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MORTGAGE AND SECURITY AGREEMENT

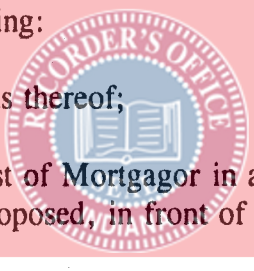
THIS MORTGAGE AND SECURITY AGREEMENT, made this 29th day of May, 1998, between SAMUEL SMITH, JR. and DIANE D. TAYLOR SMITH (collectively the "Mortgagor") and APEX MORTGAGE CORP., a Pennsylvania corporation ("Mortgagee").

THAT FOR VALUABLE CONSIDERATION AND FOR THE PURPOSE OF SECURING (1) Payment of a certain Note of even date herewith between Mortgagor and Mortgagee (hereinafter called "Note") and any extension, modification or renewal thereof, in the principal amount of SIXTY FOUR THOUSAND TWO HUNDRED DOLLARS (\$64,200.00); (2) Performance of each agreement, covenant, warranty or representation contained in this Mortgage or in the Note of even date herewith; (3) Payment of such further sums as may from time to time hereafter be loaned to Mortgagor or the record owner hereof when evidenced by another note(s) reciting it so secured; (4) Payment of all other business purpose indebtedness that Mortgagor (and if more than one) either or any of them presently or may hereafter owe to Mortgagee, irrespective of how such indebtedness is evidenced, whether by notes, guaranties, advances, accounting entries, or otherwise, whether or not related to, or of the same class as the specific debt secured hereby; (5) Payment of any renewal or extension of any note or of any part of Mortgagor's indebtedness, including any further loans that may be made by Mortgagee to Mortgagor under the provisions of this Mortgage; and (6) Payment of all sums advanced by Mortgagee hereunder (described below) with interest at the rate set forth in the Note from the date advanced to the date of payment; Mortgagor does hereby grant, bargain, sell, remise, mortgage, release convey and confirm unto Mortgagee, in fee simple, the Property described in Exhibit "A" attached hereto and incorporated herein, being known as 3820 Pulaski Street, East Chicago, IN 46312.

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TOGETHER with the following:

- (a) all rents, issues and profits thereof;
- (b) all rights, title and interest of Mortgagor in and to the land lying in the bed or any street, road or avenue, opened or proposed, in front of or adjoining said real property, and in and to the appurtenances thereto;
- (c) all and singular the tenements, hereditaments, easements, appurtenances, riparian rights and other rights and privileges thereof, or in any way now or hereafter appertaining thereto, including any other claims at law or in equity, as well as any after-acquired title.
- (d) all buildings and improvements of every kind and description now or hereafter erected or placed on said real property and all materials intended for construction, alterations and repairs of such improvements now or hereafter so erected;



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(e) all machinery, equipment, furniture, fixtures and supplies now owned or hereafter owned by Mortgagor, installed in, affixed to, placed upon or used in connection with the Property, including, but without limiting the generality of the foregoing, all heating, lighting, laundry and power equipment, engines, pipes, pumps, tanks, motors, conduits, switchboards, plumbing, cleaning, fire prevention, fire extinguishing, refrigerating, ventilating and communications apparatus, air cooling and air conditioning apparatus, ducts and compressors, elevators, alarm systems, escalators, shades, carpets, awnings, screens, doors and windows, dishwashers, disposals, stoves, refrigerators, ovens, attached cabinets, partitions, plants, shrubbery, swimming pool, office and clubhouse furniture and furnishings;

(f) all leases of said property, or any portion thereof, and all modifications, extensions and renewals thereof, now or hereafter entered into, and all rights, title and interest of Mortgagor thereunder, including, without limitation, cash or securities deposited thereunder to secure performance by the lessee of their obligations thereunder, whether such cash or securities are to be held until the expiration of the terms of such leases or applied to one or more of the installments of rent coming due immediately prior to the expiration of such terms;

(g) all awards heretofore and hereafter made by the reason of the taking by eminent domain of the whole or any part of said real property and improvements, including any awards for use and occupation and for change of grade of streets; and

(h) all process of insurance monies hereafter paid by reason of loss or damage by fire, lightning, explosion, tornado, windstorm or other hazard to the whole or any part of said real property and improvements thereon.

(All of the foregoing, including said real property described on said Exhibit "A" and all improvements thereon, are herein collectively referred to as the "Property").

