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This Document Prepared By
and After Recording Return To:

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MORTGAGE OFFICE
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**LEASEHOLD MORTGAGE AND SECURITY AGREEMENT WITH
ASSIGNMENT OF RENTS**

This Leasehold Mortgage and Security Agreement with Assignment of Rents (this "Mortgage") dated as of August 28, 2000 from TRUMP INDIANA, INC., a Delaware corporation with an address at 1 Buffington Harbor Drive, Gary, Indiana 46406 (hereinafter referred to as "Mortgagor") to MERCANTILE NATIONAL BANK OF INDIANA, a national banking association, with its principal place of business at 5243 Hohman Avenue, Hammond, Indiana 46320 (hereinafter referred to as "Mortgagee");

WITNESSETH THAT:

WHEREAS, Mortgagor has executed and delivered a promissory note bearing even date herewith in the principal amount of \$5,000,000, such promissory note made payable to the order of Mortgagee in and by which Mortgagor promises to pay said principal sum (or so much thereof as may be outstanding at the maturity thereof), together with interest on the balance of principal from time to time outstanding and unpaid thereon at the rate and at the times specified in the Loan Agreement hereinafter defined with a final maturity of all principal and interest to be paid on August 28, 2002 (the "Termination Date"), as provided for in the Loan Agreement described below (said promissory note and any and all extensions and renewals thereof and any notes issued in replacement or substitution therefor being herein collectively referred to as the "Note");

WHEREAS, the Note has been issued under and subject to the provisions of that certain Loan Agreement bearing even date herewith by and among Mortgagor and Mortgagee and the Note evidences the \$5,000,000 loan made pursuant to the Loan Agreement (such Loan Agreement being hereinafter referred to as the "Loan Agreement");

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NOW, THEREFORE, to secure (i) the payment of the principal and premium, if any, of and interest on the Note as and when the same becomes due and payable (whether by lapse of time, acceleration or otherwise) and all advances now or hereafter evidenced thereby, whether such advances are made directly to Mortgagor as cash or cash equivalents, (ii) the payment of all other indebtedness, obligations and liabilities which this Mortgage secures pursuant to any of its terms and (iii) the observance and performance of all covenants and agreements contained herein or in the Loan Agreement, the Note or in any other instrument or document at any time evidencing or securing any of the foregoing or setting forth terms and conditions applicable thereto (all of such indebtedness, obligations and liabilities described in clauses (i), (ii) and (iii) above being hereinafter collectively referred to as the "indebtedness hereby secured"), Mortgagor does hereby grant, mortgage, warrant and assign unto Mortgagee, its successors and assigns, in each case subject to the rights of holders of any interest senior and/or superior to the right, title and/or interest of Mortgagor in and to the Lease (as defined below) and does hereby grant to Mortgagee, its successors and assigns, a security interest in, all and singular the properties, rights, interests and privileges described in Granting Clauses I, II, III, IV, V and VI below, all of the same being collectively referred to herein as the "Mortgaged Premises".

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GRANTING CLAUSE I

The leasehold estate created by, and all of the right, title and interest of Mortgagor as the tenant under that certain Ground Sublease dated as of August 29, 1997 between the Mortgagor and Trump Indiana Realty, LLC, and as from time to time may be amended (the "Lease"), but only insofar as such leasehold estate covers that certain real estate ("Real Property") lying and being in the County of Lake and State of Indiana more particularly described in *Schedule I* attached hereto and made a part hereof, together with the properties, rights, interests and privileges thereto (such leasehold estate and other such properties, rights, interests and privileges being hereinafter referred to as the "Leasehold Property").

GRANTING CLAUSE II

All buildings and improvements of every kind and description heretofore or hereafter erected or placed on the Real Property and all materials intended for construction, reconstruction, alteration and repairs of the buildings and improvements now or hereafter erected thereon, all of which materials shall be deemed to be included within the premises immediately upon the delivery thereof to the said real estate, and all fixtures, machinery, apparatus, equipment, fittings and articles of personal property of every kind and nature whatsoever now or hereafter attached to or contained in or used or useful in connection with said real estate and the buildings and improvements now or hereafter located thereon and the operation, maintenance and protection thereof, including but not limited to all machinery, motors, fittings, radiators, awnings, shades, screens, all gas, coal, steam, electric, oil and other heating, cooking, power and lighting apparatus and fixtures, all fire prevention and extinguishing equipment and apparatus, all cooling and ventilating apparatus and systems, all plumbing, incinerating, and sprinkler equipment and fixtures, all elevators and escalators, all communication and electronic monitoring equipment, all window and structural cleaning rigs and all other machinery and equipment of every nature and fixtures and appurtenances thereto and all items of furniture, appliances, draperies, carpets, other

furnishings, equipment and personal property used or useful in the operation, maintenance and protection of the said real estate and the buildings and improvements now or hereafter located thereon and all renewals or replacements thereof or articles in substitution therefor, whether or not the same are or shall be attached to said real estate, buildings or improvements in any manner, and all proceeds thereof; it being mutually agreed, intended and declared that all the aforesaid property shall, so far as permitted by law, be deemed to form a part and parcel of the property secured hereby and for the purpose of this Mortgage to be covered by this Mortgage; and as to the balance of the property aforesaid, this Mortgage is hereby deemed to be as well a Security Agreement under the provisions of the Uniform Commercial Code for the purpose of creating hereby a security interest in said property, which is hereby granted by Mortgagor as debtor to Mortgagee as secured party, securing the indebtedness hereby secured. The addresses of Mortgagor (debtor) and Mortgagee (secured party) appear at the beginning hereof.

GRANTING CLAUSE III

All Mortgagor's right, title and interest in and to: all right, title and interest of Mortgagor now owned or hereafter acquired in and to all and singular the estates, tenements, hereditaments, privileges, easements, licenses, franchises, appurtenances and royalties, mineral, oil, and water rights belonging or in any wise appertaining to the Real Property or the property interests described in Granting clause II above and the reversions, rents, issues, revenues and profits thereof, including all interest of Mortgagor in all rents, issues and profits of the aforementioned property and all rents, issues, profits, revenues, royalties, bonuses, rights and benefits due, payable or accruing (including all deposits of money as advanced rent or for security) under any and all leases or subleases and renewals thereof of, or under any contracts or options for the sale of all or any part of, the aforesaid property interests (including during any period allowed by law for the redemption of said property after any foreclosure or other sale), together with the right, but not the obligation, to collect, receive and receipt for all such rents and other sums and apply them to the indebtedness hereby secured and to demand, sue for and recover the same when due or payable; *provided* that the assignments made hereby shall not impair or diminish the obligations of Mortgagor under the provisions of such leases or other agreements nor shall such obligations be imposed upon Mortgagee. By acceptance of this Mortgage, Mortgagee agrees, not as a limitation or condition hereof, but as a personal covenant available only to Mortgagor that until an Event of Default shall occur giving Mortgagee the right to foreclose this Mortgage, Mortgagor may collect, receive (but not more than 30 days in advance) and enjoy such rents.

GRANTING CLAUSE IV

All Mortgagor's right, title and interest in and to: all judgments, awards of damages, settlements and other compensation heretofore or hereafter made resulting from condemnation proceedings or the taking of the Real Property or any part thereof or any building or other improvement now or at any time hereafter located thereon or any easement or other appurtenance thereto under the power of eminent domain, or any similar power or right (including any award from the United States Government at any time after the allowance of the claim therefor, the ascertainment of the amount thereof and the issuance of the warrant for the payment thereof), whether permanent or temporary, or for any damage (whether caused by such taking or

otherwise) to said property or any part thereof or the improvements thereon or any part thereof, or to any rights appurtenant thereto, including severance and consequential damage, and any award for change of grade of streets (collectively, "Condemnation Awards").

GRANTING CLAUSE V

All property and rights, if any, which are by the express provisions of this Mortgage required to be subjected to the lien hereof and any additional property and rights that may from time to time hereafter, by installation or writing of any kind, be subjected to the lien hereof by Mortgagor or by anyone in Mortgagor's behalf.

GRANTING CLAUSE VI

All Mortgagor's right, title and interest in and to: all rights in and to common areas and access roads on adjacent properties heretofore or hereafter granted to Mortgagor and any after-acquired title or reversion in and to the beds of any ways, roads, streets, avenues and alleys adjoining the property described in Granting Clause I or any part thereof.

TO HAVE AND TO HOLD the Mortgaged Premises and the properties, rights and privileges hereby granted, mortgaged, warranted and pledged, and in which a security interest is granted, or intended so to be, unto Mortgagee, its successors and assigns, forever; *provided, however,* that this Mortgage is upon the express condition that if the principal of and interest on the Note shall be paid in full and all other indebtedness hereby secured shall be fully paid and performed and any commitment contained in the Loan Agreement to extend credit thereunder shall have terminated, then this Mortgage and the estate and rights hereby granted shall cease, determine and be void and this Mortgage shall be released by Mortgagee upon the written request and at the expense of Mortgagor, otherwise to remain in full force and effect.

