior to the date of this Mortgage Assumption Agreement) and Borrower (after the date of this Mortgage Assumption Agreement); (c) the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of the Mortgage; (d) the performance of the covenants and agreements of Trust 5237 and now Borrower contained in the Mortgage; and (e) all other liabilities of the Borrower in favor of the Lender, direct or indirect, absolute or contingent, primary or secondary, matured or unmatured, whether or not related to or of the same class as any specific debt secured hereby, now existing or hereafter arising.
- 3. The Mortgage covers the following described property in Lake County, State of Indiana, to wit:

Parcel 1: Part of the West Half of Fractional Section 36, Township 36 North, Range 10 West of the Second Principal Meridian in the Town of Munster, Lake County, Indiana, being more particularly described as follows: Beginning at the Northwest corner of said Fractional Section 36; thence North 89°43'39" East, along the North line of said Fractional Section 36, a distance of 2007.69 feet, to a point on the West Right of Way line of the Louisville and Nashville Railroad (50 feet wide); thence South 00°09'15" East, along said West Right of Way line, a distance of 1798.61 feet; thence South 90°00'00" West, a distance of 173.38 feet; thence South 00°00'00" West, a distance of 23.89 feet; thence South 90°00'00" West, a distance of 1369.45 feet; thence North 75°20'25" West, a distance of 118.54 feet; thence South 90°00'00" West, a distance of 355.00 feet to a point on the West line of said Fractional Section 36, also being on the Indiana-Illinois State line; thence North 00°00'00" West, along said West line, a distance of 1782.94 feet, to the point of beginning, containing 83.502 acres, more or less, all in the Town of Munster, Lake County, Indiana,

Parcel 2: Part of the Southwest Quarter and the Southeast Quarter of Fractional Section 25. Township 36 North, Range 10 West of the Second Principal Meridian and being more particularly described as follows: The South 1474.68 feet by parallel lines to the South line of said Section 25, lying South of the South right of way of 45th Street as dedicated and lying West of the West right of way line of the Louisville and Nashville

Railroad, excepting the West 1200.00 feet containing 27.276 acres more or less, all in the Town of Munster, Lake County, Indiana,

Parcel 3: The West 1170.00 feet of the Southwest Quarter of Fractional Section 25, Township 36 North, Range 10 West of the Second Principal Meridian, lying South of the South right of way line of 45th Street, as dedicated, excepting the South 1550.00 feet thereof, containing 12.45 acres, more or less, all in the Town of Munster, Lake County, Indiana.

together with all other improvements to the real estate described in the Mortgage together with said real estate collectively are herein referred to as the "Property".

4. For and in consideration of the covenants made by Borrower herein, and consideration of the payments made by Borrower, Lender hereby agrees to, and by this Mortgage Assumption Agreement does, release the liability of Trust 5237 under the Note and Mortgage, to the extent that Trust 5237 has divested itself of all ownership of the Property.

IN WITNESS WHEREOF, Trust 5237, Borrower and Lender have executed this Instrument or has caused the same to be executed by its representatives thereunto duly authorized.

"Trust 5237":

111 1

MERCANTILE NATIONAL BANK OF INDIANA, as Trustee under agreement dated February 1, 1990, and known as Trust Number 5237

SEE SIGNATURE PAGE ATTACHED Document NOT OFF Name: IA This Document is the property of ATTEST: the Lake County Recorder! Name: Its: "Borrower": MERCANTILE NATIONAL BANK OF INDIANA, as Trustee under agreement dated February 10, 1997, and known as Trust Number 6225 SEE SIGNATURE PAGE ATTACHED Name: Its: ATTEST: Name: Its: BANK OF INDIANA "Lender": MERCANTILE N By: ILLIAM H. STOLL, Sr. Vice President

This instrument prepared by:
William G. Crabtree II
Indiana Attorney #16014-45
Galvin, Galvin & Leeney
5231 Hohman Avenue, Ste 717
Hammond, Indiana 46320

THIS MORTGAGE ASSUMPTION AGREEMENT, is executed by the undersigned Trustee, not personally, but solely as Trustee under the terms of that certain agreement dated the 10th day of February, 1997, creating Trust #6225; and it is expressly understood and agreed by the parties hereto, anything herein to the contrary not withstanding that each and all of the covenants, undertakings, representations, agreements, and liabilities, herein made are made and intend, not as personal covenants, undertakings, representations, agreements, and liabilities, of the Trustee, individually, or for the purpose of binding it personally, but this instrument is executed and delivered by the MERCANTILE NATIONAL BANK OF INDIANA, AS TRUSTEE, solely in the exercise of the powers conferred upon it as such Trustee under said agreement and no personal liability or personal responsibility is assumed by, nor shall at any time be asserted or enforced against MERCANTILE NATIONAL BANK OF INDIANA, on account hereof, or on account of any covenant, undertaking, representation or agreement herein, either expressed or implied, all such personal liability, if any, being expressly waived and released by the parties hereto or holder hereof, and by all persons claiming by or through or under said parties or holder hereof.

Nothing contained herein shall be construed as creating any liability upon MERCANTILE NATIONAL BANK OF INDIANA, 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. MERCANTILE NATIONAL BANK OF INDIANA, personally is not a "Transferor or Transferee" under the Act and makes no representations 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.

Furthermore, the information contained in this instrument has been furnished the undersigned by the beneficiary/beneficiaries under aforesaid Frust and the statements made therein are made solely in reliance thereon and no responsibility is assumed by the undersigned in its individual capacity for the truth or accuracy of the facts herein stated.

IN WITNESS WHEREOF, said MERCANTILE NATIONAL BANK OF INDIANA, has caused its name to be signed to these presents by a Trust Officer and Trust Officer and its corporate seaf hereunto affixed and attested by its Trust Officer the day and year first above written.

MERCANTILE NATIONAL BANK OF INDIANA, AS TRUSTEE AFORESAID AND NOT PERSONALLY.

DV

Mary Ann Grzybowski, Trust Officer

ATTEST:

Gabrielle Girot, Trust Officer

STATE OF INDIANA )

) SS:

COUNTY OF LAKE )

I, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Mary Ann Grzybowski, Trust Officer and Gabrielle Girot, Trust Officer of the Mercantile National Bank of Indiana, a National Banking Association, personally known to be the same persons whose names are subscribed to the foregoing instrument as such Trust Officer and Trust Officer respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts, and as the free and voluntary act of said National Banking Association, as Trustee, for the uses and purposes therein set forth; and the Gabrielle Girot did also then and there acknowledge that he, as custodian of the corporate seal of said National Banking Association, did affix the said corporate seal of said National Banking Association to said instrument as his own free and voluntary act, and as the free and voluntary act of said National Banking Association, as Trustee, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 25th day March of 1997.

otary Public

JANNETT L. GIBSON

My Commission Expires: Apr. 29, 2000

County of Residence: LAKE