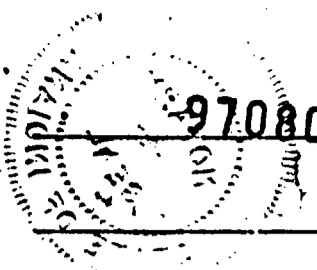


MORTGAGE DEED
(Home State of Indiana)
LAKE COUNTY
FILED FOR RECORD



9708085 ROY D. LOVE SR.
87 NOV 25 PM 2:08
(Name of Borrower and Marital Status)

652 NEW JERSEY GARDEN INDIANA 46403
(Address of Borrower)

hereinafter called "Borrower", whether one or more than one, for good and valuable consideration paid by _____

HUGH D. BLACKWELL SR.

(Name of Lender)

5100 WEST 5th AVENUE GARY, INDIANA 46406

(Address of Lender)

hereinafter called "Lender", whether one or more than one, the receipt and sufficiency of which are hereby acknowledged, does hereby MORTGAGE, GRANT, BARGAIN, SELL and CONVEY to Lender the following described real estate situated in the City/Township/Village of GARY, County of LAKE, and State of INDIANA:

LOT 64, BLOCK 3, GLEN L. RYANS SECOND SUBDIVISION IN THE CITY OF GARY, AS SHOWN IN PLAT BOOK 30, PAGE 24, IN LAKE COUNTY, INDIANA.

together with all privileges, easements, appurtenances, and other rights now or hereafter belonging or appertaining thereto, all buildings and other improvements now or hereafter located thereon, all fixtures and equipment now or hereafter attached thereto or used in connection therewith, and all rents and profits therefrom, all of which are hereinafter called the "Premises".

TO HAVE AND TO HOLD the Premises to Lender, Lender's successors and assigns, forever, subject to the conditions hereinafter set forth.

This Mortgage is given to secure the indebtedness and obligations of Borrower to Lender under a promissory note (the "Note") of even date which is in the principal amount of \$6,800.00. The Note bears interest at the rate provided therein and if not due sooner, matures on 01/15/04. This Mortgage also secures all increases, extensions, renewals and/or modifications of the Note. Borrower, jointly and severally, if more than one, hereby covenants and agrees with Lender as follows:

11. PAYMENT OF DEBT. Borrower shall pay when due the principal of and interest on the indebtedness under the Note in accordance with the terms thereof.

12. STATE OF TITLE; WARRANTY. Borrower is lawfully seized of the Premises and the Premises are free and clear of all liens or encumbrances whatsoever except: (a) the lien of real property taxes and assessments not yet due and payable; (b) legal highways; (c) zoning ordinances; (d) restrictions, conditions, covenants and utility easements of record; and (e) a certain mortgage to _____ dated 11/21/1997 and recorded in the Recorder's Office of LAKE County in Volume _____, Page _____. Borrower will forever warrant and defend the Premises against all lawful claims of all persons whomsoever except as provided in this 12.

13. REAL PROPERTY TAXES AND OTHER CHARGES. Borrower shall pay when due all real property taxes and installments of assessments which are at any time a lien on the Premises and, upon Lender's request, Borrower shall promptly provide Lender with proof of such payment. Borrower shall also pay when due any other governmental (Federal, State or local) levy or charge which is or may become a lien against the Premises superior to this Mortgage and shall promptly discharge any lien which has or may have priority over this Mortgage except as to any mortgage lien set forth in 12, above, which Borrower shall not permit to be in default.

14. INSURANCE AND CONDEMNATION. At Borrower's expense, Borrower shall obtain and maintain in full force and effect at all times fire and extended coverage insurance in an amount sufficient to prevent Borrower from being a co-insurer under said policy of insurance, but in no event less than the aggregate unpaid balance of the Note and of all obligations secured by mortgages encumbering the Premises which have priority over this Mortgage. All such insurance policies or renewals thereof shall include a standard mortgagee clause in favor of and in form acceptable to Lender. Borrower shall promptly furnish Lender with a copy of said policies and all receipts of paid premiums. The policies of insurance shall provide for written notice to Lender at least 30 days prior to any cancellation, modification or lapse thereof. In the event of loss, Borrower shall give prompt written notice to Lender and Lender may make proof of loss if not promptly made by Borrower.

