

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

99084206

99 OCT 13 AM 8:44

MORRIS W. CARTER  
RECORDER

### MORTGAGE AND FIXTURE FILING

BORROWER		MORTGAGOR	
ECB, LLC		ECB, LLC	
ADDRESS 3974 Harrison Street Gary, IN 46408		ADDRESS 3974 Harrison Street Gary, IN 46408	
TELEPHONE NO.	IDENTIFICATION NO.	TELEPHONE NO.	IDENTIFICATION NO.

In consideration of the loan or other credit accommodation hereinafter specified and any future advances or future Obligations, as defined herein, which may hereafter be advanced or incurred and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagor hereby mortgages and warrants to \_\_\_\_\_  
MERCANTILE NATIONAL BANK OF INDIANA 5243 HOHMAN AVENUE HAMMOND, IN 46320

(“Lender”), its successors and assigns, with power of sale and right of entry and possession, all of Mortgagor’s present and future estate, right, title, and interest in and to the real property described in Schedule A which is attached to this Mortgage and incorporated herein by this reference, together with all present and future improvements and fixtures; all tangible personal property including without limitation all machinery, equipment, building materials, and goods of every nature (excluding consumer goods) now or hereafter located on or used in connection with the real property, whether or not affixed to the land; all privileges, hereditaments, and appurtenances, including all development rights associated with the real property, whether previously or subsequently transferred to the real property from other real property or now or hereafter susceptible of transfer from the real property to other real property; all leases, licenses and other agreements; all rents, issues and profits; all water, well, ditch, reservoir and mineral rights and stocks pertaining to the real property (cumulatively “Property”); until payment in full of all Obligations secured hereby.

Moreover, in further consideration, Mortgagor does, for Mortgagor and Mortgagor’s heirs, representatives and assigns, hereby expressly warrant, covenant, and agree with Lender its successors and assigns as follows:

**1. OBLIGATIONS.** This Mortgage shall secure the payment and performance of all present and future indebtedness, liabilities, obligations and covenants of Borrower or Mortgagor (cumulatively “Obligations”) to Lender pursuant to:

(a) this Mortgage and the following promissory notes and other agreements:

INTEREST RATE	PRINCIPAL AMOUNT/ CREDIT LIMIT	FUNDING/ AGREEMENT DATE	MATURITY DATE	CUSTOMER NUMBER	LOAN NUMBER
FIXED	\$97,300.00	09/27/99	09/27/04		

(b) all other present or future, written agreements with Lender which refer specifically to this Mortgage (whether executed for the same or different purposes than the foregoing);

(c) any guaranty of obligations of other parties given to Lender now or hereafter executed which refers to this Mortgage;

(d) future obligations and advances, whether obligatory or optional, to the same extent as if made contemporaneously with the execution of this Mortgage, made or extended to or on behalf of Mortgagor or Borrower. Mortgagor agrees that if one of the Obligations is a line of credit, the lien created by this Mortgage shall continue until payment in full of all debt due under the line notwithstanding the fact that from time to time (but before termination of the line) no balance may be outstanding. At no time shall the lien of this Mortgage exceed \$ 97,300.00 exclusive of interest thereon and exclusive of unpaid balances of advances made with respect to the Property for the protection of the Property or the security of this Mortgage or for the payment of taxes, assessments, insurance premiums and all other costs which Lender is authorized by this Mortgage to pay on Mortgagor’s behalf and exclusive of attorneys fees incurred by Lender in connection with any collection or enforcement action hereunder; and

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M.O 416354

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