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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

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REAL ESTATE MORTGAGE

VICTORIA PLACE TOWN HOMES, INC., an Indiana corporation (hereinafter referred to as "Mortgagor"), mortgages and warrants to SP, LLC, an Indiana limited liability company, with offices at 9825 Indianapolis Boulevard, Highland, Indiana 46322, (hereinafter referred to as "Mortgagee") certain real property located in the Town of Schererville, in Lake County, Indiana, together with all buildings, improvements, appurtenances, and fixtures attached, erected or used in connection with the real estate or hereafter acquired, attached, erected, appurtenant or used in connection with the real estate, and together with all rents, issues, income, profits, rights, privileges, interests, easements and hereditaments thereof, all more particularly described as follows:

LOT 6

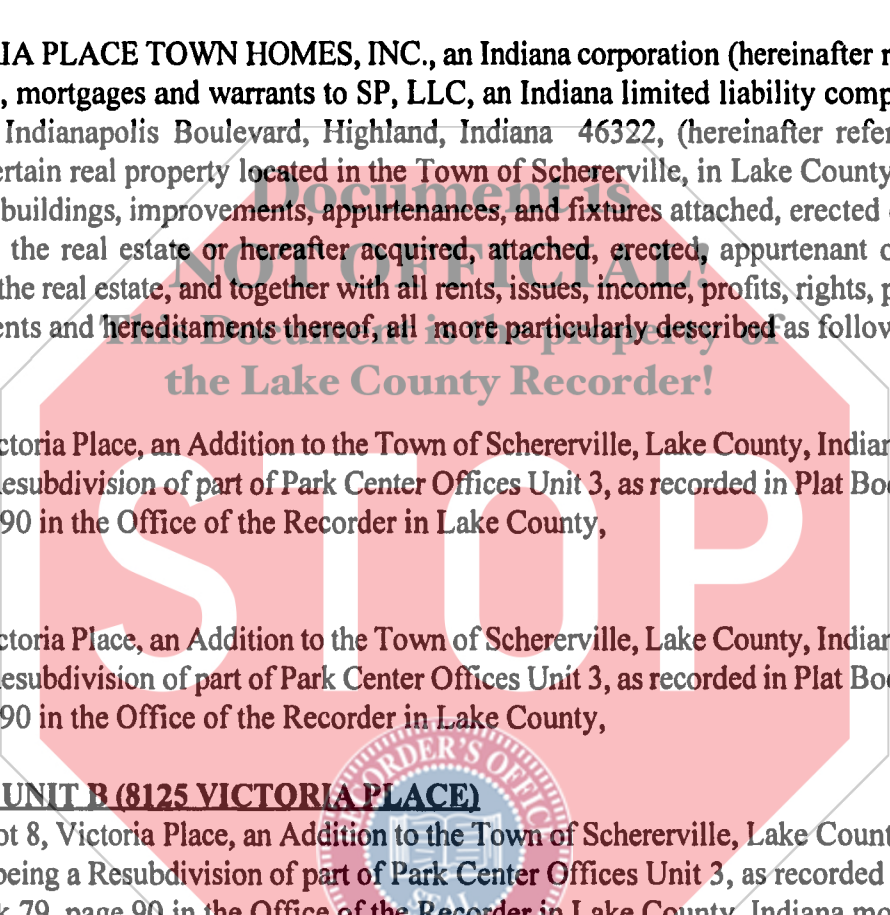
Lot 6, Victoria Place, an Addition to the Town of Schererville, Lake County, Indiana, being a Resubdivision of part of Park Center Offices Unit 3, as recorded in Plat Book 79, page 90 in the Office of the Recorder in Lake County,

LOT 7

Lot 7, Victoria Place, an Addition to the Town of Schererville, Lake County, Indiana, being a Resubdivision of part of Park Center Offices Unit 3, as recorded in Plat Book 79, page 90 in the Office of the Recorder in Lake County,

LOT 8 - UNIT B (8125 VICTORIA PLACE)