TO HAVE AND TO HOLD the Property unto Mortgagee, its successors and assigns, provided that if Mortgagor shall well, truly and completely pay the indebtedness described above and perform the other agreements and obligations of said Note and this Mortgage, then this Mortgage shall be and become null and void, and the estate created hereby shall cease.

MORTGAGOR DOES HEREBY COVENANT AND AGREE THAT:

1. Mortgagor has good, marketable and indefeasible title in fee simple to the Property and full right and authority to make this conveyance.

2. Mortgagor shall pay the indebtedness in accordance with the terms of the Note and this Mortgage and shall perform, comply with and abide by each and every other of the stipulations, agreements, conditions and covenants contained and set forth in the Note, and this Mortgage and all other documents securing the indebtedness. Mortgagor shall also pay and timely discharge all obligations under any superior mortgage(s) encumbering the Property, provided Mortgagee has consented to such superior Mortgage.

3. Should the Property be foreclosed upon and sold pursuant to this or any other mortgage on the property, Mortgagor shall be responsible to Mortgagee for any sums not satisfied by the sale of the Property. This provision shall survive.

4. Mortgagor shall not commit or suffer waste upon the Property at any time; shall comply with, or cause to be complied with, all statutes, regulations, ordinances and requirements of any government or other authority relating to the Property; shall comply at all times with covenants and restrictions in any manner affecting said Property; shall do, or permit to be done, to the Property nothing that will alter or change the use and character thereof nor use or permit the Property or any part thereof to be used for an illegal purpose; shall repair and rebuild any part of the Property damaged to the extent of any insurance proceeds received by Mortgagor; shall do nothing in any way to impair or weaken the security of this Mortgage; and the Mortgagor shall do all other acts which, by reason of the character or use of the Property, may be reasonably necessary to maintain the Property in a state of good repair and condition. To assure that the Property is being so maintained, the Mortgagee shall have the right to inspect the Property at all reasonable times during the term hereof. In the case of the refusal, neglect or inability of Mortgagor to repair and maintain the Property, Mortgagee may, at its option, make such repairs, or cause the same to be made, and advance monies in that behalf, and the amount of such advances shall be added to the indebtedness secured hereby, and such failure by Mortgagor shall be a default hereunder.

5. No Property now or hereafter covered by this Mortgage shall be removed, demolished or materially altered, nor shall any additional buildings be constructed on the Property, nor shall any other improvements be constructed that reduce the number of parking spaces without the prior written consent of Mortgagee; provided, however, that nothing contained herein shall prohibit the removal of fixtures and equipment and replacements thereof with articles of like kind and quality.

6. Mortgagor shall at all times keep the Property now or hereafter encumbered by this Mortgage insured, as may be required from time to time by Mortgagee, against loss by fire, lightning, explosion, tornado, windstorm and other hazards and casualties covered by the Standard Fire and Extended Coverage Insurance Policy with vandalism and malicious mischief endorsements, rent loss insurance for at least one year of rents; public liability and property damage; and such other coverage as Mortgagee may require for such periods and in such amounts as may be required by Mortgagee, but for no more than the then full insurable value of the Property as to hazard insurance, with deductibles not exceeding \$1,000.00, and shall pay when due all premiums for such insurance. It shall be incumbent upon the Mortgagor to maintain such additional insurance as may be necessary to meet and comply fully with all co-insurance requirements contained in said policies to the end that Mortgagor is not a co-insurer. Insurance shall be written by a company or companies and in the form or forms approved by Mortgagee. No policy of insurance hereunder may be canceled or the coverage thereof reduced in amount except upon thirty (30) days prior written notice from the insurer thereof to Mortgagee. Each policy of insurance shall have affixed thereto a Standard Mortgagee Clause, without contribution, making all loss or losses under such policy payable to Mortgagee.

Mortgagee's rights to collect any proceeds, pursuant to the Mortgagee's Clause in such policies, may not be invalidated by any act or default of Mortgagor, and all such policies or certificates of the insurers or of insurance agencies satisfactory to Mortgagee showing that such policies with such Mortgagee clauses are in force shall be deposited with Mortgagee as additional security hereunder ten (10) days prior to the expiration of the then outstanding policies. In the event any sum or sums of money become payable thereunder, Mortgagee shall have the option to receive and apply the same on account of the indebtedness secured hereby, whether or not then due and payable, or to pay it to, or permit Mortgagor to receive it and use it, or any part thereof, upon such terms and conditions as Mortgagee shall determine, to repair, restore, replace or rebuild the Property, without thereby waiving or impairing any equity or lien, under and by virtue of this Mortgage. In the event of foreclosure of this Mortgage or transfer of title to the Property by any other means, all right, title and interest of Mortgagor in and to any insurance policies then in force and premiums thereof shall pass to the purchaser or grantee.

