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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

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MORRIS V. CAWLER

REAL ESTATE MORTGAGE AND SECURITY AGREEMENT

1571LK00

LD FOR MERIDIAN TITLE CORP

THIS INDENTURE WITNESSETH

that in consideration of the sum of Ten Dollars (\$10.00) and other sufficient consideration, receipt whereof is hereby acknowledged,

WILDWOOD PROPERTIES, LLC,
an Indiana limited liability company
("Mortgagor")

MORTGAGES and WARRANTS to

UNION PLANTERS BANK, N.A.
a national banking association
("Mortgagee")

the real estate which is described on Exhibit A attached hereto, together with the buildings, structures and other improvements now or hereafter situated on or used in connection therewith, all rights, privileges, interests, easements, tenements, hereditaments and appurtenances thereunto appertaining, all fixtures and appliances (including signs) now or hereafter attached thereto or used in connection therewith, and the rents, issues, income and profits thereof (all of which are referred to herein as the "Mortgaged Property"), and grants to Mortgagee a security interest therein.

Mortgagor further grants to Mortgagee a security interest, mortgage and lien on:

A. All articles of tangible personal property and any additions to, substitutions for, changes in or replacements of the whole or any part thereof, including without limitation all wall-safes, built-in furniture and installations, shelving, partitions, vaults, elevators, dumb-waiters, awnings, window shades, venetian blinds, light fixtures, fire hoses and brackets and boxes for the same, fire sprinklers, alarm systems, drapery rods and brackets, screens, water heaters, incinerators, wall coverings, carpeting, linoleum, tile, other floor coverings of whatever description, communication systems, all specifically designed installations and furnishings, store maintenance and other supplies and all other articles of property, now or at any time hereafter placed upon or used in any way in connection with the ownership, operation or maintenance of the Mortgaged Property or any portion thereof and owned by Mortgagor or in which Mortgagor now has or hereafter acquires an interest and all building materials and equipment now or hereafter delivered to the Mortgaged Property and intended to be installed or placed in or about the Mortgaged Property (hereinafter referred to as the "Personal Property"). Notwithstanding the breadth of the foregoing, the Personal Property shall not include: (i) personal property which may be owned by lessees or other occupants and their customers or which may be leased by such lessees or other occupants of the Mortgaged Property from third parties, unless such personal property is subsequently

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acquired by Mortgagor; (ii) material, equipment, tools, machinery or other personal property which is brought upon the Mortgaged Property only for use in construction, maintenance or repair and which is not intended to remain after the completion of such construction, maintenance or repair and which is not necessary for ownership, occupancy or property maintenance of the Mortgaged Property; or (iii) such items of tangible personal property which have not been purchased or installed with the proceeds of the Note and with respect to which Mortgagee shall have executed express, written agreements to subordinate Mortgagee's lien or security interest in such tangible personal property.

B. All right, title and interest of Mortgagor, now owned or hereafter acquired, in and to any land lying within the right-of-way of any street, road, alley or public place, opened, proposed or vacated, by law or otherwise, and all easements and rights-of-way, public or private, tenements, hereditaments, appendages, rights and appurtenances now or hereafter located upon the Mortgaged Property or now or hereafter used in connection with or now or hereafter belonging or appertaining to the Mortgaged Property, all of which shall be included within the definition of "Mortgaged Property".

C. All judgments, settlements and any and all proceeds derived from such hereafter entered or made as a result of or in lieu of taking of the Mortgaged Property, any part thereof, interest therein or any rights appurtenant thereto under the power of eminent domain or purchase in lieu thereof, or for any damages, whether caused by such taking or otherwise, to the Mortgaged Property, including change of grade of streets, curb cuts or other right of access for any public use or purpose under any law.

D. All rents, income, profits, revenues, royalties, bonuses, rights, accounts, contract rights, insurance policies and proceeds thereof, general intangibles and benefits of the Mortgaged Property or the Personal Property or arising from any lease or similar agreement pertaining thereto, and all right, title and interest of Mortgagor in and to all leases of the Mortgaged Property or the Personal Property now or hereafter entered into and all right, title and interest of Mortgagor thereunder, including, without limitation, cash or securities deposited thereunder to secure performance by lessees of their obligations thereunder, whether said cash or securities are to be held until the expiration of the terms of said leases or applied to one or more of the installments of rent coming due immediately prior to the expiration of said terms with the right to receive and apply the same to said indebtedness (the "Rents and Profits").

E. All proceeds from the conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims.

All of the foregoing, together with the Mortgaged Property, are sometimes collectively referred to as the "Collateral."