Mortgagor hereby covenants and agrees with Mortgagee as follows:

1. *Payment of the Indebtedness.* The indebtedness hereby secured will be promptly paid as and when the same becomes due, without any relief whatever from valuation or appraisal laws of the State of Indiana.
2. *Ownership of Mortgaged Premises.* Mortgagor covenants and warrants that it is lawfully seized of and has good and marketable title to the Mortgaged Premises free and clear of all liens, charges and encumbrances whatever except those exceptions to title listed on Schedule II attached hereto (the "*Permitted Exceptions*") and Mortgagor has good right, full power and authority to transfer and mortgage the same to Mortgagee for the uses and purposes set forth in this Mortgage; and Mortgagor will warrant and forever defend the title to the Mortgaged Premises subject to the Permitted Exceptions against all claims and demands whatsoever.
3. *Further Assurances.* Mortgagor will execute and deliver such further instruments and do such further acts as may be necessary or proper to carry out more effectively the purpose

of this Mortgage and, without limiting the foregoing, to make subject to the lien hereof any property agreed to be subjected hereto or covered by the Granting Clauses hereof.

4. *Compliance with Loan Agreement.* Mortgagor will abide by and comply with and be governed and restricted by all of the terms, covenants, provisions, restrictions and agreements contained in the Loan Agreement, and in each and every supplement thereto or amendment thereof which may at any time or from time to time be executed and delivered by the parties thereto or their successors and assigns.

5. *Possession.* Provided no Event of Default has occurred and is continuing hereunder, Mortgagor shall be suffered and permitted to remain in full possession, enjoyment and control of the Mortgaged Premises, subject always to the observance and performance of the terms of this Mortgage.

6. *Payment of Taxes.* Pursuant to the terms of the Lease, Mortgagor shall pay, or cause to be paid, before any penalty attaches, all general taxes and all special taxes, special assessments, water, drainage and sewer charges and all other charges of any kind whatsoever, ordinary or extraordinary, which may be levied, assessed, imposed or charged on or against the Mortgaged Premises or any part thereof and which, if unpaid, might by law become a lien or charge upon the Mortgaged Premises or any part thereof, and shall, upon written request, exhibit to Mortgagee official receipts evidencing such payments, except that, unless and until foreclosure, distraint, sale or other similar proceedings shall have been commenced, no such charge or claim need be paid if being contested (except to the extent any full or partial payment shall be required by law), after notice to Mortgagee, by appropriate proceedings which shall operate to prevent the collection thereof or the sale or forfeiture of the Mortgaged Premises or any part thereof to satisfy the same, conducted in good faith and with due diligence and if Mortgagor shall have furnished such security, if any, as may be required in the proceedings or requested by Mortgagee.

7. *Payment of Taxes on Note or Interest of Mortgagee.* Mortgagor agrees that if any tax, assessment or imposition upon this Mortgage or the indebtedness hereby secured or the Note or the interest of Mortgagee in the Mortgaged Premises or upon Mortgagee by reason of or as a holder of any of the foregoing (including, without limitation, corporate privilege, franchise and excise taxes, but excepting therefrom any income tax on interest payments on the principal portion of the indebtedness hereby secured imposed by the United States or any state including, but not limited to, the Indiana Financial Institutions Tax) is levied, assessed or charged, then, unless all such taxes are paid by Mortgagor to, for or on behalf of Mortgagee as they become due and payable (which Mortgagor agrees to do upon demand of Mortgagee, to the extent permitted by law), or Mortgagee is reimbursed for any such sum advanced by Mortgagee, all sums hereby secured shall become immediately due and payable, at the option of Mortgagee upon thirty (30) days' notice to Mortgagor, notwithstanding anything contained herein or in any law heretofore or hereafter enacted, including any provision thereof forbidding Mortgagor from making any such payment. Mortgagor agrees to exhibit to Mortgagee, upon request, official receipts showing payment of all taxes and charges which Mortgagor is required to pay hereunder.

8. *Recordation and Payment of Taxes and Expenses Incident Thereto.* Mortgagor will cause this Mortgage, all mortgages supplemental hereto and any financing statement or other notice of a security interest required by Mortgagee at all times to be kept, recorded and filed at its own expense in such manner and in such places as may be required by law for the recording and filing or for the rerecording and refiling of a mortgage, security interest, assignment or other lien or charge upon the Mortgaged Premises, or any part thereof, in order fully to preserve and protect the rights of Mortgagee hereunder and, without limiting the foregoing, Mortgagor will pay or reimburse Mortgagee for the payment of any and all taxes, fees or other charges incurred in connection with any such recordation or rerecording, including any documentary stamp tax or tax imposed upon the privilege of having this Mortgage or any instrument issued pursuant hereto recorded.

9. *Insurance.* Subject to the terms of the Lease, Mortgagor will maintain or caused to be maintained insurance in accordance with the requirements of the Loan Agreement.

10. *Eminent Domain.* Mortgagor acknowledges that Condemnation Awards have been assigned to Mortgagee, which awards Mortgagee is hereby irrevocably authorized (subject to the rights of the holders of any interest superior and/or senior to the right, title and/or interest in and to the lease) to collect and receive, and to give appropriate receipts and acquittances therefor, and at Mortgagee's option, to apply the same toward the payment of the amount owing on account of the indebtedness hereby secured in such order of application as Mortgagee may elect and whether or not the same may then be due and payable or otherwise adequately secured, and Mortgagor covenants and agrees that Mortgagor will give Mortgagee prompt notice of the actual or threatened commencement of any proceedings under condemnation or eminent domain affecting all or any part of the Mortgaged Premises including any easement therein or appurtenance thereof or severance and consequential damage and change in grade of streets, and will deliver to Mortgagee copies of any and all papers served in connection with any such proceedings. Mortgagor further covenants and agrees to make, execute and deliver to Mortgagee, at any time or times upon request, free, clear and discharged of any encumbrances of any kind whatsoever other than Permitted Exceptions, any and all further assignments and/or instruments deemed necessary by Mortgagee for the purpose of validly and sufficiently assigning all awards and other compensation heretofore and hereafter to be made to Mortgagor for any taking, either permanent or temporary, under any such proceeding.

11. *Repair, Waste, Etc.* Except as otherwise provided in the Loan Agreement, Mortgagor agrees that no building or other improvement on the Mortgaged Premises and constituting a part thereof shall be altered, removed or demolished nor shall any fixtures or appliances on, in or about said buildings or improvements be severed, removed, sold or mortgaged, without the consent of Mortgagee and in the event of the demolition or destruction in whole or in part of any of the fixtures, chattels or articles of personal property covered hereby, Mortgagor covenants that the same will be replaced promptly by similar fixtures, chattels and articles of personal property at least equal in quality and condition to those replaced, free from any security interest in or encumbrance thereon or reservation of title thereto other than Permitted Exceptions; to permit, commit or suffer no waste, impairment or deterioration of the Mortgaged Premises or any part thereof; to keep and maintain said Mortgaged Premises and every part thereof in good and first class repair and condition; to effect such repairs as Mortgagee

may reasonably require and from time to time to make all needful and proper replacements and additions so that said buildings, fixtures, machinery and appurtenances will, at all times, be in good and first class condition, fit and proper for the respective purposes for which they were originally erected or installed; to comply with all statutes, orders, requirements or decrees relating to the Mortgaged Premises by any federal, state or municipal authority; to observe and comply with all conditions and requirements necessary to preserve and extend any and all rights, licenses, permits (including, but not limited to, zoning variances, special exceptions and non-conforming uses), privileges, franchises and concessions which are applicable to the Mortgaged Premises or which have been granted to or contracted for by Mortgagor in connection with any existing or presently contemplated use of the Mortgaged Premises or any part thereof and not to initiate or acquiesce in any changes to or terminations of any of the foregoing or of zoning classifications affecting the use to which the Mortgaged Premises or any part thereof may be put without the prior written consent of Mortgagee; and to make no material alterations in or improvements or additions to the Mortgaged Premises except as required by governmental authority or as permitted by Mortgagee.

12. *Liens and Encumbrances.* Mortgagor will not, without the prior written consent of Mortgagee, directly or indirectly, create or suffer to be created or to remain and will discharge or promptly cause to be discharged any mortgage, lien, encumbrance or charge on, pledge of, or conditional sale or other title retention agreement with respect to, the Mortgaged Premises or any part thereof, whether superior or subordinate to the lien hereof, except for this Mortgage and the Permitted Exceptions.

