

MORTGAGE

(Participation)

STATE OF INDIANA
FILED

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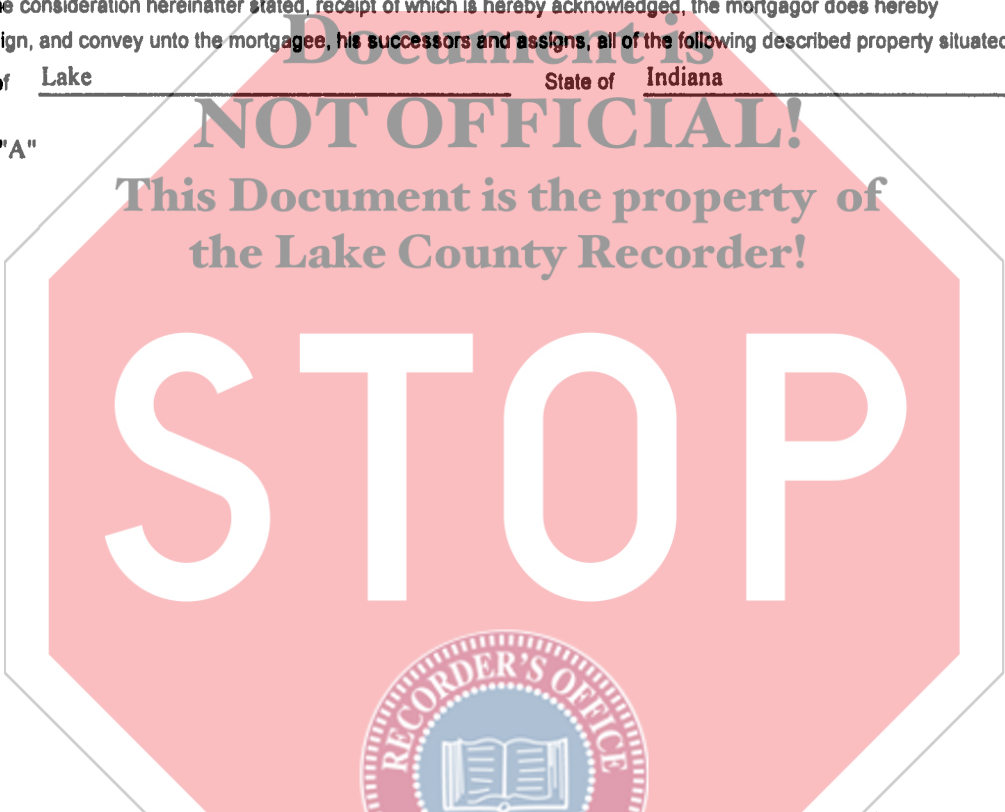
H 620002051

This mortgage made and entered into this 20th day of July, 2000
by and between Kathy Ivetich also known as Kevla Ivetich; Jon Ivetich also known as Jovan Ivetich; Gordon Ivetich also known as Goran Ivetich and Danny Ivetich also known as Dusan Ivetich as Trustees of the Marko Ivetich Family Trust
(hereinafter referred to as mortgagor) and Union Federal Bank of Indianapolis
(hereinafter referred to as

mortgagee), who maintains an office and place of business at 45 N Pennsylvania St. #800 Indianapolis, IN 46158

WITNESSETH, that for the consideration hereinafter stated, receipt of which is hereby acknowledged, the mortgagor does hereby mortgage, sell, grant, assign, and convey unto the mortgagee, his successors and assigns, all of the following described property situated and being in the County of Lake State of Indiana

See Attached Exhibit "A"



Together with and including all buildings, all fixtures including but not limited to all plumbing, heating, lighting, ventilating, refrigerating, incinerating, air conditioning apparatus, and elevators (the mortgagor hereby declaring that it is intended that the items herein enumerated shall be deemed to have been permanently installed as part of the realty), and all improvements now or hereafter existing thereon; the hereditaments and appurtenances and all other rights thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, all rights of redemption, and the rents, issues, and profits of the above described property (provided, however, that the mortgagor shall be entitled to the possession of said property and to collect and retain the rents, issues, and profits until default hereunder). To have and to hold the same unto the mortgagee and the successors in interest of the mortgagee forever in fee simple or such other estate, if any, as is stated herein.