7. Mortgagor, immediately upon obtaining knowledge of the institution of any proceedings for the taking of the Property or any portion thereof by eminent domain, shall notify Mortgagee of the pendency of such proceedings. Mortgagor may participate in any such proceedings, and the Mortgagor from time to time shall deliver to Mortgagee all instruments required by it to permit such participation.

8. Mortgagor assigns to Mortgagee all awards for any taking by eminent domain, alteration of the grade of any street or other injury to or decrease in value of the Property, to the extent of any remaining unpaid indebtedness under the Note, and notwithstanding any such taking, Mortgagor shall continue to pay interest at the rate provided in the Note until any such award or payment shall have been actually received by Mortgagee; any reduction in the principal sum resulting from the application by Mortgagee of such award or payment, as hereinafter set forth, shall be deemed to take effect only on the date of such receipt. Such award may (i) be applied, in such proportions and priority as Mortgagee in its sole discretion may elect, to the reduction of principal, whether or not then due and payable, or to any other sums included in the indebtedness; or (ii) to be paid to Mortgagor on such terms as Mortgagee may specify, without thereby waiving or impairing any equity or interest under and by virtue of this Mortgage as a result of any such taking, alteration of grade or other injury to the Property.

9. Mortgagor, from time to time, when the same shall become due, shall pay and discharge all taxes of every kind and nature (including real and personal property taxes and income, franchise, withholding, profits and gross receipts taxes), all general and special assessments, levies, permits, inspection and license fees, all water and sewer charges and all other public charges, whether of a like or different nature, imposed upon or assessed against it or the Property, or any part thereof, or upon any income or profits derived from the Property or arising in respect of the occupancy, use or possession thereof.

10. Mortgagor shall pay, discharge or bond around, from time to time when the same shall become due, all claims and demands of mechanics, materialmen, laborers and others

which, if unpaid, might result in, or permit the creation of, a lien (whether paramount or subordinate to this Mortgage) on the Property, or any part thereof, or on any income therefrom.

11. In the event of the enactment after the date of this Mortgage of any law of federal, state or municipal governments deducting from the value of the Property for the purpose of taxing any lien thereof, or imposing upon Mortgagee the payment of the whole or any part of the taxes or assessments or charges or liens herein required to be paid by Mortgagor, or changing in any way the laws relating to the taxation of real estate, or the manner of collection of real estate taxes, so as to affect this Mortgage or the indebtedness due of Mortgagor, then in such event, Mortgagor, upon demand by Mortgagee, shall pay such taxes or assessments or reimburse Mortgagee therefor; provided, however, that if in the opinion of counsel for Mortgagee (a) it might be unlawful to require Mortgagor to make such payment; or (b) the making of such payment might result in the imposition of interest beyond the maximum amount permitted by law, then in such event, Mortgagee may elect, by notice in writing given to Mortgagor, to declare all of the indebtedness secured hereby to be and become due and payable sixty (60) days from the giving of such notice.

12. Mortgagor shall not have the right or power, without the consent of Mortgagee, to alter, modify, extend, renew or amend any terms or to terminate or accept surrender of any leases of the Property, or any part thereof, now or hereafter existing or to accept prepayments of installments of rent to become due thereunder for a period of more than one (1) month in advance, or to further assign the rents. In respect of any such lease, Mortgagor shall fulfill or perform each and every term, covenant and provision thereof to be fulfilled or performed by the lessor thereunder.

13. Notwithstanding the foregoing, Mortgagor agrees to pay to Mortgagee, if the Mortgagee shall request same, in addition to any other payments required hereunder, monthly advance installments as estimated by Mortgagee for taxes, assessments, insurance premiums or other obligations secured by this Mortgage for the purpose of establishing a fund to ensure payment when due, or before delinquency, of any or all of such obligations required to be paid as to the Property encumbered hereby. If the amounts paid to Mortgagee under the provisions of this paragraph are insufficient to discharge all such obligations of Mortgagor, as the same may become due or delinquent, Mortgagor shall pay to Mortgagee, upon written demand, such additional sums necessary to discharge the same. Mortgagee may pay such obligations either before or after they become due and payable. In the event of a default in the performance of any of the covenants and obligations of this Mortgage, then any balance remaining from monies paid by Mortgagee under the provisions of this paragraph may, at the option of Mortgagee, be applied to the payment of principal, interest or other obligations secured hereby in lieu of being applied to any of the purposes for which the impound account is established. Any excess over the amount required for such purposes shall be held for future use or applied to any indebtedness hereby secured or refunded to Mortgagor at Mortgagee's option. Prior to disbursement or application thereof, Mortgagee shall have the unrestricted use and control of all funds so received, including the right to commingle the same by depositing them in its general account(s). Mortgagee shall have the right to retain all interest and earnings thereof, if any, without the duty

to account to Mortgagor or to any other person. Mortgagee shall make such reports of impounds as required by law.

