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**REAL ESTATE CONSTRUCTION MORTGAGE
AND SECURITY AGREEMENT**
(Indiana Form)

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

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SCOTT A. & PATRICIA S. LAMB (the "Mortgagor"), whose address is
1588 DRIETWOOD DR., LOWELL, IN 46356

MORRIS W. GARDNER
RECORDER

for valuable consideration, the receipt of which is hereby acknowledged, hereby mortgages, warrants, assigns, and grants, and conveys a mortgage lien and security interest to Trustcorp Mortgage Company (the "Mortgagee"), and Indiana Corporation, whose address is 100 N. Michigan Street, Suite 800, South Bend, Indiana 46601, in and to the following described property:

A. The Mortgagor's interest in and to that real estate (the "Real Estate") situated in LAKE County, Indiana, described in Exhibit "A" attached to and a part of this Real Estate Construction Mortgage and Security Agreement ("Mortgage") and any renewal thereof, together with all rights, privileges, interests, mineral rights, water rights, air rights, timber rights and/or gas rights, easements, buildings, improvements, appurtenances, fixtures and hereditaments therein, thereon, or thereto belonging, and all the rents and profits and other income of the Real Estate, which said rents and profits are now and hereby assigned to the Mortgagee as of the date of any default in the performance of any obligation of the Mortgagor as stated herein or in any other agreement executed by the Mortgagor and the Mortgagee.

B. All fixtures and improvements owned by the Mortgagor either now existing or hereafter constructed or located in or upon the Real Estate including but not limited to all buildings, structures, all heating, ventilation and air conditioning equipment, including related electrical components and duct work, all electrical wiring and equipment attached to or incorporated into the Real Estate, and all equipment or machinery attached to or located on the Real Estate.

C. All cash or non-cash proceeds of any of the foregoing, including insurance proceeds.

Together with all after-acquired property of such description, replacements, substitutions, additions, and proceeds of all of the foregoing, all of which property and the proceeds of the foregoing is collectively hereinafter referred to as the "Collateral".

The Mortgagee and the Mortgagor agree as follows:

This Mortgage is given to secure to the Mortgagee the following:

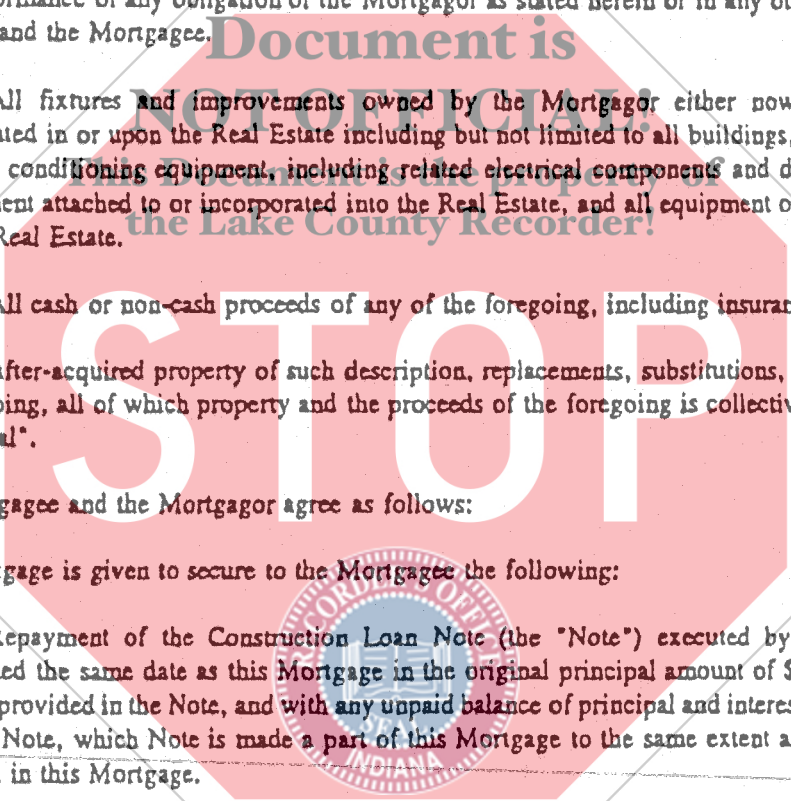
1. Repayment of the Construction Loan Note (the "Note") executed by the Mortgagor to the Mortgagee and dated the same date as this Mortgage in the original principal amount of \$117,150.00 with interest thereon as provided in the Note, and with any unpaid balance of principal and interest being due and payable as provided in the Note, which Note is made a part of this Mortgage to the same extent and with the same effect as if fully set forth in this Mortgage.