Reference is hereby made to that certain Loan Agreement made on August 31, 2000, between Mortgagor as Borrower, Mortgagee as Lender, and Vladimir Gastevich, Jr. and Eric T. Gastevich as Guarantors (the "Loan Agreement"). The terms and conditions of such Loan Agreement are incorporated into this Mortgage by this reference.

This Mortgage is made, and the security interest granted herein is granted, to secure the following:

A. the payment, promptly when due, of all of the loan indebtedness (including interest and reasonable attorneys' fees and costs of collection) now or hereafter arising under the Loan Agreement and the Instruments, as defined therein (whether or not evidenced by promissory notes made pursuant thereto), including without limitation, the Promissory Note dated concurrently herewith in the amount of One Million Five Hundred Thousand Dollars (\$1,500,000.00) executed by Mortgagee, the last installment of which is due and payable on or before August 1, 2007, and all extensions, modifications, consolidations, and renewals thereof;

B. all present and future, direct or indirect obligations and liabilities of the Mortgagor to the Mortgagee up to \$1,750,000.00 with interest, it being understood by all parties that the advancement of additional funds, as provided for above, remains discretionary with Mortgagee and is not obligatory,

C. the observance and performance of all other obligations to be observed and performed by Mortgagor under the Loan Agreement, under any agreement or instrument executed pursuant to the Loan Agreement, or under this Mortgage, and

D. all costs and expenses incurred in the collection and enforcement of the indebtedness and obligations secured hereby, and all costs and expenses incurred in the foreclosure of this Mortgage, including (without limitation) reasonable attorneys' fees, costs of environmental assessments, costs of abstracting or title insurance, appraisal fees, expenses of survey and expenses of publication of notice.

1. Perfection of Security Interest in Fixtures: Mortgagor further grants to Mortgagee a security interest, mortgage and lien on the Collateral and this Mortgage is intended to also serve as a Security Agreement. With respect to all fixtures included within the definition of the Mortgaged Property hereunder and with respect to all Personal Property which are or are to become fixtures, this Mortgage will constitute a financing statement under the Indiana Uniform Commercial Code. It is intended that as to such fixtures and the proceeds thereof, this Mortgage will be effective as a financing statement filed as a fixture filing in the real estate records of the county in which the Real Estate is located. The Real Estate affected by this Mortgage is described in Exhibit A. The owners of record of such Real Estate is Mortgagor. Information concerning the interest of Mortgagee in such fixtures may be obtained from Mortgagee at its address set forth in this Mortgage. Mortgagor hereby authorizes Mortgagee to execute and file (in such offices as may be necessary for the purpose) any additional financing statements as it may deem appropriate to perfect the security interest in fixtures or personal property granted herein, without Mortgagor's signature thereon.

2. Default: In the event that any indebtedness secured hereby or any installment thereof is not paid promptly when due or within the grace period, if any, allowed for the payment thereof, or in the event that Mortgagor or any other party to the Loan Agreement or any document executed in connection therewith fails to observe or perform any obligation to be observed or performed by them under the Loan Agreement or any document executed in connection therewith and fails to cure such default within the grace period, if any, allowed for the cure thereof, Mortgagee may (at its option) without notice or demand, declare the entire balance of said indebtedness to be immediately due and payable and may forthwith commence an action to foreclose this Mortgage in any court of competent jurisdiction. And it is further agreed that, in such foreclosure action, Mortgagee will be entitled as a matter of right to the appointment, ex parte and without notice, of a receiver to take possession of the Mortgaged Property, and to receive and collect the income, rents, issues and profits thereof, and to lease the same if the same is not then under lease, and all sums received and collected by said

receiver will be applied first to the payment of the costs and expenses of such receivership, next to the costs (including reasonable attorneys' fees) of said foreclosure action, next to the payment of unpaid real estate taxes and assessments, next to the payment of interest accrued in the indebtedness secured hereby, and finally to the payment of the unpaid principal balance of the indebtedness secured hereby. The foregoing remedies will be in addition to all other remedies available to Mortgagee at law or in equity.

3. **Effect of Waiver or Release:** The failure of Mortgagee to exercise any right or remedy available to it hereunder will not constitute a waiver of such right or remedy for any continuing or repeated default, and will not bar Mortgagee from the exercise of such right or remedy or any other right or remedy available to it hereunder.

4. **Notices:** All notices to be given pursuant to this Mortgage will be sufficient if given by personal service, guaranteed overnight delivery service, telecopy or if it is mailed postage prepaid, certified or registered mail, return receipt requested, to the parties hereto as set forth below, or to such other address as a party may request in writing. Any time period provided in the giving of any notice hereunder shall commence upon the date of personal service, the day after delivery to the guaranteed overnight delivery service, the day after sending the telecopy, or two (2) days after mailing certified or registered mail.