Part of Lot 8, Victoria Place, an Addition to the Town of Schererville, Lake County, Indiana, being a Resubdivision of part of Park Center Offices Unit 3, as recorded in Plat Book 79, page 90 in the Office of the Recorder in Lake County, Indiana more particularly described as follows: Commencing at the Northeast corner of said Lot 8; thence South 00°00'00" West, along the East line of said Lot 8, a distance of 38.40 feet to the Point of Beginning; thence continuing along said East line South 00°00'00" West, a distance of 29.70 feet; thence South 90°00'00" West, a distance of 144.37 feet thence North 34°17'13" West, a distance of 1.00 feet, to a point on a curve concave to the Northwest, having a radius of 80.00 feet; thence Northeasterly, along said curve (also being the Easterly right-of-way line of Victoria Place), a distance of 39.07 feet; thence North 90°00'00" East, a distance of 119.19 feet, to the point of beginning, in the Town of Schererville, Lake County, Indiana.



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OK

LOT 8 - UNIT B2 (8129 VICTORIA PLACE)

Part of Lot 8, Victoria Place, an Addition to the Town of Schererville, Lake County, Indiana, being a Resubdivision of part of Park Center Offices Unit 3, as recorded in Plat Book 79, page 90 in the Office of the Recorder in Lake County, Indiana more particularly described as follows: Commencing at the Northeast corner of said Lot 8; thence South 00°00'00" West, along the East line of said Lot 8, a distance of 95.00 feet to the Point of Beginning; thence continuing along said East line South 00°00'00" West, a distance of 96.17 feet to the Southeast corner of said Lot 8; thence North 90°00'00" West, along the South line of said Lot 8, a distance of 115.00 feet thence North 34°17'13" West, a distance of 1.00 feet, to a point on a curve concave to the Northwest, having a radius of 80.00 feet; thence Northeasterly, along said curve (also being the Easterly right-of-way line of Victoria Place), a distance of 19.57 feet; thence North 90°00'00" East, a distance of 119.19 feet, to the point of beginning.

LOT 11 - UNIT A (5490 VICTORIA PLACE)

Part of Lot 11, Victoria Place, an Addition to the Town of Schererville, Lake County, Indiana, as recorded in Plat Book 79, page 90 in the office of the Recorder of Lake County, Indiana, being more particularly described as follows: Beginning at the Northwest corner of said Lot 11; thence Southeasterly, along a curve, being the Northern boundary of said Lot 11, also being concave to the Northeast, and having a radius of 170.00 feet, an arc distance of 49.68 feet; thence South 22°15'17" West, a distance of 105.46 feet, to the Southerly line of said Lot 11; thence North 67°34'52" West, along said Southerly line, a distance of 60.00 feet, to the Southwest corner of said Lot 11; thence South 89°39'53" East, along the Westerly boundary of said Lot 11, a distance of 14.73 feet, to a corner of said Lot 11, thence Northwesterly, along a curve, being the Westerly boundary of said Lot 11, also being concave to the Northeast, and having a radius of 122.50 feet, an arc distance of 43.34 feet, to a corner of said Lot 11; thence North 43°23'24" East, along said Westerly boundary, a distance of 90.68 feet to the point of beginning.

LOT 11 - UNIT B (5494 VICTORIA PLACE)

Part of Lot 11, Victoria Place, an Addition to the Town of Schererville, Lake County, Indiana, as recorded in Plat Book 79, page 90 in the Office of the Recorder of Lake County, Indiana, being more particularly described as follows: Commencing at the Northwest corner of said Lot 11; thence Southeasterly, along a curve, being the Northern boundary of said Lot 11, also being concave to the Northeast, and having a radius of 170.00 feet, an arc distance of 49.68 feet, to the point of beginning; thence continuing along said curve, an arc distance of 12.54 feet; thence South 67°34'52" East, 15' 17" West, a distance of 105.00 feet, to the Southerly line of said Lot 11; thence North 67°34'52" West, along said Southerly line, a distance of 30.00 feet, thence North 22°15'17" East, a distance of 105.46 feet, to the point of beginning.