13. *Right of Mortgagee to Perform Mortgagor's Covenants, Etc.* If Mortgagor shall fail to make any payment or perform any act required to be made or performed hereunder, Mortgagee, without waiving or releasing any obligation or default, may (but shall be under no obligation to) at any time thereafter make such payment or perform such act for the account and at the expense of Mortgagor, and may enter upon the Mortgaged Premises or any part thereof for such purpose and take all such action thereon as, in the reasonable opinion of Mortgagee, may be necessary or appropriate therefor. All reasonable sums so paid by Mortgagee and all reasonable costs and expenses (including without limitation attorneys' fees and expenses) so incurred, together with interest thereon from the date of payment or incurrence, shall constitute so much additional indebtedness hereby secured and shall be paid by Mortgagor to Mortgagee on demand. Mortgagee in making any payment authorized under this Section relating to taxes or assessments may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax assessment, sale, forfeiture, tax lien or title or claim thereof.

14. *After-Acquired Property.* Any and all property hereafter acquired which is of the kind or nature herein provided, or intended to be and become subject to the lien hereof, shall *ipso facto*, and without any further conveyance, assignment or act on the part of Mortgagor, become and be subject to the lien of this Mortgage as fully and completely as though specifically described herein; but nevertheless Mortgagor shall from time to time, if requested by Mortgagee, execute and deliver any and all such further assurances, conveyances and assignments as Mortgagee may reasonably require for the purpose of expressly and specifically subjecting to the lien of this Mortgage all such property.

15. *Inspection by Mortgagee.* Mortgagee and any participant in the indebtedness hereby secured shall have the right to inspect the Mortgaged Premises at all reasonable times, and access thereto shall be permitted for that purpose.

16. *Financial Reports.* Mortgagor will furnish Mortgagee with the financial information required pursuant to Section 3.3 of the Loan Agreement.

17. *Subrogation.* Mortgagor acknowledges and agrees that Mortgagee shall be subrogated to any lien discharged out of the proceeds of the loan evidenced by the Note or out of any advance by Mortgagee hereunder or under the Loan Agreement, irrespective of whether or not any such lien may have been released of record.

18. *Events of Default.* Any one or more of the following shall constitute an "Event of Default" hereunder:

(a) failure to pay interest on or principal of the Note within three (3) Business Days of the date when due (whether by demand, lapse of time, acceleration, or otherwise) or of any other indebtedness hereby secured; or

(b) default in the observance or compliance with any terms or provisions of this Mortgage or the Note or of any separate assignment of leases and/or rents securing the Note or of any other instrument or document securing the Note or relating thereto which is not remedied within thirty (30) days after written notice thereof to the Mortgagor by the Mortgagee or, if such default is incapable of being cured within such thirty (30) day period, the Mortgagor shall have failed to undertake within such period, or shall have failed to diligently carry forward all steps which are necessary or desirable to remedy such condition; or

(c) any representation or warranty made by Mortgagor herein or in any separate assignment of leases and/or rents securing the Note or in any other instrument or document securing the Note or relating thereto or in any statement or certificate furnished by it pursuant hereto or thereto proves to be untrue in any material respect as of the date of issuance or making thereof and shall not be made good within thirty (30) days after notice thereof to Mortgagee by Mortgagee; or

(d) the Mortgaged Premises or any part thereof shall be sold, transferred, or conveyed, whether voluntarily or involuntarily, by operation of law, except for sales of obsolete, worn out or unusable fixtures or personal property which are promptly replaced with similar fixtures or personal property at least equal in quality and condition to those sold and owned by Mortgagor free of any lien, charge or encumbrance other than the lien hereof and the Permitted Exceptions; or

(e) Any Default or Event of Default (as defined in the Loan Agreement) occurs under the Loan Agreement; or

(f) the Lease is cancelled, terminated, modified or amended in any respect without the prior written consent of the Mortgagee.

19. *Remedies.* When any Event of Default has happened and is continuing (regardless of the pendency of any proceeding which has or might have the effect of preventing Mortgagor from complying with the terms of this instrument and of the adequacy of the security for the Note) and in addition to such other rights as may be available under applicable law or under the Loan Agreement, but subject at all times to any mandatory legal requirements:

(a) *Acceleration.* Mortgagee may, by written notice to Mortgagor, declare the Note and all unpaid indebtedness hereby secured, including any interest then accrued thereon, to be forthwith due and payable, whereupon the same shall become and be forthwith due and payable, without other notice or demand of any kind.

(b) *Uniform Commercial Code.* Subject to the rights of the holders of liens senior and/or superior to the lien of this Mortgage, Mortgagee shall, with respect to any part of the Mortgaged Premises constituting property of the type in respect of which realization on a lien or security interest therein is governed by the Uniform Commercial Code, have all the rights, options and remedies of a secured party under the Uniform Commercial Code of Indiana, including without limitation, the right to the possession of any such property, or any part thereof, and the right to enter without legal process any premises where any such property may be found. Any requirement of said Uniform Commercial Code for reasonable notification shall be met by mailing written notice to Mortgagor at its address above set forth at least ten (10) days prior to the sale or other event for which such notice is required. The costs and expenses of retaking, selling, and otherwise disposing of said property, including attorneys' fees and legal expenses incurred in connection therewith, shall constitute so much additional indebtedness hereby secured and shall be payable upon demand with interest at the Default Rate.

(c) *Foreclosure.* Mortgagee may proceed to protect and enforce the rights of Mortgagee hereunder (i) by any action at law, suit in equity or other appropriate proceedings, whether for the specific performance of any agreement contained herein, or for an injunction against the violation of any of the terms hereof, or in aid of the exercise of any power granted hereby or by law, or (ii) by the foreclosure of this Mortgage.

(d) *Appointment of Receiver.* Subject to the rights of the holders of liens senior and/or superior to the lien of this Mortgage, Mortgagee shall, as a matter of right, without notice and without giving bond to Mortgagor or anyone claiming by, under or through it, and without regard to the solvency or insolvency of Mortgagor or the then value of the Mortgaged Premises, be entitled to have a receiver appointed of all or any part of the Mortgaged Premises and the rents, issues and profits thereof, with such power as the court making such appointment shall confer, and Mortgagor hereby consents to the appointment of such receiver and shall not oppose any such appointment. Any such receiver may, to the extent permitted under applicable law, without notice, enter upon and take possession of the Mortgaged Premises or any part thereof by force, summary proceedings, ejectment or otherwise, and may remove Mortgagor or other persons and

any and all property therefrom, and may hold, operate and manage the same and receive all earnings, income, rents, issues and proceeds accruing with respect thereto or any part thereof, whether during the pendency of any foreclosure or until any right of redemption shall expire or otherwise.

(e) *Taking Possession, Collecting Rents, Etc.* Subject to the rights of the holders of liens senior and/or superior to the lien of this Mortgage, without limiting any legal rights of Mortgagee as the absolute assignee of the rents, issues and profits of the Mortgaged Premises and in furtherance thereof, upon the occurrence of an Event of Default, Mortgagee may enter and take possession of the Mortgaged Premises or any part thereof and manage, operate, insure, repair and improve the same and take any action which, in Mortgagee's judgment, is necessary or proper to conserve the value of the Mortgaged Premises. Mortgagee may also take possession of, and for these purposes use, any and all personal property contained in the Mortgaged Premises and used in the operation, rental or leasing thereof or any part thereof. Mortgagee shall be entitled to collect and receive all earnings, revenues, rents, issues and profits of the Mortgaged Premises or any part thereof (and for such purpose Mortgagor does hereby irrevocably constitute and appoint Mortgagee its true and lawful attorney-in-fact for it and in its name, place and stead to receive, collect and receipt for all of the foregoing, Mortgagor irrevocably acknowledging that any payment made to Mortgagee hereunder shall be a good receipt and acquittance against Mortgagor to the extent so made) and to apply same to the reduction of the indebtedness hereby secured. The right to enter and take possession of the Mortgaged Premises and use any personal property therein, to manage, operate and conserve the same, and to collect the rents, issues and profits thereof, shall be in addition to all other rights or remedies of Mortgagee hereunder or afforded by law, and may be exercised concurrently therewith or independently thereof. The expenses (including any receiver's fees, counsels' fees, costs and agent's compensation) incurred pursuant to the powers herein contained shall be so much additional indebtedness hereby secured which Mortgagor promises to pay upon demand together with interest at the Default Rate. Mortgagee shall not be liable to account to Mortgagor for any action taken pursuant hereto other than to account for any rents actually received by Mortgagee. Without taking possession of the Mortgaged Premises, Mortgagee may, in the event the Mortgaged Premises becomes vacant or is abandoned, take such steps as it deems appropriate to protect and secure the Mortgaged Premises (including hiring watchmen therefor) and all costs incurred in so doing shall constitute so much additional indebtedness hereby secured payable upon demand with interest thereon at the Default Rate.