The mortgagor covenants that he is lawfully seized and possessed of and has the right to sell and convey said property; that the same is free from all encumbrances except as hereinabove recited; and that he hereby binds himself and his successors in interest to warrant and defend the title aforesaid thereto and every part thereof against the claims of all persons whomsoever.

This instrument is given to secure the payment of a promissory note dated _____ in the principal sum of \$ 1,000,000 signed by Jon Ivetich, President & Trustee in behalf of IMK Truckstop, Inc. & Marko Ivetich Family Trust

CT 19:00 AM

Said promissory note was given to secure a loan in which the Small Business Administration, an agency of the United States of America, has participated. In compliance with section 101.1(d) of the Rules and Regulations of the Small Business Administration [13 C.F.R. 101.1(d)], this instrument is to be construed and enforced in accordance with applicable Federal law.

1. The mortgagor covenants and agrees as follows:

- a. He will promptly pay the indebtedness evidenced by said promissory note at the times and in the manner therein provided.
- b. He will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefor to the said mortgagee.
- c. He will pay such expenses and fees as may be incurred in the protection and maintenance of said property, including the fees of any attorney employed by the mortgagee for the collection of any or all of the indebtedness hereby secured, or foreclosure by mortgagee's sale, or court proceedings, or in any other litigation or proceeding affecting said property. Attorneys' fees reasonably incurred in any other way shall be paid by the mortgagor.
- d. For better security of the indebtedness hereby secured, upon the request of the mortgagee, its successors or assigns, he shall execute and deliver a supplemental mortgage or mortgages covering any additions, improvements, or betterments made to the property hereinabove described and all property acquired by it after the date hereof (all in form satisfactory to mortgagee). Furthermore, should mortgagor fail to cure any default in the payment of a prior or inferior encumbrance on the property described by this instrument, mortgagor hereby agrees to permit mortgagee to cure such default, but mortgagee is not obligated to do so; and such advances shall become part of the indebtedness secured by this instrument, subject to the same terms and conditions.
- e. The rights created by this conveyance shall remain in full force and effect during any postponement or extension of the time of the payment of the indebtedness evidenced by said promissory note or any part thereof secured hereby.
- f. He will continuously maintain hazard insurance, of such type or types and in such amounts as the mortgagee may from time to time require on the improvements now or hereafter on said property, and will pay promptly when due any premiums thereof. All insurance shall be carried in companies acceptable to mortgagee and the policies and renewals thereof shall be held by mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the mortgagee. In event of loss, mortgagor will give immediate notice in writing to mortgagee, and mortgagee may make proof of loss if not made promptly by mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to mortgagee instead of to mortgagor and mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged or destroyed. In event of foreclosure of this mortgage, or other transfer of title to said property in extinguishment of the indebtedness secured hereby, all right, title, and interest of the mortgagor in and to any insurance policies then in force shall pass to the purchaser or mortgagee or, at the option of the mortgagee, may be surrendered for a refund.
- g. He will keep all buildings and other improvements on said property in good repair and condition; will permit, commit, or suffer no waste, impairment, deterioration of said property or any part thereof; in the event of failure of the mortgagor to keep the buildings on said premises and those erected on said premises, or improvements thereon, in good repair, the mortgagee may make such repairs as in its discretion it may deem necessary for the proper preservation thereof; and the full amount of each and every such payment shall be immediately due and payable; and shall be secured by the lien of this mortgage.
- h. He will not voluntarily create or permit to be created against the property subject to this mortgage any lien or liens inferior or superior to the lien of this mortgage without the written consent of the mortgagee; and further, that he will keep and maintain the same free from the claim of all persons supplying labor or materials for construction of any and all buildings or improvements now being erected or to be erected on said premises.
- i. He will not rent or assign any part of the rent of said mortgaged property or demolish, or remove, or substantially alter any building without the written consent of the mortgagee.
- j. All awards of damages in connection with any condemnation for public use of or injury to any of the property subject to this mortgage are hereby assigned and shall be paid to mortgagee, who may apply the same to payment of the installments last due under said note, and mortgagee is hereby authorized, in the name of the mortgagor, to execute and deliver valid acquittances thereof and to appeal from any such award.
- k. The mortgagee shall have the right to inspect the mortgaged premises at any reasonable time.

