

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

97 OCT 28 AM 9:31

MORRIS W. CARTER

Bank Calumet, National Association
10322 Indianapolis Blvd.
Highland, IN 46322

97072996

Loan #16833

MORTGAGE

THIS INDENTURE, made this **21st DAY OF October, 1997**, by and between **Fiduciary Management Corp. Trust No. 26**, hereinafter called "Mortgagor," or "Mortgagors," party of the first part, and **BANK CALUMET, NATIONAL ASSOCIATION**, Hammond, Indiana, a corporation duly organized and existing under and by virtue of the laws of the United States of America, hereinafter sometimes called the "Mortgagee," party of the second part, **WITNESSETH:**

THAT WHEREAS, in consideration for and to secure the payment of the principal sum of **Two Hundred Fourty Thousand Dollars and 00/100 (\$240,000.00)**, as evidence by that certain mortgage note of even dated herewith in said principal amount, payable with interest and in such manner as set forth therein, all of said principal and interest payments being payable in legal tender of the United States of America at such place in the United States of America as the legal holder thereof from time to time direct, and all principle and interest payments being with attorney's fees and without relief from valuation and appraisal laws of Indiana, and bearing interest after maturity until paid at the highest rate for which it is now lawful to contract in Indiana, which mortgage note shall mature and be due and payable in full on or before the **201st day of October, 1998** with the privilege of making extra payments at any time.

NOW THEREFORE, the mortgagor(s), in consideration of the money concurrently loaned as aforesaid, and in order to secure the prompt payment of said principal note and interest, and to better insure the punctual and faithful performance of all and singular the covenants and agreements herein undertaken to be performed by the mortgagor(s), do(es) hereby **MORTGAGE** and **WARRANT** unto the mortgagee, its successors and assigns, all and singular the real estate situated, lying and being in the **County of Lake and State of Indiana** known and described as follows, to-wit:

See Addendum

NORTHWEST INDIANA
162 Washington Street
Lowell, Indiana 46356
769-0727 or 696-0100

C097-5620

1900
SW
4211

Together with all and singular the tenements, hereditaments, privileges and appurtenances thereunto belonging or in any wise appertaining, and the rents, issues and profits thereof, and all buildings and improvements now or hereafter erected on the property, and all easements, privileges and appurtenances thereunto and belonging or in any wise appertaining, and the rents, issues and profits thereof, and all buildings and improvements thereon, or that may hereafter be placed thereon; also all the fixtures of every kind and nature necessary or proper for the use and maintenance of said real estate and premises that are now or may hereafter be placed thereon; and, also all the right, title, interest and estate of the mortgagor (s) in and to said premises, hereby releasing and waiving all rights under and by virtue of any and all valuation and appraisement laws of the State of Indiana, and all right to retain possession of said premises after any default in payment of the indebtedness hereby secured, or any part thereof, or breach of any of the covenants or agreements herein contained.

MOREOVER, the mortgagor(s) expressly covenant(s) and agree(s) with the mortgagee as follows, to-wit:

1. That the mortgagor(s) will pay all the said note and indebtedness herein mentioned according to the tenor and effect of said note, and will pay all sums of money hereby secured or intended to be secured, all with attorney's fees and without relief from valuation and appraisements laws.

2. That the mortgagor(s) will keep the building(s), fences, fixtures, improvements and betterments now on said premises, or that may hereafter be erected thereon, in as good condition as at the present time, and will neither commit nor permit waste on said premises, and will neither do nor permit to be done upon said premises anything that may tend to diminish the value thereof.

3. That the mortgagor(s) will pay, before the same become delinquent, all taxes, assessments and special assessments of every kind that may be levied upon said premises or any part thereof.

4. That the mortgagor(s) will keep all buildings that may be at any time on said premises during the continuance of said indebtedness insured against fire and windstorm, in such company or companies as may be satisfactory to the mortgagee, and for such amount as the mortgagee may from time to time direct (the loss or damage to be made payable to the mortgagee as its interest may appear), and forthwith upon issuance thereof will deposit such policies with the mortgagee.