LOT 11 - UNIT C (5492 VICTORIA PLACE)

Part of Lot 11, Victoria Place, an Addition to the Town of Schererville, Lake County, Indiana, as recorded in Plat Book 79, page 90 in the Office of the Recorder of Lake County, Indiana, being more particularly described as follows: Commencing at the Northwest corner of said Lot 11; thence Southeasterly, along a curve, being the Northern boundary of said Lot 11, also being concave to the Northeast and having a radius of 170.00 feet, an arc distance of 62.22 feet; thence South 67°34'52" East, along said Northern boundary, a distance of 17.47 feet, to the point of beginning; thence continuing South 67°34'52" East, along said Northern boundary, a distance of 26.25 feet; thence South 22°15'17" West, a distance of 105.00 feet the Southern line of said Lot 11; thence North 67°34'52" West, along said Southern line, a distance of 26.25 feet; thence North 22°15'17" East, a distance of 105.00 feet, to the point of beginning, all in the Town of Schererville, Lake County, Indiana.

LOT 13 - UNIT B (5457 VICTORIA PLACE)

The East 26.4 feet of the West 86.8 feet (by parallel lines, and measured at right angles) of Lot 13, Victoria Place, an Addition to the Town of Schererville, Lake County, Indiana, being a Resubdivision of part of Park Center Offices Unit 3, as recorded in Plat Book 79, page 90 in the Office of the Recorder of Lake County, Indiana.

(hereinafter collectively referred to as the "Real Estate").

This Mortgage is given to secure:

- (a) the payment of a Promissory note drawn by Mortgagor payable to the order of Mortgagee of even date herewith in the amount of \$296,000.00 (hereinafter referred to as the "Note"), together with all interest and all other amounts payable thereunder;
- (b) the performance by Mortgagor of all covenants, agreements, promises, payments, and conditions contained in this Mortgage, the Note, and any and all other documents executed by Mortgagor in favor of or for the benefit of Mortgagee; and
- (c) the payment and performance of all future advances and all future modifications, extensions, and renewals of any indebtedness or obligations otherwise secured hereby.

Mortgagor, for itself, and for its successors and assigns, covenants and agrees with Mortgagee, and his successors and assigns, as follows:

1. Default. If there is a default in the payment or performance of any indebtedness

hereby secured, or if Mortgagor should abandon the Real Estate, or if the Real Estate or any part thereof should be attached, levied upon or seized, or if Mortgagor should become bankrupt or insolvent or make an assignment for the benefit of creditors, or if a receiver should be appointed for Mortgagor or otherwise with respect to the Real Estate, then the entire indebtedness aforesaid will, at Mortgagee's option, become immediately due and payable, without notice or demand, and the Real Estate will be subject to foreclosure of this Mortgage, and Mortgagee, if he elects to foreclose the same, will become entitled to the immediate possession of the Real Estate together with the rents, issues, income and profits therefrom and all amounts due are payable without relief from valuation or appraisal laws and Mortgagor will pay all costs and attorneys' fees incurred by Mortgagee in the enforcement of the terms hereof. Without limiting the foregoing, Mortgagor will pay to Mortgagee, as additional amounts due hereunder and under the Note, the amount of any and all reasonable costs and expenses, including but not limited to attorneys' fees, incurred by Mortgagee in enforcing any of his rights under this Mortgage or under the Note or otherwise with respect to any obligations secured by this Mortgage.

2. Condition and Use of Real Estate. For the duration of any indebtedness hereby secured, Mortgagor will use the Real Estate in accordance with all applicable laws, statutes, ordinances, regulations, and rules, including but not limited to zoning requirements.

For the duration of any indebtedness hereby secured, Mortgagor will keep the Real Estate in a good state of repair, normal wear and tear excepted. Mortgagor will not initiate or acquiesce in a change in the zoning classification of the Real Estate without Mortgagee's prior written consent.

3. Application of Payments. All payments received by Mortgagee hereunder and/or under the Note will be applied first to any late charges due under the Note, second to amounts payable under paragraph 4 of this Mortgage, third to interest due, and last to principal due.

4. Taxes, Assessments, and Liens. Mortgagor will pay all taxes, assessments, charges, fines and impositions attributable to the Real Estate which may attain priority over this Mortgage.