Mortgagor: WILDWOOD PROPERTIES, LLC
an Indiana limited liability company
One Professional Center
Suite 304
Crown Point, IN 46307

Mortgagee: UNION PLANTERS BANK, N.A.
a national banking association
437 South Street
P.O. Box 780
Lafayette, IN 47902-0780

5. **Collection Costs:** Mortgagors will be obligated to pay any and all costs incurred in the collection of the indebtedness secured hereby and in the foreclosure of this Mortgage and the sale of the Mortgaged Property as such costs are incurred. As used herein, the term "costs incurred in collection" means all costs and expenses reasonably incurred by Mortgagee in or in connection with the foreclosure of this Mortgage or the sale of the Mortgaged Property, including (without limitation) court costs, sheriff's or marshall's fees, fees for publication of notice, reasonable attorney's fees, abstracting fees, title insurance premiums, appraisal fees, surveyor's fees, environmental assessment fees and costs incurred in remediating contamination of the Mortgaged Property.

6. **Valuation and Appraisalment.** All sums payable under this Mortgage shall be without relief from valuation and appraisalment laws.

7. **Waiver of Jury Trial.** Mortgagor and Mortgagee, after consulting or having had the opportunity to consult with counsel, knowingly, voluntarily, and intentionally waive any right either of them may have to a trial by jury in any litigation based upon or arising out of this Mortgage, the Loan Agreement, Instruments, or any other related instrument or agreement or any of the transactions contemplated by the Loan Agreement or

any course of conduct, dealing, statements, whether oral or written, or actions of either of them. Neither the Mortgagor or Mortgagee shall seek to consolidate, by counterclaim or otherwise, any action in which a jury trial cannot be or has not been waived. These provisions shall not be deemed to have been modified in any respect or relinquished by either the Mortgagor or Mortgagee except by a written instrument executed by both of them.

8. Changes in Mortgaged Property: In the event that any portion or all of the Mortgaged Property is submitted to the provisions of the Declaration of Condominium of Wildwood Court Condominiums, recorded on August 4, 1999, as Document No. 99065123, in the Office of the Recorder of Lake County, Indiana, and the final plans thereto filed therewith, as all may be amended from time to time (the "Declaration"), and the Horizontal Property Law of the State of Indiana, Indiana Code Section 32-1-6-1 et seq. (the "Act"), the security interest and lien evidenced under this Mortgage shall attach to the individual units created by such submission, and to their undivided interest in the common areas and facilities appurtenant to such units.

9. Release of Collateral. In the event that any portion or all of the Real Estate is submitted to the Declaration and the Act, Lender may release any unit thereby created from the security interest and lien evidenced under this Mortgage, upon Borrower's written request and Borrower's satisfaction of the following:

- a. A payment equal to that unit's pro-rata share of the then outstanding loan balance (i.e., the Unit (divided by the number of remaining Units, multiplied by the then outstanding loan balance); or
- b. The requirements provided in Schedule K to the Loan Agreement, provided Lender determines following Borrower's notice, in its sole discretion, that the Substitute Unit is of equal or greater appraised value than the Unit requested by the Borrower to be released.

The terms "Unit(s)" and "Substitute Unit" shall have the meanings set forth in the Loan Agreement.

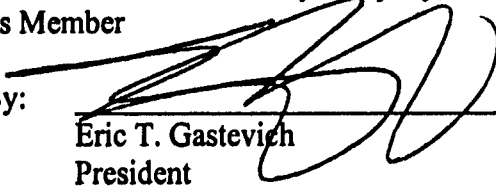
10. Miscellaneous: This Mortgage will inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. This Mortgage and all rights and obligations hereunder, including matters of construction, validity and performance, will be governed by the Uniform Commercial Code and other applicable laws of the State of Indiana. Whenever possible each provision of this Mortgage will be interpreted in such a manner as to be effective and valid upon applicable law, but if any provision of this Mortgage will be prohibited by or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition without invalidating the remainder of such provision or the remaining provisions of this Mortgage.

IN WITNESS WHEREOF, the undersigned have set their hands and affixed their seals hereunto this 31st day of August, 2000.