Subject to the rights of the holder of any mortgage which has priority over this Mortgage, the proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Premises, or for conveyance in lieu of condemnation (collectively called "condemnation"), are hereby assigned and shall be paid to Lender.

Any proceeds from fire and extended coverage insurance policies or condemnation actually received by Lender shall be applied to the indebtedness and obligations secured by this Mortgage, whether or not then due, with any excess paid to Borrower. Unless Lender and Borrower otherwise agree in writing, any application of such proceeds shall not extend or postpone the due date of the monthly payments due under the Note or change the amount of such payments.

15. MAINTENANCE OF PREMISES. Borrower shall keep the Premises in good repair and shall not commit waste or permit deterioration to the Premises, reasonable wear and tear excepted, and shall comply with all governmental (Federal, State or local) laws, rules and regulations concerning the Premises. If this Mortgage is on a unit in a condominium, Borrower shall perform all of Borrower's obligations under the applicable condominium documents.

16. PROTECTION OF LENDER'S SECURITY. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which Lender in Lender's reasonable judgment believes is detrimental to or impairs Lender's security in the Premises, including but not limited to eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender, at Lender's option and upon notice to Borrower, may make such appearances, disburse such sums and take such act on as is necessary to protect Lender's interest, including but not limited to, disbursement of reasonable attorney's fees and entry upon the Premises to make repairs. Any amounts disbursed by Lender pursuant to this 16 or for advances made for the payment of real property taxes, assessments, or insurance premiums, with interest thereon as hereinafter provided, shall become additional amounts owed by Borrower which are secured by this Mortgage. Such amounts shall be payable upon notice to Borrower from Lender requesting payment thereof and shall bear interest from the date of disbursement at the rate payable from time to time on the unpaid principal under the Note. Nothing contained herein shall require Lender to incur any expense or take any action hereunder, and Borrower hereby waives any and all claims or right against Lender to any payment on, or offset against, the indebtedness secured hereby by reason of any such payment by Lender.

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Lender, or Lender's agents, shall have the right to enter upon the Premises at all reasonable times for the purpose of inspecting the same, provided Lender shall give Borrower adequate and reasonable notice under the circumstances prior to any such entry. The notice provided for herein need not conform with the provisions of §13, below.

§7. TRANSFER OR ENCUMBRANCE OF THE PREMISES. If without the Lender's prior written consent all or any part of the Premises or any interest therein is sold or transferred by Borrower or encumbered by any mortgage or security interest not set forth in §2 hereof, Lender may, at Lender's sole option, declare all sums secured by this Mortgage to be immediately due and payable; provided, however, that the transfer by devise or descent, or a transfer by operation of law upon the death of a co-owner shall not accelerate the indebtedness secured hereby.

§8. ENVIRONMENTAL INDEMNITY. Borrower represents and warrants to Lender that no toxic or hazardous wastes are or will be stored at the Premises in amounts or at levels greater than applicable laws and regulations permit. Borrower shall indemnify, defend and hold harmless Lender from any liability, claims, obligations or losses, including reasonable attorneys' fees, incurred by Lender or assessed against the Premises by virtue of any claim or lien of any governmental or quasi-governmental unit, body or agency or any third party for clean-up costs or other costs pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, or any other similar statute, law, rule or regulation of any governmental or quasi-governmental unit, body or agency.