5. Insurance. Mortgagor will maintain one or more policies of insurance with respect to the Real Estate, which insurance will insure against damage to the Real Estate by fire, vandalism, explosion, windstorm, or any other cause customarily included in the term "extended coverage", the policies to be issued by insurance companies and to contain terms reasonably acceptable to Mortgagee, such insurance to be in a sum not at any time less than the amount secured hereby. Mortgagee will pay all premiums for all such insurance.

6. Inspection. Mortgagee and his agents may make reasonable entries upon and inspections of the Real Estate. Mortgagee will give Mortgagor notice at the time of or prior to an inspection.

7. Performance by Mortgagee. If Mortgagor fails to make any payment or to obtain any insurance, service or materials necessary for the performance of any of Mortgagor's covenants above

set forth, or if Mortgagor otherwise fails to take any action required hereunder, then Mortgagee at its option may do so, and its expenditures for any such purpose will be added to and become part of the indebtedness hereby secured. Any amounts disbursed by Mortgagee pursuant to this paragraph 7, with interest thereon, will become additional indebtedness of Mortgagor secured by this Mortgage. Unless Mortgagor and Mortgagee agree to other terms of payment, such amount will be immediately due and payable and will bear interest from the date of disbursement at the rate stated in the Note unless collection from Mortgagor of interest at such rate would be contrary to applicable law, in which event such amount will bear interest at the highest rate which may be collected from Mortgagor under applicable law. Mortgagor hereby covenants and agrees that Mortgagee will be subrogated to the lien of any mortgage or other lien discharged, in whole or in part, by the indebtedness secured hereby. Nothing contained in this paragraph 9 will require Mortgagee to incur any expense or take any action hereunder.

8. Second Mortgage. It is expressly understood and agreed that the mortgage interest granted hereunder is and will be subordinated to the mortgage interest granted to Lake County Trust Company, as Trustee under Trust #1916 ("LCTC"). Obligations and encumbrances created by the mortgage interest granted in favor of LCTC will not constitute a default hereunder.

9. Limitation on Waivers. Mortgagee at his option may extend the time for the payment of any indebtedness hereby secured, or reduce the payments thereon, or accept a note or renewal note therefor, or release any part of the security, or any person liable for the indebtedness, without consent of any junior lienholder, and without the consent of Mortgagor. No such extension, reduction, renewal or release will effect the priority of this Mortgage or impair the security hereof in any manner whatsoever, or release, discharge or affect in any manner the personal liability of Mortgagor to Mortgagee. No delay by Mortgagee in the exercise of any of his rights hereunder will preclude the exercise thereof so long as Mortgagor is in default hereunder and no failure of Mortgagee to exercise any of his rights because of one default will preclude the exercise thereof for a subsequent default. Mortgagee may enforce any one or more of his rights or remedies hereunder successively or concurrently.

10. Transfer of Interests. In the event Mortgagor, without Mortgagee's prior written consent, sells or transfers any interest in the Real Estate (including the right to possession thereof) or abandons the Real Estate, then at the option of Mortgagee this Mortgage and the Note or indebtedness it secures will become immediately due and payable in full. In such event, Mortgagee may immediately foreclose this Mortgage, all without any notice or demand whatsoever.

11. Notices. All notices hereunder will be in writing and will be personally delivered or sent by certified mail, return receipt requested. Notices will be deemed to have been given when personally delivered or when deposited in the United States mail, with all postage prepaid. Notices to Mortgagor will be given at the Real Estate or such other address as Mortgagor designates by notice to Mortgagee. Notices hereunder to Mortgagee will be given at the address of Mortgagee listed on the first page hereof or any other address Mortgagee designates by notice to Mortgagor.

12. Governing Law. This Mortgage will be governed by federal law and the law of the State of Indiana. If any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict will not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision. To this end the provisions of this Mortgage and the Note are declared to be severable.

13. Rights of Mortgagee upon Acceleration. Upon acceleration under paragraph 1 or abandonment of the Real Estate, Mortgagee (by judicially appointed receiver) will be entitled to enter upon, take possession and manage the Real Estate and to collect the rents of the Real Estate including those past due. Any rents collected by Mortgagee or the receiver will be applied first to payment of the costs of management of the Real Estate and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Mortgage.

14. Release. Upon payment of all sums secured by this Mortgage, Mortgagee will deliver a duly executed and recordable Release of this Mortgage to Mortgagor without charge to Mortgagor.