2. Default in any of the covenants or conditions of this instrument or of the note or loan agreement secured hereby shall terminate the mortgagor's right to possession, use, and enjoyment of the property, at the option of the mortgagee or his assigns (it being agreed that the mortgagor shall have such right until default). Upon any such default, the mortgagee shall become the owner of all of the rents and profits accruing after default as security for the indebtedness secured hereby, with the right to enter upon said property for the purpose of collecting such rents and profits. This instrument shall operate as an assignment of any rentals on said property to that extent.

3. The mortgagor covenants and agrees that if he shall fail to pay said indebtedness or any part thereof when due, or shall fail to perform any covenant or agreement of this instrument or the promissory note secured hereby, the entire indebtedness hereby secured shall immediately become due, payable, and collectible without notice, at the option of the mortgagee or assigns, regardless of maturity, and the mortgagee or his assigns may before or after entry sell said property without appraisalment (the mortgagor having waived and assigned to the mortgagee all rights of appraisalment):

(I) at judicial sale pursuant to the provisions of 28 U.S.C. 2001 (a); or

(II) at the option of the mortgagee, either by auction or by solicitation of sealed bids, for the highest and best bid complying with the terms of sale and manner of payment specified in the published notice of sale, first giving four weeks' notice of the time, terms, and place of such sale, by advertisement not less than once during each of said four weeks in a newspaper published or distributed in the county in which said property is situated, all other notice being hereby waived by the mortgagor (and said mortgagee, or any person on behalf of said mortgagee, may bid with the unpaid indebtedness evidenced by said note). Said sale shall be held at or on the property to be sold or at the Federal, county, or city courthouse for the county in which the property is located. The mortgagee is hereby authorized to execute for and on behalf of the mortgagor and to deliver to the purchaser at such sale a sufficient conveyance of said property, which conveyance shall contain recitals as to the happening of the default upon which the execution of the power of sale herein granted depends; and the said mortgagor hereby constitutes and appoints the mortgagee or any agent or attorney of the mortgagee, the agent and attorney in fact of said mortgagor to make such recitals and to execute said conveyance and hereby covenants and agrees that the recitals so made shall be effectual to bar all equity or right of redemption, homestead, dower, and all other exemptions of the mortgagor, all of which are hereby expressly waived and conveyed to the mortgagee; or

(III) take any other appropriate action pursuant to state or Federal statute either in state or Federal court or otherwise for the disposition of the property.

In the event of a sale as hereinbefore provided, the mortgagor or any persons in possession under the mortgagor shall then become and be tenants holding over and shall forthwith deliver possession to the purchaser at such sale or be summarily dispossessed, in accordance with the provisions of law applicable to tenants holding over. The power and agency hereby granted are coupled with an interest and are irrevocable by death or otherwise, and are granted as cumulative to the remedies for collection of said indebtedness provided by law.

4. The proceeds of any sale of said property in accordance with the preceding paragraphs shall be applied first to pay the costs and expenses of said sale, the expenses incurred by the mortgagee for the purpose of protecting or maintaining said property, and reasonable attorneys' fees; secondly, to pay the indebtedness secured hereby; and thirdly, to pay any surplus or excess to the person or persons legally entitled thereto.

5. In the event said property is sold at a judicial foreclosure sale or pursuant to the power of sale hereinabove granted, and the proceeds are not sufficient to pay the total indebtedness secured by this instrument and evidenced by said promissory note, the mortgagee will be entitled to a deficiency judgment for the amount of the deficiency without regard to appraisalment.

6. In the event the mortgagor fails to pay any Federal, state, or local tax assessment, income tax or other tax lien, charge, fee, or other expense charged against the property the mortgagee is hereby authorized at his option to pay the same. Any sums so paid by the mortgagee shall be added to and become a part of the principal amount of the indebtedness evidenced by said note, subject to the same terms and conditions. If the mortgagor shall pay and discharge the indebtedness evidenced by said promissory note, and shall pay such sums and shall discharge all taxes and liens and the costs, fees, and expenses of making, enforcing, and executing this mortgage, then this mortgage shall be canceled and surrendered.

7. The covenants herein contained shall bind and the benefits and advantages shall inure to the respective successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

8. No waiver of any covenant herein or of the obligation secured hereby shall at any time thereafter be held to be a waiver of the terms hereof or of the note secured hereby.

9. A judicial decree, order, or judgment holding any provision or portion of this instrument invalid or unenforceable shall not in any way impair or preclude the enforcement of the remaining provisions or portions of this instrument.