§9. DEFAULT; REMEDIES. The entire unpaid principal amount of the Note together with all unpaid and accrued interest and all other charges and amounts payable to Lender under the Note or this Mortgage, shall, at Lender's option, become immediately due and payable: (a) if Borrower does not promptly and fully pay when due the amounts owed Lender under the Note in accordance with the terms and tenor of the Note or amounts owed any holder of any mortgage or encumbrance which has priority over this Mortgage; (b) if the Premises or any part thereof or any interest thereon are sold or transferred except as permitted under the provisions of §7 of this Mortgage; (c) if any default or event of default occurs under the Note or this Mortgage; (d) if the Premises are abandoned; (e) if an order for relief under any bankruptcy law of the United States is issued naming Borrower as debtor or if Borrower makes an assignment for the benefit of creditors or enters into a composition agreement with Borrower's creditors; (f) if the interest of Borrower in the Premises is attached, levied upon, or seized by legal process; or (g) if a trustee, receiver or liquidator is appointed on behalf of Borrower. Upon an acceleration of the amounts secured by this Mortgage as provided for in this §9, Lender shall have the right to foreclose the lien of this Mortgage, have a receiver appointed, take possession of and manage the Premises, collect the rents derived from the Premises, and take any and all other action available to Lender under law.

§10. FINANCIAL STATEMENTS. Upon Lender's request from time to time, Borrower shall furnish to Lender within ten (10) days of such request a current financial statement in form satisfactory to Lender and copies of Borrower's tax returns as requested by Lender.

§11. FOREBEARANCE; REMEDIES CUMULATIVE. If Lender (a) grants any extension of time or forbearance with respect to the payment of any sums secured by this Mortgage, (b) takes other or additional security for the payment thereof, (c) waives or fails to exercise any right granted in this Mortgage or in the Note, (d) grants any release with or without consideration of the whole or part of the security granted by this Mortgage, or (e) amends or modifies in any respect any of the terms and provisions of this Mortgage or the Note, any such act or omission shall not release Borrower of any obligations under this Mortgage or under the Note, nor preclude Lender from exercising any right granted in this Mortgage or under law for a default by Borrower or for any subsequent default. Lender's procurement and payment of fire and casualty insurance and Lender's payment of real property taxes and assessments and other governmental charges and liens after Borrower has failed to pay the same shall not be a waiver of Borrower's default or Lender's right to accelerate the indebtedness secured hereby.

All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or which are afforded under law and may be exercised concurrently, independently or successively.

§12. MISCELLANEOUS. Subject to the provisions of §7, above, the covenants and agreements of this Mortgage shall bind, and the rights hereunder shall inure to, the respective successors and assigns, personal representatives and heirs of Lender and Borrower. All covenants and agreements of Borrower shall be joint and several. The captions and section headings of this Mortgage are for convenience only and shall not be used to interpret or define the provisions of this Mortgage. This Mortgage shall be governed by the laws of the State of Ohio, and, if any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision. The provisions of this Mortgage and the Loan Agreement and the Note are severable.

§13. NOTICES. Except as otherwise set forth in this Mortgage or as may otherwise be required by applicable law, any notice to be given under this Mortgage shall be in writing and mailed with postage prepaid to Lender and Borrower at the addresses set forth at the beginning of this Mortgage or to such other addresses as Lender or Borrower may designate by notice given to the other party as provided for in this §13.

§14. RELEASE. Upon payment of all sums secured by this Mortgage and the observance and performance of each of the covenants and agreements of this Mortgage to be observed and performed by Borrower, Lender shall provide to Borrower a release of this Mortgage, and of any other security interest given to Lender to secure the Note, in recordable form.

IN WITNESS WHEREOF, the undersigned Borrower and _____ the spouse of the Borrower, who hereby releases such spouse's rights of dower in the Premises, have executed this Mortgage on this _____ day of _____, 19____.

Signed and acknowledged in the presence of:

Thomas A. Vales
(Print Name: Thomas A. Vales)

(Print Name: _____)

(Print Name: _____)

(Print Name: _____)

Leroy D. Love Sr.
LEROY D. LOVE SR.

STATE OF Indiana
COUNTY OF Lake

The foregoing instrument was acknowledged before me this 21 day of November, 1997 by Leroy D. Love Sr and _____

Thomas A. Vales
Notary Public
My Commission Expires: 10-31-98

(Notarial Seal)

This instrument was prepared by _____