15. Waivers. Mortgagor waives all right of valuation and appraisal and any homestead rights and exemptions which may accrue with respect to the Real Estate.

16. Miscellaneous Provisions. The covenants, agreements, and conditions hereof will be binding upon Mortgagor and the heirs, personal representatives, successors, and assigns of Mortgagor, and will inure to the benefit of Mortgagee and his successors and assigns. Whenever used, the singular number will include the plural, and the use of any gender will include all genders. All obligations of Mortgagor hereunder will be joint and several. The captions and headings contained herein are inserted for convenient reference only, are not a part hereof and the same will not limit or construe the provisions to which they apply.

IN WITNESS WHEREOF, this Mortgage has been executed by Mortgagor as of September 11, 1998.

VICTORIA PLACE TOWN HOMES, INC.

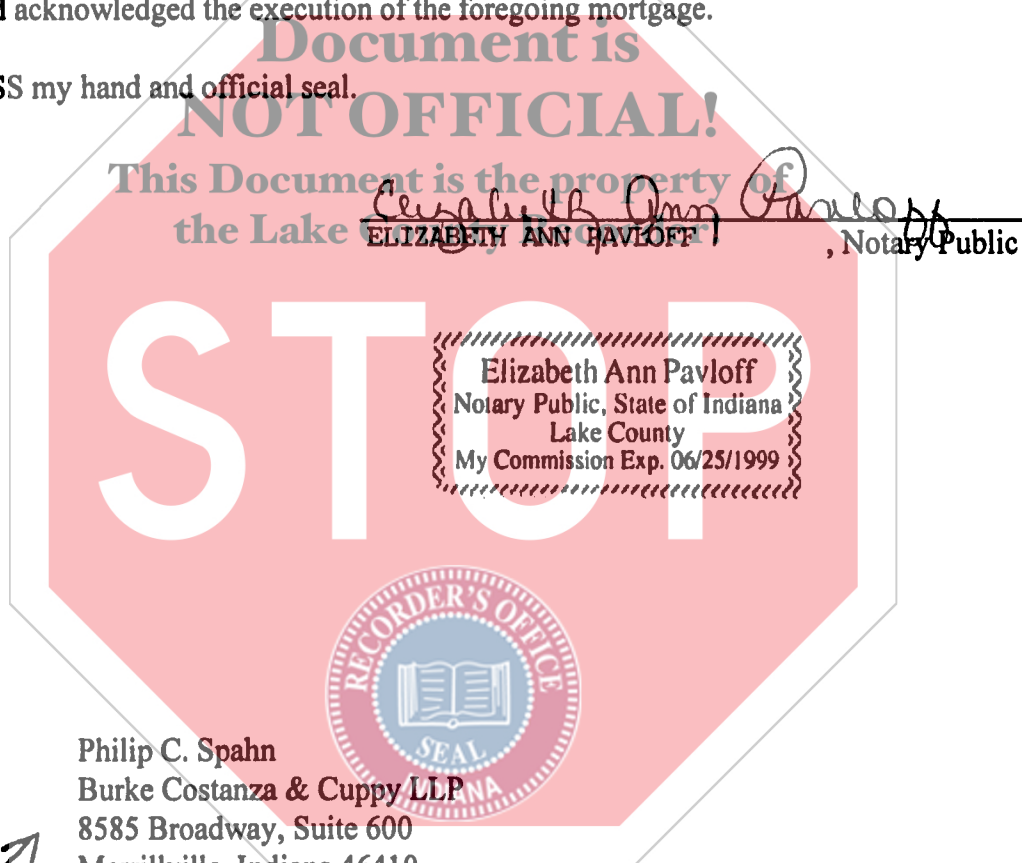
By:


Bruce E. Boyer, President

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before the undersigned, a Notary Public in and for said County and State, on September 11, 1998, personally appeared Bruce E. Boyer, President of Victoria Place Town Homes, Inc., and acknowledged the execution of the foregoing mortgage.

WITNESS my hand and official seal.



Prepared by: Philip C. Spahn
Burke Costanza & Cuppy LLP
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(219) 769-1313