10. Any written notice to be issued to the mortgagor pursuant to the provisions of this instrument shall be addressed to the mortgagor at 3350 Calumet Avenue, Hammond, Indiana, 46320

and any written notice to be issued to the mortgagee shall be addressed to the mortgagee at 45 N Pennsylvania St. #800 Indianapolis, IN 46158

IN WITNESS WHEREOF, the mortgagor has executed this instrument and the mortgagee has accepted delivery of this instrument as of the day and year aforesaid.

[Signature]
Jon Ivetich also known as Jovan Ivetich, Trustee

[Signature]
Kathy Ivetich also known as Koviljka Ivetich, Trustee

[Signature]
Danny Ivetich also known as Dusan M. Ivetich, Trustee

[Signature]
Gordon M. Ivetich also known as Goran Ivetich, Trustee

Executed and delivered in the presence of the following witnesses:

[Signature]
CYNTHIA E. COLVIN

NOT OFFICIAL!
This document is the property of
the Lake County Recorder!

The loan secured by this lien was made under a United States Small Business Administration (SBA) nationwide program which uses tax dollars to assist small business owners. If the United States is seeking to enforce this document, then under SBA regulations:

- a) When SBA is the holder of the Note, this document and all documents evidencing or securing this Loan will be construed in accordance with federal law.
- b) Lender or SBA may use local or state procedures for purposes such as filing papers, recording documents, giving notice, foreclosing liens, and other purposes. By using these procedures, SBA does not waive any federal immunity from local or state control, penalty, tax or liability. No Borrower or Guarantor may claim or assert against SBA any local or state law to deny any obligation of Borrower, or defeat any claim of SBA with respect to this Loan.

Any clause in this document requiring arbitration is not enforceable when SBA is the holder of The Note secured by this instrument.

(Add Appropriate Acknowledgment)

STATE OF INDIANA)
) SS
COUNTY OF LAKE)



I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Jon Ivetich also known as Jovan Ivetich, Trustee; Kathy Ivetich also known as Koviljka Ivetich, Trustee; Danny Ivetich also known as Dusan M. Ivetich, Trustee; and Gordon M. Ivetich also known as Goran Ivetich, Trustee, personally known to me to be the same person whose name is subscribed to the foregoing Instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said Instrument as their/his/her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 19th day of July, 2000.

Signed [Signature]
(Notary Public)

THIS INSTRUMENT PREPARED BY KATHLEEN L. KIMBRELL



EXHIBIT "A"

Parcel 1: Part of the Northeast Quarter of Section 24, Township 37 North, Range 10 West of the Second Principal Meridian, in the City of Hammond, in Lake County, Indiana, which is also a part of vacated streets, vacated alleys, certain lots of Blocks 2, 3, 4, 5, 7 and outlot "A" of Jones-Laughlin Addition to the City of Hammond, as per plat recorded in Plat Book 20, page 54, in the Recorder's Office of Lake County, Indiana, and described as:

Beginning at a point in the West line of 80-foot wide Calumet Avenue at a point 287.7 feet South of the North line of said Section 24; thence South on said 40-foot West right of way line of said Calumet Avenue for a distance of 263.3 feet to the North line of 60-foot wide 134th Street; thence West on the North line of 60-foot wide 134th Street for a distance of 330.00 feet to the West line of Baltimore Avenue; thence South on the West line of 60-foot wide Baltimore Avenue for a distance of 165.0 feet to the South line of said Jones-Laughlin Addition; thence Northwesterly on the South line of said Jones-Laughlin Addition for a distance of 809.25 feet to the East line of the 20-foot North-South running alley of Block 2; thence North on said East line of North-South running 20-foot alley for a distance of 257.12 feet to a point in the West line of Lot 12, Block 2, said Jones-Laughlin Addition; thence East on a straight line that is parallel to and 9.25 feet North of the South line of Lot 12, Block 2, and Lots 12 and 27 of Blocks 3 and 4 of said Jones-Laughlin Addition for a distance of 785 feet to the West line of vacated Baltimore Avenue; thence South on said West line of vacated 60-foot wide Baltimore Avenue for a distance of 22.7 feet; thence East on a line parallel to and 263.3 feet North of said North line of 134th Street for a distance of 330.0 feet to the point of beginning.