14. It is further agreed that all sums now owed by Mortgagor to Mortgagee or hereafter advanced by Mortgagee to Mortgagor shall be payable at B-11 Executive Mews, 2300 Computer Avenue, Willow Grove, PA 19090, and shall bear interest as may be provided in the notes or other evidences of such indebtedness.

15. Repayment to Mortgagee of all of Mortgagor's indebtedness shall not terminate the lien of this Mortgage unless it is released by Mortgagee at the request of Mortgagor; otherwise it shall remain in force to secure future advances and indebtedness, irrespective of any additional security that may be taken as to such indebtedness. The lien of this Mortgage shall be unaffected by renewals, extensions, or partial releases hereunder.

16. Mortgagor does hereby grant to Mortgagee a security interest in all of the personal property located within the Property, including but not limited to, the property described in subparagraphs (e) and (f), on pages 1 and 2 hereof. This Mortgage shall be self-operative with respect to such property, but Mortgagor agrees to execute and deliver, on demand, and hereby irrevocably appoints Mortgagee the attorney-in-fact of Mortgagor to execute, deliver and, if appropriate, to file with the appropriate filing officer, such Security Agreement, financing statements, continuation statement, and other instruments as Mortgagee may request in order to impose or continue the lien hereof more specifically upon such Property. If Mortgagee's security interest covering such Property, then in the event of any default hereunder, all of the right, title and interest of Mortgagor in and to any and all deposits thereon are hereby assigned to Mortgagee. Mortgagee's acceptance of this Mortgage shall not affect or prejudice Mortgagee's right to realize upon or enforce any other security now or hereafter held by Mortgagee. Mortgagee shall have all of the rights and benefits of a secured party under the Uniform Commercial Code of Indiana.

17. Mortgagor represents that there are no toxic wastes or other toxic or hazardous substances or materials being generated, stored or otherwise used or held on, under or about the Property, or being transported to, from or across the Property by Mortgagor or, to the best of Mortgagor's knowledge, any other person, and Mortgagor shall at no time permit the same. Mortgagor represents that it has not, and to the best of its knowledge no other entity has, released or otherwise discharged any such wastes, substances or materials on, under or about the Property. In the event that any such wastes, substances or materials are hereafter found or otherwise exist on, under, or about the Property, Mortgagor shall take all necessary and appropriate actions and shall spend all necessary sums to cause the same to be cleaned up and immediately removed, and Mortgagee shall in no event be liable or responsible for any costs or expenses incurred in so doing. Mortgagor represents that no portion of the Property is within two thousand feet (2,000') of a toxic waste or hazardous substances problem, or is otherwise subject to any "border zone" legislation or other restrictions on the construction, sale or occupancy of residential dwellings under any of the laws described below or other environmental protection laws. Mortgagor shall at all times observe and satisfy the requirements of and