20. *Waiver of Right to Redeem From Sale - Waiver of Appraisalment, Valuation, Etc.* Mortgagor shall not and will not apply for or avail itself of any appraisalment, valuation, stay, extension or exemption laws, or any so-called "Moratorium Laws", now existing or hereafter enacted in order to prevent or hinder the enforcement or foreclosure of this Mortgage, but hereby waives the benefit of such laws. Mortgagor for itself and all who may claim through or under it waives any and all right to have the property and estates comprising the Mortgaged Premises marshalled upon any foreclosure of the lien hereof and agrees that any court having jurisdiction to foreclose such lien may order the Mortgaged Premises sold as an entirety. In the event of any

sale made under or by virtue of this Mortgage, the whole of the Mortgaged Premises may be sold in one parcel as an entirety or in separate lots or parcels at the same or different times, all as the Mortgagee may determine. Mortgagee shall have the right to become the purchaser at any sale made under or by virtue of this Mortgage and Mortgagee so purchasing at any such sale shall have the right to be credited upon the amount of the bid made therefor by Mortgagee with the amount payable to Mortgagee out of the net proceeds of such sale. In the event of any such sale, the Note and the other indebtedness hereby secured, if not previously due, shall be and become immediately due and payable without demand or notice of any kind. Mortgagor hereby waives any and all rights of redemption prior to or from sale under any order or decree of foreclosure pursuant to rights herein granted, on behalf of Mortgagor, and each and every person acquiring any interest in, or title to the Mortgaged Premises described herein subsequent to the date of this Mortgage, and on behalf of all other persons to the extent permitted by applicable law.

21. *Costs and Expenses of Foreclosure.* In any suit to foreclose the lien hereof there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for attorneys' fees, appraisers' fees, environmental auditors' fees, outlays for documentary and expert evidence, stenographic charges, publication costs and costs (which may be estimated as the items to be expended after the entry of the decree) of procuring all such abstracts of title, title searches and examination, guarantee policies, Torrens certificates and similar data and assurances with respect to title as Mortgagee may reasonably deem to be necessary either to prosecute any foreclosure action or to evidence to the bidder at any sale pursuant thereto the true condition of the title to or the value of the Mortgaged Premises, all of which expenditures shall become so much additional indebtedness hereby secured which Mortgagor agrees to pay and all of such shall be immediately due and payable with interest thereon from the date of expenditure until paid at the Default Rate.

22. *Application of Proceeds.* The proceeds of any foreclosure sale of the Mortgaged Premises or of any sale of property pursuant to Section 19(b) hereof shall be distributed in the following order of priority: First, on account of all costs and expenses incident to the foreclosure or other proceedings including all such items as are mentioned in Sections 19(b) and 21 hereof; Second, to all other items which under the terms hereof constitute indebtedness hereby secured in addition to that evidenced by the Note with interest thereon as herein provided; Third, to all principal of and interest on the Note with any over plus to whomsoever shall be lawfully entitled to same. If such indebtedness is not at the time due, an amount equal to the amount thereof shall be held by Mortgagee unless and until the same becomes due and then applied to the payment of the same.

23. *Mortgagee's Remedies Cumulative - No Waiver.* No remedy or right of Mortgagee shall be exclusive of but shall be cumulative and in addition to every other remedy or right now or hereafter existing at law or in equity or by statute or otherwise. No delay in the exercise or omission to exercise any remedy or right accruing on any default shall impair any such remedy or right or be construed to be a waiver of any such default or acquiescence therein, nor shall it affect any subsequent default of the same or a different nature. Every such remedy or right may be exercised concurrently or independently, and when and as often as may be deemed expedient by Mortgagee.

24. *Mortgagee Party to Suits.* If Mortgagee shall be made a party to or shall intervene in any action or proceeding affecting the Mortgaged Premises or the title thereto or the interest of Mortgagee under this Mortgage (including probate and bankruptcy proceedings), or if Mortgagee employs an attorney to collect any or all of the indebtedness hereby secured or to enforce any of the terms hereof or realize hereupon or to protect the lien hereof, or if Mortgagee shall incur any costs or expenses in preparation for the commencement of any foreclosure proceedings or for the defense of any threatened suit or proceeding affecting the Mortgaged Premises or the security hereof, whether or not any such foreclosure or other suit or proceeding shall be actually commenced, then in any such case, Mortgagor agrees to pay to Mortgagee, immediately and without demand, all reasonable costs, charges, expenses and attorney's fees incurred by Mortgagee in any such case, and the same shall constitute so much additional indebtedness hereby secured payable upon demand.

25. *Modifications Not to Affect Lien.* Mortgagee, without notice to anyone, and without regard to the consideration, if any, paid therefor, or the presence of other liens on the Mortgaged Premises, may in its discretion release any part of the Mortgaged Premises or any person liable for any of the indebtedness hereby secured, may extend the time of payment of any of the indebtedness hereby secured and may grant waivers or other indulgences with respect hereto and thereto, and may agree with Mortgagor to modifications to the terms and conditions contained herein or otherwise applicable to any of the indebtedness hereby secured (including modifications in the rates of interest applicable thereto), without in any way affecting or impairing the liability of any party liable upon any of the indebtedness hereby secured or the priority of the lien of this Mortgage upon all of the Mortgaged Premises not expressly released, and any party acquiring any direct or indirect interest in the Mortgaged Premises shall take same subject to all of the provisions hereof.

26. *Notices.* Notice hereunder shall be pursuant to Section 8.6 of the Loan Agreement.

27. *Default Rate.* The term "Default Rate" shall have the meaning set forth in the Loan Agreement.

28. *Partial Invalidity.* All rights, powers and remedies provided herein are intended to be limited to the extent necessary so that they will not render this Mortgage invalid, unenforceable or not entitled to be recorded, registered or filed under any applicable law. If any term of this Mortgage shall be held to be invalid, illegal or unenforceable, the validity and enforceability of the other terms of this Mortgage shall in no way be affected thereby.

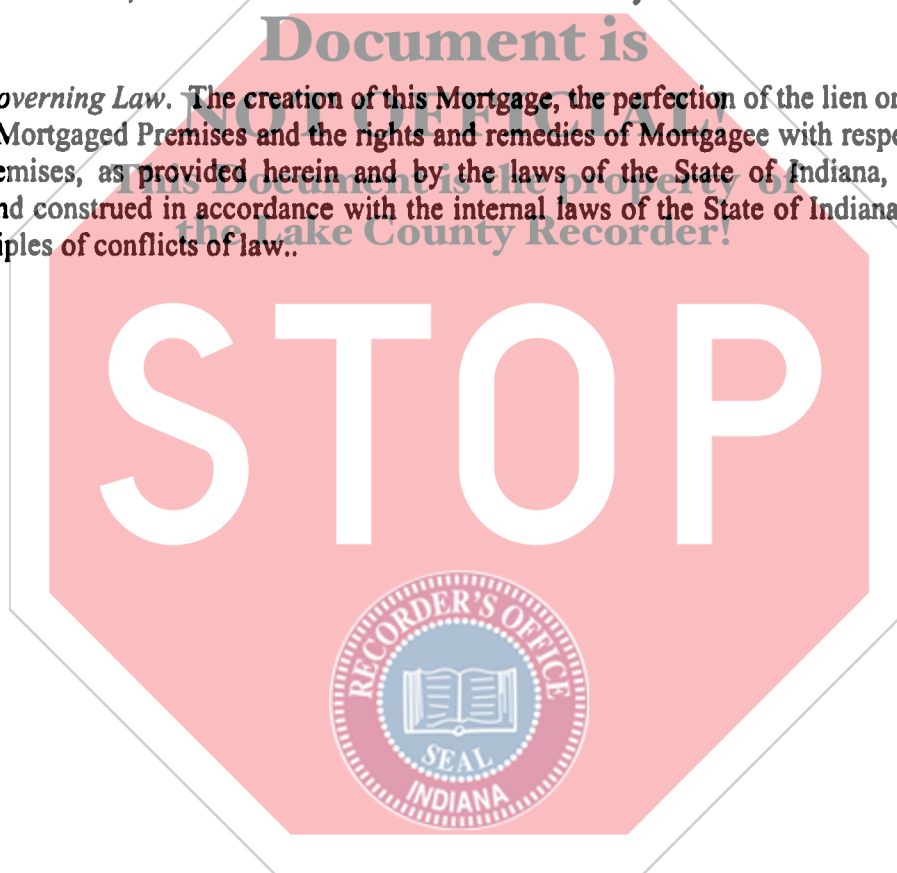
29. *Successors and Assigns.* Whenever any of the parties hereto is referred to, such reference shall be deemed to include the successors and assigns of such party; and all the covenants, promises and agreements in this Mortgage contained by or on behalf of Mortgagor, or by or on behalf of Mortgagee, shall bind and inure to the benefit of the respective successors and assigns of such parties, whether so expressed or not.