5. That in case the mortgagor(s) fail(s) to pay any tax, assessment, or special assessment, or fail(s) to keep the buildings, fences, and fixtures on said premises in good repair and insured as above provided, the mortgagee may pay such taxes, assessments or special assessments, or may redeem said premises from sale for taxes, assessments or special assessments, make repairs or procure insurance, and may pay, remove or discharge any claim, lien or encumbrance or may purchase any tax title or claim against said premises, and protect the title and possession thereof, in order to preserve the priority of the lien of the mortgage thereon, and may employ attorneys at law to perform any service connected with this mortgage, or to prosecute or defend any suit affecting or involving this mortgage or the title or possession of said premises, and that all moneys paid for any such purpose and all moneys laid out by the mortgagee to protect the lien of this mortgage and the security intended to be effected hereby shall be immediately due and payable with interest thereon at the highest rate of interest permissible by law and become so much additional indebtedness secured by this mortgage, and the mortgagor(s) agree(s) to pay all sums so advanced with interest, without relief from valuation and appraisement laws; provided, however, that it shall not be obligatory upon the mortgagee to advance money for any of the purposes aforesaid, or to inquire into the validity of such taxes, assessment or special assessments, or tax sales (the receipts of the proper officers being conclusive evidence of the validity and amount thereof), or into the necessity of such repairs.

6. That if default be made in the performance of any of the covenants or agreements herein or in said note contained, on the part of the mortgagor(s) to be kept and performed, then the whole of said indebtedness secured hereby, including all payments for liens, taxes, assessments, special assessments, insurance, attorney's fees, costs, charges or expenses shall, at the election of the mortgagee, and without notice of such election, at once become and be due and payable at the place of payment aforesaid, anything in said note or herein to the contrary notwithstanding, and thereupon the mortgagee shall have the right (either with or without process of law, using such force as may be necessary) to enter upon and possess, hold and enjoy said property, and to lease the same or any part thereof upon such terms as to it shall seem best, and to collect and receive all the rents, issues and profits thereof, and to make alterations, improvements and repairs, effect insurance, pay taxes, assessments and special assessments, and do all such other things as may be deemed necessary for the proper protection of the property; and

the mortgagee shall have the right to foreclose this mortgage and shall have all other rights and remedies that the law provides and sale under foreclosure decree shall be without relief from valuation and appraisal laws.

7. That upon commencement of any foreclosure, or at any time thereafter, and prior to the expiration of the time for redemption from any sale of said premises on foreclosure, any court of competent jurisdiction, upon application of the mortgagee, may appoint a receiver for said premises to take possession thereof, to collect the rents, issues and profits of said premises during the pendency of such foreclosure, and until the time to redeem the same from foreclosure sale shall expire, and out of rents, issues and profits, to make necessary repairs and to keep the premises in proper condition and repair and to pay all taxes, assessments and special assessments, to redeem from sale for taxes, assessments and special assessments, and to pay insurance premiums necessary to keep said premises insured in accordance with the provisions of this mortgage and to pay the expense of the receivership, and said receiver shall apply the net proceeds to the payment of the indebtedness secured hereby, and such receiver shall have all the other usual powers of receivers in such cases.

8. That in case suit be brought to foreclose this mortgage, an adequate and reasonable sum shall be allowed to the mortgagee in such proceedings for attorney's fees and the costs of a complete abstract of title to said premises, which several sums shall be so much additional indebtedness secured hereby, and shall be recoverable as such whether the suit proceeds to decree or not and shall be included in the decree entered in such foreclosure.

9. That the mortgagee, at its option, may extend the maturity of the note and indebtedness secured hereby, or any balance due thereon, from time to time, upon written agreement executed by the mortgagor(s), for such further periods, at such rate of interest, and upon such conditions as may then be agreed upon, and no such extension, and no forbearance or delay of the mortgagee in enforcing any of the provisions of this indenture, shall operate to impair the lien hereof or waive any rights accrued or that might accrue hereunder.

10. That this indenture and the note secured hereby are made and executed under, and are, in all respects, to be construed by the laws of the State of Indiana, and that the various rights, powers, options, elections, appointments and remedies herein contained shall be construed as cumulative, and no one of them as exclusive of any other or of any right or remedy allowed by law, and all shall inure to the benefit of the successors and assigns of the mortgagee and of all holder of said note.