maintain the Property in compliance with all federal, state and local environmental protection, occupational, health and safety or similar laws, ordinances, restrictions, licenses, and regulations, including but not limited to the Federal Water Pollution Prevention and Control Act (33 U.S.C. §1251 et seq.), Resource Conservation and Recovery Act (42 U.S.C. §6901 et seq.), Safe Drinking Water Act (42 U.S.C. §300f et seq.), Toxic Substances Control Act (15 U.S.C. §2601 et seq.), the Clean Air Act (42 U.S.C. §7401 et seq.), and Comprehensive Environmental Response of Compensation and Liability Act (42 U.S.C. §9601 et seq.). Should Mortgagor at any time default in or fail to perform or observe any of its obligations under this Paragraph 16, Mortgagee shall have the right, but not the duty, without limitation upon any of Mortgagee's rights pursuant thereto, to perform the same, and Mortgagor agrees to pay to Mortgagee, on demand, all costs and expenses incurred by Mortgagee in connection therewith, including without limitation reasonable attorney's fees, together with interest from the date of expenditures at the Default Rate specified in the Note. Mortgagor hereby indemnifies Mortgagee and agrees to hold Mortgagee harmless from and against any loss incurred by or liability imposed on Mortgagee by reason of (i) Mortgagor's failure to perform or observe any of its obligations or agreements under this Paragraph 16; or (ii) any of its representations under this Paragraph 16, having been materially incorrect, including without limitation any and all attorneys' fees and costs incurred in connection with any lawsuit or court action, or any proceeding before or involving any state or federal or other regulatory agency or other governmental agency. Mortgagor further agrees that it shall indemnify, defend and hold Mortgagee harmless from and against any claim, action, suit, proceeding, loss, cost, damage, liability, deficiency, fine, penalty, punitive damage or expense (including, without limitation, attorneys' fees) resulting from, arising out of, or based upon (i) the presence, release, use, generation, discharge, storage or disposal of any hazardous or toxic wastes or materials on, under, in or about, or the transportation of any such wastes to or from, the Property; or (ii) the violation, or alleged violation, of any statute, ordinance, order, rule, regulation, permit, judgment or license relating to the use, generation, release, discharge, storage, disposal or transportation of hazardous or toxic wastes or materials on, under, in or about, to or from, the Property. This indemnity shall include, without limitation, any damage, liability, fine, penalty, punitive damage, cost or expense (including without limitation all post-foreclosure cleanup and removal costs and expenses) arising from or out of any claim, action, suit or proceeding for personal injury (including sickness, disease or death), tangible or intangible property damages, compensation for lost wages, business income, profits, or other economic loss, damage to the natural resources or the environment, nuisance, pollution, contamination, leak, spill, release or other adverse effect on the environment. The obligations of Mortgagor and the rights of Mortgagee under this Paragraph 16 are in addition to and not in substitution of the obligations of Mortgagor and rights of Mortgagee under the laws and regulations cited above in this Paragraph 16, and any other similar applicable laws. The obligations and indebtedness of Mortgagor, and the rights of Mortgagee, under this Paragraph 16, and the laws and regulations cited above in this Paragraph 16, notwithstanding anything contained herein or in any other document or agreement which may be construed to the contrary, (i) shall not be secured by the Mortgage or other Loan Documents, and shall not be subject to any anti-deficiency laws; and (ii) shall survive the foreclosure of the Mortgage, the repayment of the Loan and their termination of the Note and other Loan Documents. As used herein, the terms "toxic" or "hazardous" wastes, substances or materials

shall include, without limitation, all those so designated and all those in any way regulated by any of the above-cited laws, ordinances or regulations, or any other present or future environmental or other similar laws, ordinances or regulations.

18. Upon request, Mortgagor shall furnish to Mortgagee: (i) such information from time to time regarding business affairs and financial condition as Mortgagee may reasonably request; and (ii) if the Mortgagor is a corporation whose stock is publicly traded, it will, within forty-five (45) days after the end of each fiscal quarter, furnish to Mortgagee, a copy of company's form 10-Q that is required to file with the Securities and Exchange Commission with respect to said fiscal quarter; and (iii) within ninety (90) days after the end of each fiscal year of Mortgagor, a copy of Mortgagor's annual consolidated balance sheet and statements of income, retained earnings, capital surplus and capital stock, as of the end of each fiscal year, and if prepared by an independent certified public accountant, a copy of their certification; and (iv) within ninety (90) days after the end of each fiscal year of Mortgagor, Mortgagor shall deliver to Mortgagee complete financial statements setting forth all details of the operation of the Mortgaged Property, including an itemized list of rentals and expenses on the premises, a profit and loss statement, balance sheet and reconciliation of surplus, which statements shall be certified by Mortgagor, and, if already so certified, by an independent certified public accountant. Mortgagor shall furnish, together with the foregoing financial statements and at any other time upon Mortgagee's request, a rent schedule for the premises, certified by Mortgagor, showing the name of each tenant, and for each tenant, the space occupied, the lease expiration date, the rent payable, and the rent paid.

19. Mortgagor shall keep and maintain or cause to be kept and maintained all buildings and improvements now or at any time hereafter erected on the premises and the sidewalks and curbs abutting them, in good order and condition and in a rentable and tenantable state of repair, and will make or cause to be made, as and when necessary, all repairs, renewals and replacements, structural and nonstructural, exterior and interior, ordinary and extraordinary foreseen and unforeseen to maintain the property in a rentable and tenantable state of repair. Mortgagor shall abstain from and shall not permit the commission of waste in or about the premises or any improvements thereon; shall not remove or demolish or alter the structural character of any building erected at any time of the premises, without the prior written consent of a Mortgagee; and shall not permit the premises to become vacant, deserted or unguarded. Mortgagor shall not permit any lien or claim to be filed against the premises in excess of \$5,000.00 or any part thereof; provided, however, that if any such lien or claim is filed against the premises or any part thereof, Mortgagor shall have a period of thirty (30) days after notice of such filing to cause such lien or claim to be discharged of record jurisdiction or otherwise.