BORROWER:

WILDWOOD PROPERTIES, LLC
an Indiana limited liability company

By: **ATG HOLDING, LLC,**
an Indiana limited liability company,
its Member

By: 
Eric T. Gastevich
President

By: **ATG CORPORATION,**
an Indiana corporation,
its Member

By: 
Eric T. Gastevich
President

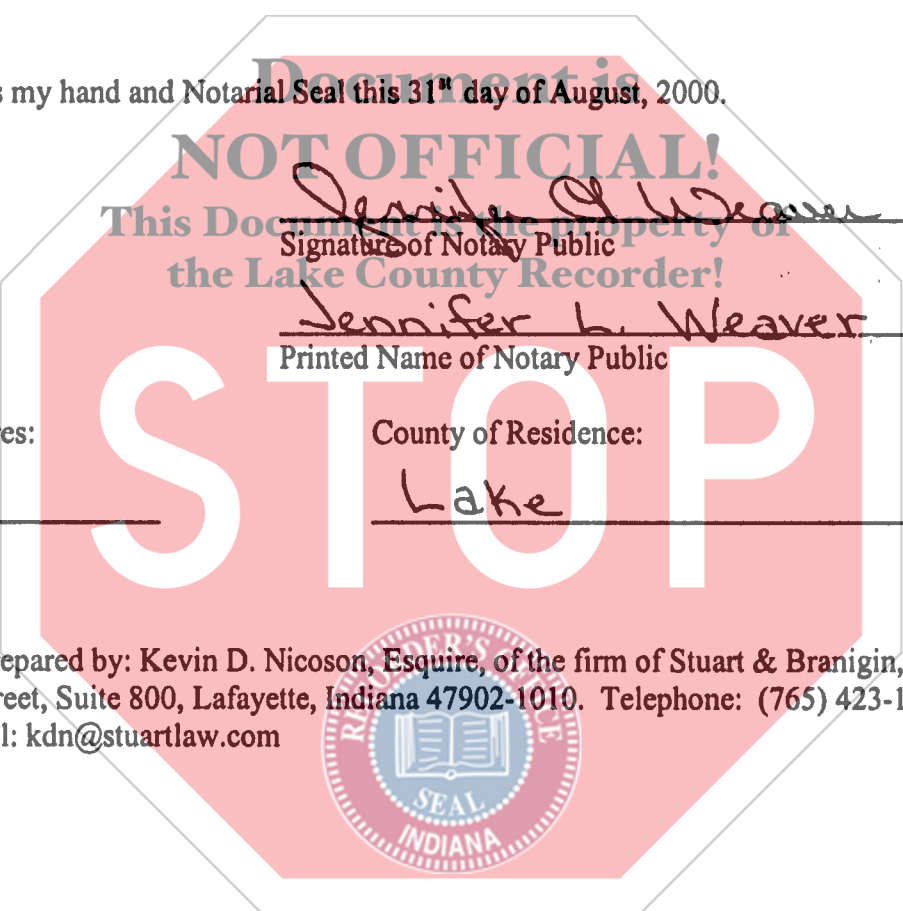


STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me, the undersigned Notary Public, personally appeared Eric T. Gastevich, the President of ATG HOLDING, LLC, an Indiana limited liability company, and Eric T. Gastevich, the President of ATG CORPORATION, an Indiana corporation, the sole members of WILDWOOD PROPERTIES, LLC, an Indiana limited liability company, who on behalf of said WILDWOOD PROPERTIES, LLC, an Indiana limited liability company, acknowledged the execution of the foregoing document and swore to the truth of the statements made therein.

Witness my hand and Notarial Seal this 31st day of August, 2000.

SEAL

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

Signature of Notary Public
Printed Name of Notary Public

My Commission Expires:

County of Residence:

7-7-06

Lake

This instrument was prepared by: Kevin D. Nicoson, Esquire, of the firm of Stuart & Branigin, The Life Building, 300 Main Street, Suite 800, Lafayette, Indiana 47902-1010. Telephone: (765) 423-1561; Facsimile: (765) 742-8175; E-mail: kdn@stuartlaw.com

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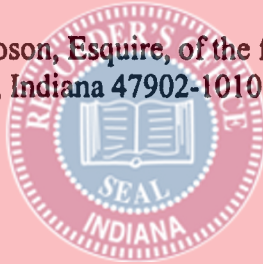


EXHIBIT A

Description of Real Estate

Units 2A, 2B, 2C, and 2D in Building 6, Wildwood Court Condominiums, a Horizontal Property Regime, created by the Declaration of Condominium for Wildwood Court Condominiums, dated July 29, 1999, recorded August 4, 1999, as Instrument No. 99065123, and Instrument No. 99065124, and any subsequent amendments thereto including the Seventh Supplemental Declaration dated August 15, 2000 and recorded August 21, 2000, as Instrument No. 2000-060319, bringing Building 6 into said Horizontal Property Regime.