30. *Headings.* The headings in this instrument are for convenience of reference only and shall not limit or otherwise affect the meaning of any provision hereof.

31. *Changes, Etc.* This instrument and the provisions hereof may be changed, waived, discharged or terminated only by an instrument in writing signed by the party against which enforcement of the change, waiver, discharge or termination is sought.

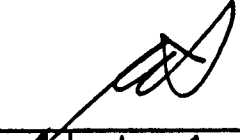
32. *Direct and Primary Security - No Subrogation.* The lien and security interest herein created and provided for stands as direct and primary security for the Note as well as for any of the other indebtedness hereby secured. No application of any sums received by Mortgagee in respect of the Mortgaged Premises or any disposition thereof to the reduction of the indebtedness hereby secured or any part thereof shall in any manner entitle Mortgagor to any right, title or interest in or to the indebtedness hereby secured or any collateral security therefor, whether by subrogation or otherwise, unless and until all indebtedness hereby secured has been fully paid and satisfied.

33. *Governing Law.* The creation of this Mortgage, the perfection of the lien or security interest in the Mortgaged Premises and the rights and remedies of Mortgagee with respect to the Mortgaged Premises, as provided herein and by the laws of the State of Indiana, shall be governed by and construed in accordance with the internal laws of the State of Indiana without regard to principles of conflicts of law.



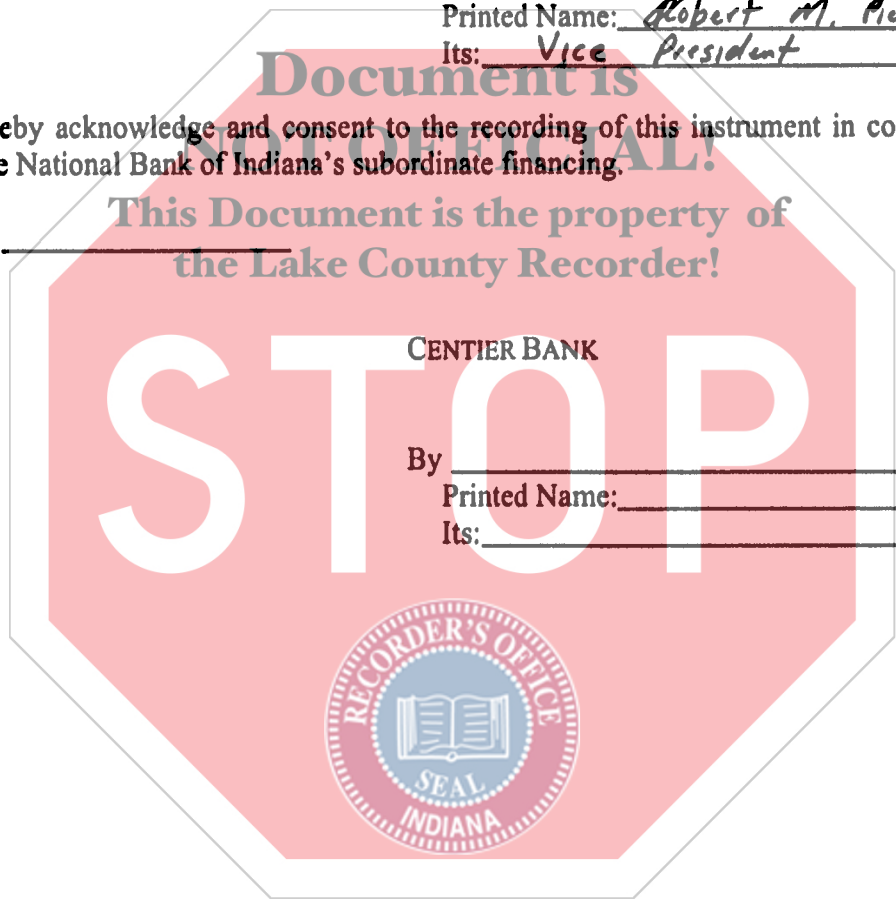
IN WITNESS WHEREOF, Mortgagor has caused these presents to be signed, as of the day and year first above written.

TRUMP INDIANA, INC., a Delaware corporation

By 
Printed Name: Robert M. Pickus
Its: Vice President

We hereby acknowledge and consent to the recording of this instrument in connection with Mercantile National Bank of Indiana's subordinate financing.

Dated: _____



By _____
Printed Name: _____
Its: _____

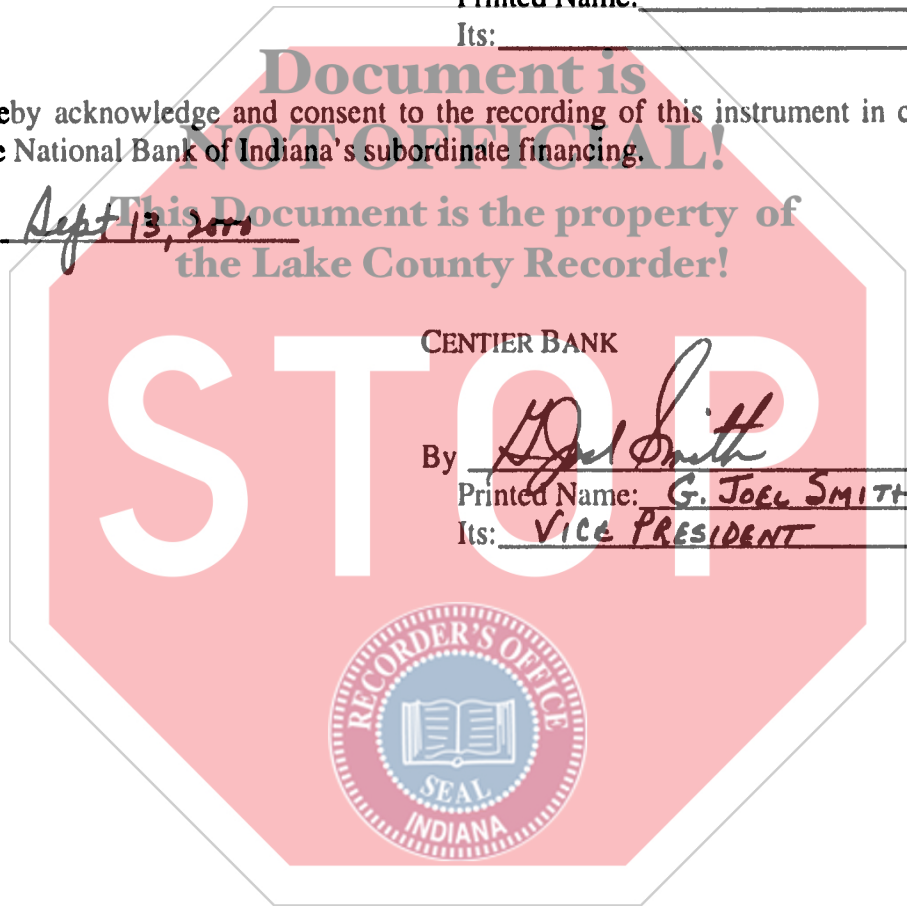
IN WITNESS WHEREOF, Mortgagor has caused these presents to be signed, as of the day and year first above written.

TRUMP INDIANA, INC., a Delaware corporation

By _____
Printed Name: _____
Its: _____

We hereby acknowledge and consent to the recording of this instrument in connection with Mercantile National Bank of Indiana's subordinate financing.

Dated: Sept 13, 2000



CENTIER BANK
By G. Joel Smith
Printed Name: G. JOEL SMITH
Its: VICE PRESIDENT

STATE OF NEW JERSEY)
) SS.
COUNTY OF ATLANTIC)

Before me, this ^{5th} ~~28th~~ day of ^{September} ~~August~~, 2000, personally appeared TRUMP INDIANA, INC., a Delaware corporation, by Robert M. Puckis, its Vice President, and acknowledged the execution of the foregoing instrument.