20. Mortgagee, or its agent(s), may at any reasonable business hour(s) enter upon the Property and inspect same and take photographs thereof, for any reason(s), including determination of performance or nonperformance by Mortgagor of its obligations hereunder.

21. Interest shall be computed on the amount of any judgment or judgments entered pursuant to the Note and this Mortgage at the interest rate set forth in the Note until full satisfaction of the said judgment or judgments.

22. Upon request by Mortgagee, Mortgage shall submit in a timely fashion, at the discretion of Mortgagee, quarterly or annual financial statements, copies of annual tax returns, satisfactory proof that taxes have been paid and notice of any material change in the financial position of Mortgagor, the lien status concerning the Property and the physical condition of the Property.

23. The term "Event of Default" or "Default", wherever used in this Mortgage, shall mean any one or more of the following:

23.1 Failure of Mortgagor to pay, within TEN (10) days of its due date, any installment of principal, interest, escrow or impound deposit or other amount to be paid to Mortgagee and secured by this Mortgage;

23.2 Failure of Mortgagor to pay any tax, assessment or any other governmental imposition or levy within fifteen (15) days prior to the date upon which any fine, penalty, interest or cost may be added thereto or imposed by law for non-payment thereof;

23.3 Failure of Mortgagor to keep and maintain the insurance required herein;

23.4 Failure of Mortgagor, after notice, to perform or comply with any other covenant, agreement, term or condition of the Note, or under this Mortgage not specifically enumerated in this Paragraph 22;

23.5 In the event (i) of the appointment of a receiver, trustee or liquidator of all or a substantial part of Mortgagor's assets; or (ii) Mortgagor is adjudicated a bankrupt or insolvent, or Mortgagor files a voluntary petition in bankruptcy, or a petition to institute a debtor's case or proceeding, or admits in writing its inability to pay its debts as they become due; or (iii) Mortgagor makes a general assignment of the benefit of creditors; or (iv) Mortgagor files a petition or answer seeking reorganization or arrangement with creditors or to take advantage of any insolvency law; or (v) Mortgagor files an answer admitting the material allegations of a petition filed against Mortgagor in any bankruptcy, reorganization, debtor or insolvency proceeding; or (vi) action shall be taken by Mortgagor for the purpose of effecting any of the foregoing; or (vii) any order, judgment or decree shall be entered upon an application of a creditor of Mortgagor by a court of competent jurisdiction approving a petition seeking appointment of a receiver or trustee of all or a substantial part of Mortgagor's assets, and such order, judgment or decree shall continue unstayed and in effect for any period of thirty (30) consecutive days;

23.6 Failure of Mortgagor to abide by and comply with the terms and provisions of any mortgage superior to this Mortgage and encumbering the Property, or any portion thereof;

23.7 (i) Voluntary or involuntary sale, exchange, mortgage, transfer, conveyance, contract to sell, contract for deed further encumbering in any manner or alienation of all or any part of the Property; (ii) leasing of any part of the Property for a term, together with all exercisable options, of five (5) years or more; (iii) changing, or permitting to be changed, the character or use of the Property, or any part thereof; (iv) Mortgagor being divested of title to said Property, or any part thereof or any interest therein, either voluntarily or involuntarily;

23.8 Commencement of any action or proceeding to foreclose any lien upon the Property, or any part thereof, other than the interest created by this Mortgage, in which said lien is not canceled or removed of record within thirty (30) days of its creation; or

23.9 Any representation or warranty of Mortgagor contained in this Mortgage shall prove to be in any material respect incorrect or untrue.

24. Upon the occurrence of any such default Mortgagee shall have all of the following remedies in addition to any other remedies provided by law, all of which may be pursued simultaneously or in whichever order Mortgagee shall determine:

24.1 Mortgagee may cure the default, and the cost thereof, with interest at the rate set forth in the Note, shall immediately be due from Mortgagor to Mortgagee and secured by this Mortgage and for the purpose of curing any such default, Mortgagee may appear in any appropriate proceeding and retain counsel therein and take such action therein in either the name of Mortgagor or the name of Mortgagee as Mortgagee deems advisable, and in settling any such proceeding or in bringing about the release, discharge, satisfaction or settlement of any claim, Mortgagee shall, as between Mortgagee and Mortgagor be the sole judge of the legality, validity and priority thereof and of the amount to be paid to effect any such settlement, release, discharge or satisfaction, and the cost thereof, including reasonable fees of counsel selected by Mortgagee, together with interest at the rate aforesaid shall immediately be due to Mortgagee from Mortgagor and shall be secured by this Mortgage.