2. Any renewal, extension, modification or replacement of the indebtedness referred to in paragraph 1, above.

3. Any and all future advances made by the Mortgagee to the Mortgagor, and payments made by the Mortgagee on behalf of the Mortgagor in connection with (i) the indebtedness referred to in paragraph 1, above, (ii) other credit accommodations already existing between the Mortgagee and the Mortgagor or those arising in the future, (iii) additional costs to complete the Construction, as defined in Section 1.01, and (iv) monies paid by the Mortgagee to protect its security under this Mortgage.

4. Any other indebtedness which the Mortgagor from time to time, while this Mortgage is in effect, owes to the Mortgagee including, but not necessarily limited to, future loans made by the Mortgagee to the Mortgagor.

Chicago Title Insurance Company



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5. Performance of and compliance with the terms and provisions of this Mortgage and the Note and of the Construction Loan Agreement (the "Loan Agreement") dated the same date as this Mortgage between the Mortgagor and the Mortgagee, which is made a part of this Mortgage to the same extent and with the same effect as if fully set forth in this Mortgage.

6. The Mortgagor grants to the Mortgagee a full security interest in all furniture, fixtures, equipment, appliances and other items of personal property now or hereafter located or used in or on the Real Estate or the improvements, and the Mortgagee may file any and all statements and other documents required to perfect the security interest under the Uniform Commercial Code.

7. All interest, attorney fees, and costs of collection incurred by the Mortgagee with respect to enforcement of this Mortgage, including the obligations referred to in paragraphs 1 through 6, above, the Note, the Loan Agreement, and any related documents, together with any extensions or renewals thereof, and all other liabilities of the Mortgagor in favor of the Mortgagee, direct or indirect, absolute or contingent, whether now existing or hereafter arising.

The obligations referred to in paragraphs 1 through 7, above, are referred to in this Mortgage as the "Obligations."

The Mortgagor shall have and hold the Collateral for the purposes and uses set forth in this Mortgage under the following terms and conditions:

Document is NOT OFFICIAL!
ARTICLE I
This Document is the property of
Covenants
the Lake County Recorder!

The Mortgagor hereby covenants and agrees with the Mortgagee as follows:

Section 1.01. Construction. The Mortgagor will construct the buildings, improvements, and fixtures on the Real Estate in accordance with the plans and specifications which have been approved by the Mortgagee (the "Construction"), and will not change said plans or specifications without the prior written approval of the Mortgagee. The Mortgagor assigns to the Mortgagee all plans and specifications, drawings and renderings of architects and engineers, construction agreements and other agreements between the Mortgagor and suppliers of services, labor, materials, fixtures, furnishings, and equipment which are related to the Construction. This assignment shall continue in full force and effect until the indebtedness secured by this Mortgage is paid in full.

Section 1.02. Additional Construction Costs. The Mortgagor shall immediately pay to the Mortgagee, upon written request, such monies as the Mortgagee may at any time and in its reasonable discretion determine to be necessary, in addition to the amount of the loan secured by this Mortgage, plus any monies previously guaranteed or placed with the Mortgagee, to complete the construction of the buildings, improvements, and fixtures on the Real Estate according to the plans and specifications.