11. That whenever the mortgagor(s) shall have fully paid the indebtedness hereby secured, with all the interest thereon, and up to that time, shall have will and truly performed all and singular the covenants and agreements herein undertaken to be performed, then all of such covenants and agreements shall cease and determine (but not otherwise), and the mortgagor(s), or the successors or assigns thereof, shall be entitled to a satisfaction of this mortgage, but shall pay the expense of recording the same.

IN WITNESS WHEREOF, the mortgagor(s) has/have executed this instrument under seal the day and year first above written.

SEE ATTACHED SIGNATURE PAGE.
Fiduciary Management Corp. Trust No 26

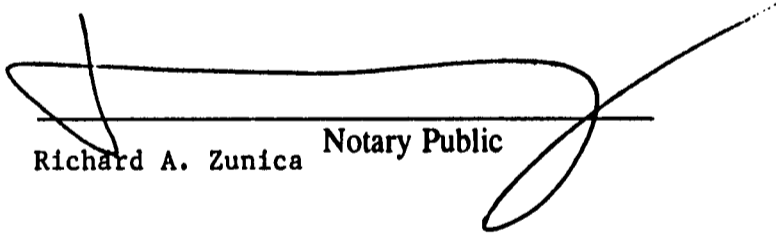
STATE OF INDIANA
COUNTY OF LAKE

I, Richard A. Zunica, a Notary Public in and for said county and state, do hereby certify that, Donald L. Hawkins, President, Fiduciary Management Corp., Trust No. 26 personally appeared before me and are known or proved to me to be the person who, being informed of the contents of the foregoing instrument, has executed same, and acknowledged said instrument to be her free and voluntary act and deed and that they executed said instrument for the purposes and uses therein set forth.

Witness my hand and official seal this 23rd day of October, 1997

My commission expires: 9-12-98

My County of residence: Lake


Richard A. Zunica Notary Public

This instrument was prepared by Terrence J. Farrell, Senior Vice President

THIS INSTRUMENT is executed by FIDUCIARY MANAGEMENT CORPORATION, not personally, but as TRUSTEE as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such TRUSTEE. It is expressly understood and agreed that nothing in said document shall be construed as creating any personal liability on FIDUCIARY MANAGEMENT CORPORATION to pay any indebtedness accruing thereunder, or to perform any covenants, either expressed or implied including but not limited to warranties, indemnifications and hold harmless representations in said document (all such liability, if any, being expressly waived by the parties hereto and their respective successors and assigns) and that so far as said Trustee is concerned, the owner of any indebtedness or right accruing under said document thereof, it being understood that said Trustee merely holds title to the premises described therein and has no control over the management thereof or the income therefrom, and has no knowledge respecting any factual matter with respect to said premises, except as represented to it by the beneficiary (ies) of said Trust. In the event of such conflict between the terms of this rider and of the agreement to which it is attached, on any questions of apparent liability or obligation resting upon said trustee, the provisions of this rider shall be controlling.

Nothing contained herein shall be construed as creating any liability on FIDUCIARY MANAGEMENT CORPORATION, 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 Federal, State or Local rule or regulation. FIDUCIARY MANAGEMENT CORPORATION, personally is not a TRANSFEROR 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.

DATED 10-23-97

FIDUCIARY MANAGEMENT CORPORATION


Donald L. Hawkins, President

ADDENDUM

Parcel I - Lot 2, Cumberland Ridge, Phase One, an Addition to the Town of Merrillville, as shown in Plat Book 74 page 78 and in Plat of Correction recorded November 2, 1993 in Plat Book 75 page 56 in Lake County, Indiana.

A/K/A 1604 - 85th Court, Merrillville, IN 46410

Parcel II - Lot 7, Cumberland Ridge, Phase One, an Addition to the Town of Merrillville, as shown in Plat Book 74 page 78 and in Plat of Correction recorded November 2, 1993 in Plat Book 75 page 56 in Lake County, Indiana.

A/K/A 1613 - 85th Court, Merrillville, IN 46410

Parcel III - Lot 174, Cumberland Ridge, Phase Two, a Planned Unit Development in the Town of Merrillville as shown in Plat Book 77 page 25, in Lake County, Indiana.

A/K/A 1801 East 87th Ave., Merrillville, IN 46410