24.2 Mortgagee, at its option, may, by written notice to Mortgagor, declare the principal of the Note hereby secured and then outstanding to be due and payable immediately, and upon such declaration, the said principal, so declared to be due and payable, together with the interest accrued thereon, interest thereafter accruing, and together with any other sums secured hereby, shall become and be due and payable immediately, anything in this Mortgage or in the Note to the contrary notwithstanding.

24.3 Mortgagee may exercise all of its rights and remedies as provided in the instruments evidencing and securing the indebtedness and under law, and may prosecute the

same to judgment, execution and sale, for the collection of said sum, with accrued interest thereon and interest thereafter accruing, together with all charges, including but not limited to taxes, assessments, water rents, sewer rents, liens, insurance premiums and maintenance costs advanced by Mortgagee, and in addition, reasonable attorney's fees.

24.4 Mortgagee may, and regardless of whether foreclosure proceedings have been instituted or not, (i) collect the rents, issues and profits of the Property; and (ii) enter and take possession of the Property and manage and operate the Property, as Mortgagee in possession and take any action which, in Mortgagee's judgment, is necessary or proper to manage, operate and conserve the value of the Property. In the exercise of the aforesaid rights and powers, Mortgagee may also take possession and use any and all personal property contained in the Mortgaged Property and used by Mortgagor in the operation and leasing thereof.

24.5 Mortgagee shall be entitled, as a matter of right without notice or demand and without regard to the adequacy of the security for the debt hereby secured, to the appointment of a receiver of the Property, and of the rents, issues, profits, revenues and other income thereof for the operation and maintenance of the Property whether or not foreclosure of this Mortgage shall have been commenced.

24.6 The rights of Mortgagee arising hereby shall be separate, distinct and cumulative and none of them shall be in exclusion of the others; no act of Mortgagee shall be construed as an election to proceed under any one provision herein to the exclusion of any other provision, anything herein or otherwise to the contrary notwithstanding.

25. Upon the occurrence of any Event of Default, Mortgagee, but without obligation to do so and without notice to or demand upon Mortgagor and without releasing Mortgagor from any obligations hereunder, may: make any payments or do any acts required of Mortgagor hereunder in such manner and to such extent as either may deem necessary to protect the security hereof, Mortgagee being authorized to enter upon the Property for such purposes; commence, appear in and defend any action or proceeding purporting to affect the security hereof or the rights of powers of Mortgagee; pay, purchase, contest or compromise any encumbrance, charge or lien, and in exercise of any such powers, pay necessary expenses, employ counsel and pay a reasonable fee therefor; all sums so expended shall be payable on demand by Mortgagee, be secured hereby and bear interest at the rate set forth above for advances.

26. Any failure by Mortgagee to insist upon the strict performance by Mortgagor of any of the covenants, terms and provisions hereof shall not be deemed to be a waiver thereof, and Mortgagee, notwithstanding such failure, shall have the right thereafter to insist upon the strict performance by Mortgagor of any and all of the covenants, terms and provisions of this Mortgage to be performed by Mortgagor.

27. Nothing herein contained or any transaction related hereto shall be construed or shall so operate, either presently or prospectively (i) to require Mortgagor to pay interest at a rate greater than is so lawful in such case to contract for, but shall require payment of interest only to the extent of such lawful rate; or (ii) to require Mortgagor to make any payment or do any act contrary to law, but if any clause or provision herein contained shall otherwise so operate to invalidate this Mortgage, in whole or in part, then such clause or provisions only shall be held for naught as though not herein contained and the remainder of this Mortgage shall remain operative in full force and effect. Should any such interest in excess of the lawful rate be paid at this time or at any time in the future, then, in such event, said interest shall automatically be applied to a reduction of principal under the terms and provisions of this Mortgage, or refunded to Mortgagor if and to the extent interest shall exceed the then balance of principal due Mortgagee.