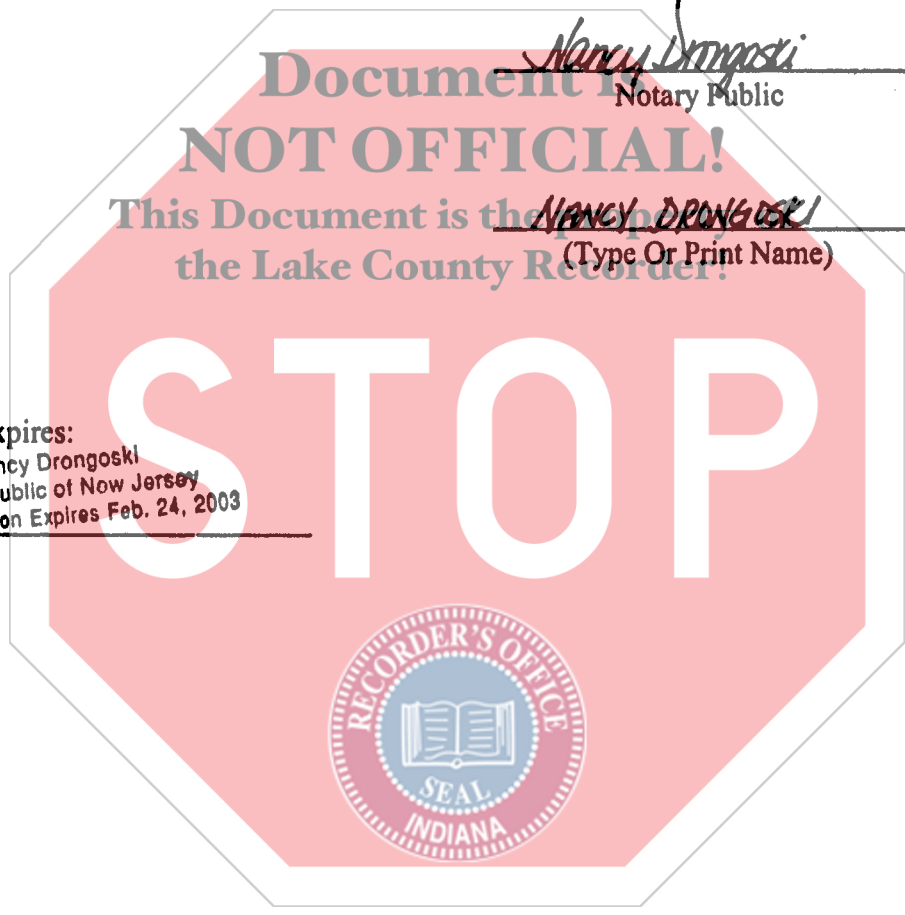
Nancy Drongoski
Notary Public

Document # _____
NOT OFFICIAL!

This Document is the _____
the Lake County Recorder.
NANCY DRONGOSKI
(Type Or Print Name)

(SEAL)

Commission Expires:
Nancy Drongoski
Notary Public of Now Jersey
My Commission Expires Feb. 24, 2003



SCHEDULE I

LEGAL DESCRIPTION

PARCEL ONE ("HOTEL PARCEL"):

A PARCEL OF LAND IN FRACTIONAL SECTION 23, TOWNSHIP THIRTY-SEVEN NORTH, RANGE NINE WEST OF THE SECOND PRINCIPAL MERIDIAN, IN THE CITY OF GARY, LAKE COUNTY INDIANA, (SAID PARCEL CONSISTING OF A PART OF THOSE LANDS CONVEYED TO BUFFINGTON HARBOR RIVERBOATS, L.L.C., AS RECORDED IN LAKE COUNTY DOCUMENT NUMBER 95067683, PARCEL 2, AND IN LAKE COUNTY DOCUMENT 96052358, EXHIBIT A, PARCEL 4), MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID FRACTIONAL SECTION 23, SAID CORNER BEING 2641.10 FEET NORTHERLY OF THE SOUTHWEST CORNER OF SAID SECTION; THENCE NORTH 00 DEGREES 23 MINUTES 05 SECONDS WEST ALONG THE WEST LINE OF SAID SECTION A DISTANCE OF 79.78 FEET TO THE SOUTHWESTERLY CORNER OF SAID PARCEL 2 AS RECORDED IN LAKE COUNTY DOCUMENT 95067683; THENCE CONTINUING NORTH 00 DEGREES 23 MINUTES 05 SECONDS WEST ALONG THE WEST LINE OF SAID PARCEL A DISTANCE OF 108.12 FEET TO THE NORTHWESTERLY CORNER OF SAID PARCEL; THENCE SOUTH 38 DEGREES 53 MINUTES 27 SECONDS EAST ALONG A NORTHEASTERLY LINE OF SAID PARCEL A DISTANCE OF 883.40 FEET TO CORNER OF SAID PARCEL; THENCE SOUTH 47 DEGREES 00 MINUTES 19 SECONDS EAST ALONG A NORTHEASTERLY LINE OF SAID PARCEL A DISTANCE OF 1539.00 FEET TO A CORNER OF SAID PARCEL; THENCE NORTH 43 DEGREES 05 MINUTES 41 SECONDS EAST ALONG A NORTHWESTERLY LINE OF SAID PARCEL A DISTANCE OF 292.90 FEET TO A CORNER OF SAID PARCEL; THENCE SOUTH 54 DEGREES 06 MINUTES 39 SECONDS EAST ALONG A NORTHEASTERLY LINE OF SAID PARCEL A DISTANCE OF 662.68 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION;

- 1) THENCE SOUTH 54 DEGREES 06 MINUTES 39 SECONDS EAST A DISTANCE OF 296.97 FEET;
- 2) THENCE SOUTH 65 DEGREES 25 MINUTES 55 SECONDS EAST A DISTANCE OF 53.53 FEET;
- 3) THENCE SOUTH 70 DEGREES 15 MINUTES 11 SECONDS EAST A DISTANCE OF 56.52 FEET;
- 4) THENCE SOUTH 54 DEGREES 04 MINUTES 20 SECONDS EAST A DISTANCE OF 103.67 FEET;
- 5) THENCE SOUTH 36 DEGREES 56 MINUTES 38 SECONDS EAST A DISTANCE OF 102.87 FEET;
- 6) THENCE SOUTH 54 DEGREES 20 MINUTES 39 SECONDS EAST A DISTANCE OF 79.99 FEET;
- 7) THENCE SOUTH 43 DEGREES 05 MINUTES 41 SECONDS WEST A DISTANCE OF 79.75 FEET;
- 8) THENCE NORTH 46 DEGREES 54 MINUTES 19 SECONDS WEST A DISTANCE OF 34.88 FEET;
- 9) THENCE SOUTH 84 DEGREES 41 MINUTES 11 SECONDS WEST A DISTANCE OF 257.02 FEET;
- 10) THENCE NORTH 55 DEGREES 18 MINUTES 49 SECONDS WEST A DISTANCE OF 227.16 FEET;
- 11) THENCE NORTH 15 DEGREES 18 MINUTES 49 SECONDS WEST A DISTANCE OF 295.96 FEET;
- 12) THENCE NORTH 43 DEGREES 05 MINUTES 02 SECONDS EAST A DISTANCE OF 50.13 FEET TO THE POINT OF BEGINNING.

PARCEL TWO:

NONEXCLUSIVE RIGHTS OF INGRESS AND EGRESS AS CONTAINED IN PARAGRAPHS 2a AND 2b, WHICH INCLUDES THE NONEXCLUSIVE USE OF BUFFINGTON HARBOR DRIVE, A PRIVATE ROADWAY, AND UTILITY ACCESS AS CONTAINED IN PARAGRAPH 2d, AND SUBJECT TO THE PROVISIONS, OF THE LEASE BY AND BETWEEN BUFFINGTON HARBOR RIVERBOATS, L.L.C. AND TRUMP INDIANA REALTY, LLC DATED AS OF AUGUST 29, 1997, WITH RESPECT TO THE LAND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL A:

A PARCEL OF LAND IN FRACTIONAL SECTION TWENTY-THREE, TOWNSHIP THIRTY-SEVEN NORTH RANGE NINE WEST OF THE SECOND PRINCIPAL MERIDIAN, IN THE CITY OF GARY, LAKE COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A CAPPED IRON ROD AT THE SOUTHWEST CORNER OF THE NORTHWEST CORNER OF SAID SECTION 23; THENCE NORTH 00 DEGREES 23 MINUTES 05 SECONDS WEST (SAID BEARING BEING RELATIVE TO THE INDIANA STATE PLANE COORDINATE SYSTEM WEST ZONE SPCS83), 747.8 FEET ALONG THE WEST LINE OF SAID SECTION 23 TO A BRASS PLUG FOUND SET IN CONCRETE AT THE INTERSECTION OF SAID WEST LINE WITH THE NORTHERLY LINE OF BALTIMORE STREET, NOW VACATED (SAID BRASS PLUG ALSO BEING ON THE SOUTHWESTERLY LINE OF A PARCEL OF LAND CONVEYED TO INLAND STEEL COMPANY AS RECORDED IN LAKE COUNTY DEED RECORD 1331, PAGE 121); THENCE SOUTH 47 DEGREES 11 MINUTES 44 SECONDS EAST, 605.00 FEET ALONG THE SOUTHWESTERLY LINE OF SAID PARCEL RECORDED IN LAKE COUNTY DEED RECORD 1331, PAGE 121, TO THE SOUTHERLY CORNER OF SAID PARCEL; THENCE NORTH 41 DEGREES 02 MINUTES 38 SECONDS EAST, 5.41 FEET ALONG THE SOUTHEASTERLY LINE OF SAID PARCEL TO THE POINT OF BEGINNING OF THIS PARCEL;