Section 1.03. Waste and Maintenance of Premises. The Mortgagor will not permit the commission of waste in or about the Real Estate; will not move or demolish, or alter the structural character of, any building at any time erected on the Real Estate without the prior written consent of the Mortgagee; shall maintain the Collateral in good condition and repair, reasonable wear and tear excepted. The Mortgagee shall have the right, but not the duty, to enter on the Real Estate at any reasonable hour to inspect the order, condition, and repair thereof, including the interiors of any buildings and improvements located thereon.

Section 1.04. Insurance Obligation. The Mortgagor will obtain, deliver to, and maintain for the benefit of the Mortgagee during the continuance of this Mortgage and until it is fully satisfied and released, a policy or policies of insurance insuring the Collateral against loss or damage by fire, lightning, windstorm, hail, explosion, riot, civil commotion, aircraft, vehicles, smoke, and such other hazards, casualties, and contingencies as the Mortgagee may designate. All policies of insurance required under this Section 1.04 shall be in such form and amounts and by such companies as the Mortgagee may accept, and shall contain a mortgagee clause acceptable to the Mortgagee, with loss payable to the Mortgagor and the Mortgagee as their interests may appear. The Mortgagor will promptly pay when due any premiums on any required policy or policies of insurance and will deliver to the

Mortgage renewals of such policy or policies at least ten days prior to the expiration dates thereof, the policies and renewals to be marked "paid" by the issuing company or agent.

The Mortgagor will give prompt written notice of any loss or damage to any of the Collateral to the Mortgagee. All proceeds of insurance in the event of such loss or damage shall be payable jointly to the Mortgagor, its successors and assigns, and the Mortgagee. All funds will be utilized by the Mortgagor to the extent necessary to restore the damaged or lost Collateral to substantially the same condition as the Collateral existed prior to the loss or damage, unless the Mortgagor elects not to do so, in which case the Mortgagee shall then apply the proceeds to the then existing indebtedness and the balance, if any, shall be paid to the Mortgagor.

Section 1.05. Payment of Taxes and Other Charges. The Mortgagor shall pay all real estate taxes, water and sewer rents, other similar claims and liens assessed or which may be assessed against the Collateral or any part thereof, without any deduction or abatement, in a manner acceptable to such taxing authorities and shall provide to the Mortgagee receipts for the payment thereof in full and shall pay every other tax, assessment, claim, lien, or encumbrance which may at any time be or become a lien upon the Real Estate or the Collateral prior to the lien of this Mortgage. However, if the Mortgagor in good faith, and by proper legal action, contests any such taxes, claims, liens, encumbrances or other charges or the validity thereof, and establishes on its books or by deposit of cash with the Mortgagee (as the Mortgagee may elect), a reserve for the payment thereof in such amount as the Mortgagee may require, then the Mortgagor will not be required to pay the same, or to produce such receipts, during the maintenance of said reserve and as long as such contest operates to prevent collection, and is maintained and prosecuted with diligence, and is not terminated or discontinued adversely to the Mortgagor.

Section 1.06. Payment of Future Taxes. If at any time the United States Government or any other federal, state, or municipal government or subdivision thereof requires internal revenue or other documentary stamps or tax on this Mortgage or any Obligation, upon demand the Mortgagor shall pay for same, and on failure to make such payment within fifteen days after demand, the Mortgagee may pay for such stamps and add the amount so paid to the principal indebtedness secured by this Mortgage, and said additional principal shall bear interest at the rate of 15% per annum.

Section 1.07. Compliance with Ordinances. The Mortgagor shall comply with any municipal ordinance or regulation affecting the Real Estate or the Collateral within thirty days after notice thereof. However, if the Mortgagor in good faith, and by proper legal action, contests any such ordinance or regulation, or the validity thereof, then the Mortgagor will not be required to comply therewith so long as such contest operates to prevent enforcement, and is maintained and prosecuted with diligence, and is not terminated or discontinued adversely to the Mortgagor.

Section 1.08. Personal Liability. The Mortgagor agrees to be personally liable for and to pay all indebtedness secured by this Mortgage in accordance with its terms and with the terms of the Note, the Loan Agreement, and all related documents.