Parcel 2: Lots 1, 2, 3, 4 and 5, Block 6 of Jones-Laughlin Addition, as shown in Plat Book 20, page 54, in the Recorder's Office of Lake County, Indiana, more particularly described as: Beginning at a point in the West 40-foot right of way line of Calumet Avenue which is 611 feet South of the North line of said Section 24; thence South on said West 40-foot right of way line of Calumet Avenue for a distance of 125 feet to the South line of aforesaid Lot 5; thence West on said South line of Lot 5 for a distance of 125 feet to the West line of aforesaid Lots 1, 2, 3, 4 and 5 of Block 6; thence North on said West line of Lots 1, 2, 3, 4 and 5 of Block 6 of said Jones-Laughlin Addition for a distance of 125 feet to the South line of 134th Street; thence East on the South line of 60-foot wide 134th Street for a distance of 125 feet to the point of beginning.

Parcel 3: All that part of Lots 20 and 21 not included in the 300-foot wide Indiana East-West Toll Road and all of Lots 22 and 23 of Block 2 of Jones-Laughlin Addition, as shown in Plat Book 20, page 54, in the Recorder's Office of Lake County, Indiana, more particularly described as: Beginning at a point in the East line of 60-foot wide Johnson Avenue at a point 349.25 feet South of the North line of the Northeast Quarter of said Section 24 which point is the Northwest corner of aforesaid Lot 23 and thence South along said East line of Johnson Avenue for a distance of 96.37 feet to the Northeast right of way line of the Indiana East-West Toll Road; thence Southeast along the Northeast Right of Way line for a distance of 48.76 feet to the South line of said Jones-Laughlin Addition; thence Easterly on said South line for a distance of 110.32 feet to the West line of the 20-foot wide public alley running North and South through said Block 2 of Jones-Laughlin Addition; thence North on said West line for a distance of 167.92 feet to the Northeast corner of said Lot 23; thence West on the North line of said Lot 23 for a distance of 125 feet to the point of beginning.

EXHIBIT "A" continued

Parcel 4: Lot 7, Block 6, Jones-Laughlin Addition, to the City of Hammond, as shown in Plat Book 20, page 54, in the Recorder's Office of Lake County, Indiana, except that part of Lot 7 lying South of the Westerly projection of the North line of Lot 6, more particularly described as: Beginning at the Southeast corner of said Lot 7; thence North on the East line of said Lot 7 a distance of 23.98 feet; thence West on the Westerly projection of the North line of Lot 6 in said Block 6 a distance of 92.69 feet to the South line of said Jones-Laughlin Addition; thence Southeasterly on said South line 95.74 feet, more or less, to the Southeast corner of said Lot 7; and all of Lots 8 and 9, in Block 6 in Jones-Laughlin Addition to Hammond, and that part of vacated 134th Street lying East of the West line of Baltimore Avenue and West of the West line of Calumet Avenue; that part of vacated Baltimore Avenue lying South of the North line of 134th Street and North of the South line of said subdivision; and that part of vacated alley lying West of the West line of Lots 1 to 5, both inclusive, Block 6, Jones-Laughlin Addition, to the City of Hammond, as shown in Plat Book 20, page 54, in Lake County, Indiana.

Parcel 5: Part of the Northeast Quarter of Section 24, Township 37 North, Range 10 West of the Second Principal Meridian, in the City of Hammond, Lake County, Indiana, more particularly described as follows: The South 146.7 feet of the North 287.7 feet of the East 330 feet of vacated Block 5, Jones-Laughlin Addition as per plat thereof in the Recorder's Office of Lake County, Indiana.

Excepting therefrom the following: A part of Lots 9, 10, 11 and 12, Block 5 in Jones-Laughlin Addition, to the City of Hammond, the plat of which is recorded in Plat Book 20, page 54, in the Office of the Recorder of Lake County, Indiana, described as follows: Beginning at the Southeast corner of said Lot 9; thence South 00 degrees 00 minutes 00 seconds East, 54.64 feet along the East line of said Lots 10, 11 and 12; thence South 90 degrees 00 minutes 00 seconds West, 15.00 feet; thence North 00 degrees 00 minutes 00 seconds East, 59.19 feet to the North line of the owner's land; thence South 89 degrees 47 minutes 51 seconds East, 15.00 feet along said North line to the East line of said Lot 9; thence South 00 degrees 00 minutes 00 seconds East, 4.50 feet along said East line to the point of beginning.