- 1) THENCE CONTINUING NORTH 41 DEGREES 02 MINUTES 38 SECONDS EAST ALONG SAID SOUTHEASTERLY LINE A DISTANCE OF 120.12 FEET TO THE SHORELINE OF LAKE MICHIGAN;
- 2) THENCE SOUTH 42 DEGREES 15 MINUTES 35 SECONDS EAST, 458.83 FEET ALONG THE SHORELINE OF LAKE MICHIGAN;
- 3) THENCE SOUTH 42 DEGREES 52 MINUTES 12 SECONDS EAST, 415.45 FEET ALONG THE SHORELINE OF LAKE MICHIGAN;
- 4) THENCE SOUTH 53 DEGREES 07 MINUTES 20 SECONDS EAST, 506.52 FEET ALONG THE SHORELINE OF LAKE MICHIGAN;
- 5) THENCE SOUTH 49 DEGREES 07 MINUTES 24 SECONDS EAST, 895.71 FEET ALONG THE SHORELINE OF LAKE MICHIGAN;
- 6) THENCE SOUTH 49 DEGREES 51 MINUTES 19 SECONDS EAST, 368.24 FEET ALONG THE SHORELINE OF LAKE MICHIGAN;
- 7) THENCE SOUTH 55 DEGREES 54 MINUTES 36 SECONDS EAST 370.60 FEET ALONG THE SHORELINE OF LAKE MICHIGAN;
- 8) THENCE SOUTH 57 DEGREES 31 MINUTES 01 SECONDS EAST, 383.77 FEET ALONG THE SHORELINE OF LAKE MICHIGAN;
- 9) THENCE SOUTH 53 DEGREES 36 MINUTES 25 SECONDS EAST, 167.08 FEET ALONG THE SHORELINE OF LAKE MICHIGAN;
- 10) THENCE SOUTH 69 DEGREES 53 MINUTES 42 SECONDS EAST, 106.46 FEET ALONG THE SHORELINE OF LAKE MICHIGAN;
- 11) THENCE NORTH 45 DEGREES 08 MINUTES 11 SECONDS EAST, 116.81 FEET ALONG THE SHORELINE OF LAKE MICHIGAN;
- 12) THENCE NORTH 46 DEGREES 36 MINUTES 45 SECONDS EAST, 32.53 FEET ALONG THE SHORELINE OF LAKE MICHIGAN;

- 13) THENCE NORTH 87 DEGREES 14 MINUTES 21 SECONDS EAST, 97.15 FEET ALONG THE SHORELINE OF LAKE MICHIGAN;
- 14) THENCE NORTH 75 DEGREES 15 MINUTES 11 SECONDS EAST, 67.04 FEET ALONG THE SHORELINE OF LAKE MICHIGAN;
- 15) THENCE NORTH 38 DEGREES 49 MINUTES 54 SECONDS EAST, 114.39 FEET ALONG THE SHORELINE OF LAKE MICHIGAN;
- 16) THENCE NORTH 36 DEGREES 57 MINUTES 12 SECONDS EAST, 78.46 FEET ALONG THE SHORELINE OF LAKE MICHIGAN TO A POINT ON THE NORTHERLY LINE PARCEL OF PATENTED LAND RECORDED IN LAKE COUNTY DEED RECORD 392, PAGE 312;
- 17) THENCE SOUTH 72 DEGREES 29 MINUTES 56 SECONDS EAST, 15.00 FEET ALONG THE NORTHERLY LINE OF SAID PARCEL OF PATENTED LAND;
- 18) THENCE NORTH 35 DEGREES 57 MINUTES 00 SECONDS EAST, 62.00 FEET ALONG THE NORTHWESTERLY LINE OF SAID PARCEL OF PATENTED LAND;
- 19) THENCE SOUTH 54 DEGREES 03 MINUTES 00 SECONDS EAST, 300.00 FEET;
- 20) THENCE SOUTH 35 DEGREES 53 MINUTES 21 SECONDS WEST, 643.99 FEET TO THE SOUTHERLY CORNER OF A PARCEL OF LAND DESCRIBED AS PARCEL 1 IN EXHIBIT A OF LAKE COUNTY DOCUMENT 960052358;
- 21) THENCE NORTH 61 DEGREES 42 MINUTES 24 SECONDS WEST, 68.15 FEET ALONG THE SOUTHERLY LINE OF SAID PARCEL 1;
- 22) THENCE NORTH 54 DEGREES 27 MINUTES 20 SECONDS WEST, 841.61 FEET ALONG THE SOUTHWESTERLY LINE OF SAID PARCEL 1;
- 23) THENCE NORTH 54 DEGREES 06 MINUTES 39 SECONDS WEST, 750.70 FEET ALONG SAID SOUTHWESTERLY LINE;
- 24) THENCE NORTH 48 DEGREES 58 MINUTES 53 SECONDS WEST, 94.82 FEET ALONG SAID SOUTHWESTERLY LINE;
- 25) THENCE NORTH 41 DEGREES 14 MINUTES 35 SECONDS WEST, 101.85 FEET ALONG SAID SOUTHWESTERLY LINE TO THE NORTHEASTERLY RIGHT-OF-WAY LINE OF THE ELGIN, JOLIET & EASTERN RAILWAY COMPANY (FORMERLY THE NORTHEASTERLY RIGHT-OF-WAY LINE OF THE INDIANA HARBOR RAILROAD COMPANY) AS RECORDED IN LAKE COUNTY DEED RECORD 117, PAGE 10;
- 26) THENCE NORTH 36 DEGREES 39 MINUTES 22 SECONDS WEST, 89.09 FEET;
- 27) THENCE NORTH 37 DEGREES 14 MINUTES 22 SECONDS WEST, 74.04 FEET;
- 28) THENCE NORTH 38 DEGREES 37 MINUTES 10 SECONDS WEST, 55.79 FEET;
- 29) THENCE NORTH 39 DEGREES 07 MINUTES 28 SECONDS WEST, 151.92 FEET;
- 30) THENCE NORTH 49 DEGREES 07 MINUTES 24 SECONDS WEST, 539.65 FEET;
- 31) THENCE NORTH 53 DEGREES 07 MINUTES 20 SECONDS WEST, 635.86 FEET;

- 32) THENCE NORTH 51 DEGREES 18 MINUTES 41 SECONDS WEST, 177.77 FEET;
- 33) THENCE NORTH 49 DEGREES 21 MINUTES 02 SECONDS WEST, 562.28 FEET TO THE POINT OF BEGINNING.

PARCEL B:

A PARCEL OF LAND IN THE SOUTH HALF OF FRACTIONAL SECTION TWENTY-THREE, AND THE NORTH HALF OF SECTION TWENTY-SIX, TOWNSHIP THIRTY-SEVEN NORTH, RANGE NINE WEST OF THE SECOND PRINCIPAL MERIDIAN, IN THE CITY OF GARY, LAKE COUNTY, INDIANA, (SAID PARCEL CONSISTING OF PARCEL 2,3 AND 4, CONVEYED TO BUFFINGTON HARBOR RIVERBOATS L.L.C. AS RECORDED IN EXHIBIT A OF LAKE COUNTY DOCUMENT 96052358, AND ALSO A PART OF PARCEL 2 CONVEYED TO BUFFINGTON HARBOR RIVERBOATS L.L.C. AS RECORDED IN LAKE COUNTY DOCUMENT 95067683) MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A CAPPED IRON ROD AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 23; THENCE NORTH 00 DEGREES 23 MINUTES 05 SECONDS WEST (SAID BEARING BEING RELATIVE TO THE NAD83 INDIANA STATE PLANE COORDINATE SYSTEM, WEST ZONE) ALONG THE WEST LINE OF SAID SECTION 23 A DISTANCE OF 79.78 FEET TO THE SOUTHWESTERLY CORNER OF SAID PARCEL 2 RECORDED IN SAID LAKE COUNTY DOCUMENT 95067683; THENCE SOUTH 32 DEGREES 06 MINUTES 05 SECONDS EAST ALONG THE SOUTHWESTERLY LINE OF SAID PARCEL 2 A DISTANCE OF 1079.86 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION;