Section 1.09. Other Financing. The Mortgagor may not create or permit to exist any other lien on, or security interest in, any portion of the Real Estate or the Collateral. The Mortgagor may not lease the Real Estate or the Collateral and will not incur any indebtedness to purchase any furniture, fixtures, equipment, appliances, and other items of personal property, without the prior written consent of the Mortgagee.

ARTICLE II Default and Remedies

Section 2.01. Events of Default. The failure of the Mortgagor or of any other party related to this Mortgage to meet any of the Obligations, or default under any other provision of this Mortgage, the Note, or the Loan Agreement, shall constitute an event of default under this Mortgage.

Section 2.02. Foreclosure on Default. Upon the occurrence of any one or more event of default, the entire unpaid balance on the principal, the accrued interest, and all other amounts secured by this Mortgage, shall, at the option of the Mortgagee, become immediately due and payable without notice or demand, and the Mortgagee may proceed to foreclose this Mortgage by judicial proceedings. Any failure to exercise said option will not constitute

a waiver of the right to exercise the option at any other time. In any such proceeding, there shall be allowed and included, as additional indebtedness in the judgment, all expenses which may be paid or incurred by or on behalf of the Mortgagee for attorneys' fees, costs of documentary evidence, costs of abstracts of title, title searches, title insurance policies, and any other expenses which the Mortgagee deems reasonably necessary to prosecute such suit or to maintain the sale pursuant to the judgment. The proceeds of any foreclosure sale shall be applied as follows: first, to the payment of all costs arising from the foreclosure proceedings; second, to the payment of all items other than principal and interest which are secured indebtedness under this Mortgage; third, to the payment of interest under the Note; fourth, to the payment of the unpaid principal under the Note; fifth, to the payment of any other obligations or indebtedness, whether in the form of principal, interest, or other forms of indebtedness, which obligations and indebtedness are secured by this Mortgage; and sixth, any surplus to the parties or parties entitled thereto.

Section 2.03. Possession and Receivership. The Mortgagee shall have the right in any proceeding to foreclose this Mortgage to the appointment of a receiver to collect the rents, issues, income, and profits of the Collateral and apply them to the payment of the indebtedness, interest, attorney's fees and costs, and any other payments required by this Mortgage, the Note, the Loan Agreement or any related documents, without notice and without regard to the adequacy of the Real Estate and the Collateral to secure the Obligations. Instead of such receivership, the Mortgagee may, at its option, take possession of the Real Estate during the period of redemption, and collect the rents and apply them in the manner set forth above.

Section 2.04. Failure to Pay Taxes or Insurance Premiums. If after receiving ten days written demand for payment and/or discharge from Mortgagee, the Mortgagor fails to pay any premium, tax, claim; lien or encumbrance which shall be or become prior in lien to this Mortgage, or to pay any insurance premium as aforesaid, or to keep the Collateral in repair, or commits or permits waste, then the Mortgagee, at its option, may pay said claim, lien, encumbrance, tax assessment, or premium, with right of subrogation thereunder, may make such repairs and take such steps as it deems advisable to prevent or cure such waste, and may appear in any action or proceeding with respect to any of the foregoing and retain counsel therein, and take such action therein as the Mortgagee deems advisable, and for any of said purposes the Mortgagee may advance such sums of money as it deems necessary. All sums of money advanced by the Mortgagee pursuant to this Section 2.04, together with interest on each such advance at the rate of 15% per annum, shall be additional indebtedness secured by this Mortgage and shall be immediately due and payable without notice. The failure of the Mortgagee to act pursuant to this Section 2.04 will not be deemed a waiver of any rights the Mortgagee may have because of any default by the Mortgagor.

Section 2.05. Security in Personal Property. With respect to the personal property in which a security interest is granted under this Mortgage, Mortgagee may exercise any of the rights of a secured party under this Mortgage, the Uniform Commercial Code, and any other applicable law. If the Mortgagee is required to provide notice of a public or private sale, lease, or other disposition of the personal property, the notice may be personally delivered to the Mortgagor or may be deposited in the United States Mail with postage prepaid, at least five business days prior to the proposed action. This notice will constitute reasonable and fair notice to the Mortgagor of any action.