28. Mortgagor, to the extent permitted by the law of the State of Indiana waives the benefit of all laws now existing or that thereafter may be enacted in any way extending the time for the enforcement of the collection of the Note or the debt evidenced thereby. To the full extent Mortgagor may do so, Mortgagor agrees that Mortgagor will not at any time insist upon, plead, claim or take the benefit or advantage of any law now or hereafter in force providing for any stay of extension, and Mortgagor, for itself and its heirs, devisees, representatives, successors and assigns, as the case may be, and for any persons ever claiming an interest in the Property, to the extent permitted by law, hereby waives and releases all rights of stay of execution, notice of election to mature or declare due the whole of the secured indebtedness and marshalling in the event of foreclosure of the liens hereby created. Appraisal of the Property is hereby expressly waived, or not, at the option of the Mortgagee; such option shall be exercised at the time the judgment is rendered in any foreclosure hereof.

29. Mortgagee, without notice, may release any part of the security described herein or any person liable for any indebtedness secured hereby without in anyway affecting the lien hereof upon any part of the security not expressly released or affecting the liability of any other person or entity liable for the same and may agree with any party obligated on said indebtedness or having any interest in the security described herein to extend the time for and change the terms for payment of the indebtedness secured hereby. Such agreement shall not in any way release or impair the lien hereof, but shall extend the lien hereof as against the title of all parties having any interest in said security which interest is subject to said lien, and no such release or agreement shall release any person obligated to pay any sum secured by this Mortgage.

30. In the event that Mortgagee, in its sole discretion, deems it necessary to employ counsel to enforce its rights and benefits hereunder or under the Note, or to protect the security for the Note, Mortgagor agrees to promptly reimburse Mortgagee upon demand for all costs and expenses incurred in connection therewith and the same shall bear interest at the rate set forth in the Note and shall be secured by this Mortgage. Any sums advanced by Mortgagee under the Note or this Mortgage shall bear interest at the rate set forth in the Note, shall be immediately due and payable, and shall be secured by this Mortgage.

31. Mortgagor agrees that after a judgment is entered on the Note or in an action in mortgage foreclosure, that Mortgagor's obligation to maintain insurance as required by Paragraph 5 herein, to pay taxes and other assessments as required by Paragraph 8 herein, to maintain the premises as required by Paragraph 18 herein, to pay Mortgagee's attorney's fees and costs associated with the employment of counsel to enforce Mortgagee's rights and benefits hereunder as required by Paragraph 29, and to reimburse Mortgagee for all costs and expenses incurred by Mortgagee in protecting its security as required by Paragraph 29, shall survive judgment so that these requirements of the Mortgage shall not merge into the judgment. Accordingly, Mortgagor agrees that in the event Mortgagee, in its sole discretion, deems it necessary to employ and compensate counsel to further enforce its rights hereunder under the Note, or to expend sums to protect the security for the Note as stated, the same shall be added to the amount of the judgment and bear interest at the rate stated in the Note until such judgment, with interest, is paid in full.

IN WITNESS WHEREOF, the undersigned have executed this Mortgage the day and year first above written.



Samuel Smith, Jr. (SEAL)
Samuel Smith, Jr.

Diane D. Taylor Smith (SEAL) *DT*
Diane D. Taylor Smith

Diane D. Taylor Smith *DT*

Witness:
[Handwritten Signature]

STATE OF INDIANA

)

) SS:

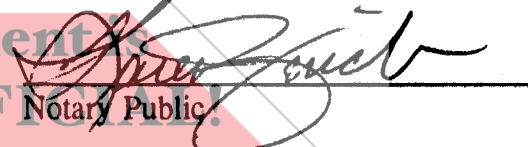
COUNTY OF LAKE

)

On this, the 29th day of May, 1998, before me, the undersigned officer, personally appeared Samuel Smith, Jr. and Diane D. Taylor Smith personally known to me as the persons whose names are subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and seal.

~~Document is NOT OFFICIAL!~~
Notary Public



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RETURN DOCUMENT TO MORTGAGEE AT:

B-11 Executive Mews
2300 Computer Avenue
Willow Grove, PA 19090

" NOTARY SEAL "
Karen Zivich, Notary Public
Lake County, State of Indiana
My Commission Expires 10/28/2001

STOP

Certified by: _____



Document prepared on behalf of APEX MORTGAGE CORP. by Doulgas R. Brown, attorney at law, 251 East Ohio Street, Suite 1100, Indianapolis, Indiana 46204.

Lot 25, except the South 6 inches of the West 27 feet thereof, Block 14, Second Addition to Indiana Harbor, in the City of East Chicago, as shown in Plat Book 5, Page 18, in Lake County, Indiana.

EXHIBIT "A"

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625 RIDGE RD Suite E
MUNSTER, IN 46321*

STOP