ARTICLE III Satisfaction and Release

Section 3.01. Satisfaction of Mortgage. If the Mortgagor complies with the provisions of this Mortgage, pays the indebtedness secured by this Mortgage, and all other sums payable by the Mortgagor or others, and meets all of the Obligations without deduction, fraud, or delay, then this Mortgage and the lien hereby granted, shall cease and become void, notwithstanding any other provision of this Mortgage to the contrary.

Section 3.02. Assignment by Mortgagor. Any transfer or assignment of any interest in and to the Real Estate and the Collateral shall have the same consequences as an event of default respecting the indebtedness secured by this Mortgage and upon such transfer and assignment the Mortgagee, without prior notice or the elapse of any period of grace or the right to cure, shall have the right to declare all sums secured by this Mortgage immediately due and payable and, upon failure by the Mortgagor to make such payment within thirty days after written demand

therefor, the Mortgagee shall have the right to exercise all remedies provided in this Mortgage and all related documents.

ARTICLE IV Miscellaneous

Section 4.01. Notice. Notices shall be mailed as follows:

To Mortgagor at the address set forth in the first paragraph on page 1 of the Mortgage.

To Mortgagee at: 100 N. Michigan Street Suite 800
 South Bend, Indiana 46601

Section 4.02. Cumulative Rights and Remedies. The rights and remedies of the Mortgagee provided in this Mortgage, the Note, the Loan Agreement and the related documents, shall be cumulative and concurrent, and may be pursued singly, successively, or together at the sole discretion of the Mortgagee, and may be exercised as often as occasion therefor shall occur. The failure to exercise any such right or remedy may not be construed as a waiver or release of the same.

Section 4.03. Lawful Rates of Interest. All agreements between the Mortgagor and the Mortgagee are expressly limited so that in no event will the amount paid, or agreed to be paid, to the Mortgagee for the use, forbearance, or detention of any money due to the Mortgagee secured by this Mortgage exceed the maximum amount permissible under applicable law. If, due to any circumstances, fulfillment of any provision of this Mortgage, at the time performance of such provision shall be due, involves exceeding the limit of validity prescribed by law, then the obligation to be fulfilled shall be reduced to the limit of such validity, and if from any circumstances the Mortgagee ever receives as interest an amount that would exceed the highest lawful rate, such amount that would be excessive interest shall be applied to the reduction of the principal amount secured by this Mortgage and not to the payment of interest.

Section 4.04. State Law to Apply. This Mortgage shall be construed under and in accordance with the laws of the State of Indiana.

Section 4.05. Parties Bound. This Mortgage shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Mortgage.

Section 4.06. Severability. In case any one or more of the provisions contained in this Mortgage is for any reason held invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision of this Mortgage and this Mortgage shall be construed as if such invalid, illegal or unenforceable provision had never been contained in this Mortgage.

Section 4.07. Time of Essence. Time is of the essence of this Mortgage.

Section 4.08. Construction. The words "Mortgagor" and "Mortgagee" include singular or plural, individual or corporation, and the respective heirs, personal representatives, executors, administrators, successors, and assigns of the Mortgagor and the Mortgagee, as the case may be. The use of any gender applies to all genders. If more than one party is named as the Mortgagor, the obligation under this Mortgage of each such party is joint and several.

EXHIBIT A

TO: Real Estate Construction Mortgage and Security Agreement from
SCOTT A & PATRICIA S. LAMB, as Mortgagor, to Trustcorp
Mortgage Company, as Mortgagee, dated JUNE 12, 1998.

Legal Description

LOT 9 IN BROOKWOOD UNIT 2, AN ADDITION TO THE TOWN OF LOWELL,
AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 80, PAGE 59,
RECORDED IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