- 1) THENCE NORTH 43 DEGREES 05 MINUTES 41 SECONDS EAST A DISTANCE OF 441.63 FEET TO THE NORTHERLY CORNER OF PARCEL 2 AS RECORDED IN EXHIBIT A OF LAKE COUNTY DOCUMENT 96052358;
- 2) THENCE SOUTH 50 DEGREES 40 MINUTES 01 SECONDS EAST ALONG THE NORTHEASTERLY LINE OF SAID PARCEL 2 A DISTANCE OF 1298.16 FEET TO THE EASTERLY CORNER OF SAID PARCEL 2;
- 3) THENCE NORTH 43 DEGREES 05 MINUTES 41 SECONDS EAST ALONG THE NORTHWESTERLY LINE OF PARCEL 4 AS RECORDED IN EXHIBIT A OF LAKE COUNTY DOCUMENT 96052358 A DISTANCE OF 119.79 FEET TO THE NORTHERLY CORNER OF PARCEL 4;
- 4) THENCE SOUTH 54 DEGREES 06 MINUTES 39 SECONDS EAST ALONG THE NORTHEASTERLY LINE OF SAID PARCEL 4 A DISTANCE OF 1959.64 FEET TO THE EASTERLY CORNER OF SAID PARCEL 4;
- 5) THENCE SOUTH 35 DEGREE 33 MINUTES 21 SECONDS WEST ALONG THE SOUTHEASTERLY LINE OF SAID PARCEL 4 A DISTANCE OF 118.84 FEET TO THE SOUTHERLY CORNER OF SAID PARCEL 4;
- 6) THENCE NORTH 54 DEGREES 06 MINUTES 39 WEST ALONG THE SOUTHWESTERLY LINE OF SAID PARCEL 4 A DISTANCE OF 388.70 FEET TO THE EASTERLY CORNER OF PARCEL 2 AS RECORDED I LAKE COUNTY DOCUMENT 95067683;
- 7) THENCE SOUTH 36 DEGREES 00 MINUTES 21 SECONDS WEST ALONG THE SOUTHEASTERLY LINE OF SAID PARCEL 2 A DISTANCE OF 185.08 FEET;
- 8) THENCE SOUTH 30 DEGREES 46 MINUTES 03 SECONDS WEST ALONG SAID SOUTHEASTERLY LINE A DISTANCE OF 203.32 FEET;

- 9) THENCE SOUTH 34 DEGREES 13 MINUTES 33 SECONDS WEST ALONG SAID SOUTHEASTERLY LINE A DISTANCE OF 186.02 FEET;
- 10) THENCE SOUTH 36 DEGREES 30 MINUTES 36 SECONDS WEST ALONG SAID SOUTHEASTERLY LINE A DISTANCE OF 207.34 FEET;
- 11) THENCE SOUTH 43 DEGREES 27 MINUTES 47 SECONDS WEST ALONG SAID SOUTHEASTERLY LINE A DISTANCE OF 102.53 FEET TO THE SOUTHERLY CORNER OF SAID PARCEL 2;
- 12) THENCE SOUTH 46 DEGREES 54 MINUTES 19 SECONDS EAST ALONG THE NORTHEASTERLY LINE OF PARCEL 3 AS RECORDED IN EXHIBIT A OF LAKE COUNTY DOCUMENT 96052358 A DISTANCE OF 42.00 FEET TO THE EASTERLY CORNER OF SAID PARCEL 3;
- 13) THENCE SOUTH 43 DEGREES 05 MINUTES 41 SECONDS WEST ALONG THE SOUTHEASTERLY LINE OF SAID PARCEL 3 A DISTANCE OF 67.20 FEET TO THE SOUTHERLY CORNER OF SAID PARCEL 3;
- 14) THENCE 2302.46 FEET ALONG THE ARC OF A NONTANGENT CURVE ON THE SOUTHWESTERLY LINE OF SAID PARCEL 3, SAID ARC BEING CONVEX TO THE SOUTHWEST, WITH A RADIUS OF 17108.80 FEET, AND SUBTENDED BY A LONG CHORD WHICH BEARS NORTH 44 DEGREES 08 MINUTES 16 SECONDS WEST, 2300.72 FEET;
- 15) THENCE NORTH 40 DEGREES 16 MINUTES 57 SECONDS WEST ALONG THE SOUTHWESTERLY LINE OF SAID PARCEL 3 A DISTANCE OF 735.71 FEET TO THE WESTERLY CORNER OF SAID PARCEL 3;
- 16) THENCE NORTH 43 DEGREES 05 MINUTES 41 SECONDS EAST ALONG THE NORTHWESTERLY LINE OF SAID PARCEL A DISTANCE OF 20.13 FEET TO THE POINT OF BEGINNING.

PARCEL C:

A PARCEL OF LAND IN THE SOUTHWEST QUARTER OF FRACTIONAL SECTION TWENTY-THREE AND THE NORTH HALF OF SECTION TWENTY-SIX, TOWNSHIP THIRTY-SEVEN NORTH, RANGE NINE WEST OF THE SECOND PRINCIPAL MERIDIAN, IN THE CITY OF GARY, LAKE COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A BRASS PLUG FOUND IN THE CONCRETE PAVEMENT AT THE SOUTHWEST CORNER OF SAID SECTION 23; THENCE NORTH 00 DEGREES 23 MINUTES 05 SECONDS WEST (SAID BEARING BEING RELATIVE TO THE INDIANA STATE PLANE COORDINATE SYSTEM WEST ZONE SPCS83), 1080.24 FEET ALONG THE WEST LINE OF SAID SECTION 23 TO THE INTERSECTION OF SAID WEST LINE WITH THE NORTHEASTERLY LINE OF THE FORMER 100 FOOT WIDE RIGHT-OF-WAY OF THE PITTSBURGH, FORT WAYNE AND CHICAGO RAILROAD AS RECORDED IN LAKE COUNTY DEED BOOK "S", PAGE 98; THENCE SOUTH 46 DEGREES 51 MINUTES 40 SECONDS EAST, 1086.05 FEET ALONG SAID NORTHEASTERLY LINE TO A CAPPED IRON ROD ON THE EASTERLY RIGHT-OF-WAY LINE OF INDIANA STATE HIGHWAY 912, SAID ROD BEING THE POINT OF BEGINNING OF THIS PARCEL;

- 1) THENCE NORTH 83 DEGREES 12 MINUTES 11 SECONDS EAST, 77.72 FEET ALONG THE EASTERLY RIGHT-OF-WAY LINE OF INDIANA STATE HIGHWAY 912;
- 2) THENCE SOUTH 46 DEGREES 50 MINUTES 07 SECONDS EAST, 200 FEET ALONG SAID EASTERLY RIGHT-OF-WAY LINE;

- 3) THENCE NORTH 43 DEGREES 09 MINUTES 53 SECONDS EAST, 120.00 FEET ALONG SAID RIGHT-OF-WAY LINE;
- 4) THENCE NORTH 46 DEGREES 50 MINUTES 07 SECONDS WEST, 200.00 FEET ALONG SAID RIGHT-OF-WAY LINE;
- 5) THENCE NORTH 16 DEGREES 35 MINUTES 59 SECONDS EAST, 67.08 FEET ALONG SAID RIGHT-OF-WAY LINE;
- 6) THENCE NORTH 05 DEGREES 12 MINUTES 06 SECONDS WEST, 60.21 FEET ALONG SAID RIGHT-OF-WAY LINE;
- 7) THENCE NORTH 44 DEGREES 13 MINUTES 24 SECONDS WEST, 95.82 FEET ALONG SAID RIGHT-OF-WAY LINE;
- 8) THENCE NORTH 62 DEGREES 47 MINUTES 45 SECONDS WEST, 369.06 FEET ALONG SAID RIGHT-OF-WAY LINE;
- 9) THENCE NORTH 23 DEGREES 33 MINUTES 52 SECONDS WEST, 77.39 FEET ALONG SAID RIGHT-OF-WAY LINE;
- 10) THENCE SOUTH 73 DEGREES 48 MINUTES 08 SECONDS WEST, 45.00 FEET ALONG SAID RIGHT-OF-WAY LINE;
- 11) THENCE NORTH 20 DEGREES 35 MINUTES 48 SECONDS WEST, 65.19 FEET ALONG SAID RIGHT-OF-WAY LINE;
- 12) THENCE NORTH 08 DEGREES 04 MINUTES 04 SECONDS WEST, 35.36 FEET ALONG SAID RIGHT-OF-WAY LINE;
- 13) THENCE NORTH 02 DEGREES 09 MINUTES 42 SECONDS WEST, 103.08 FEET ALONG SAID RIGHT-OF-WAY LINE;
- 14) THENCE NORTH 10 DEGREES 29 MINUTES 27 SECONDS WEST, 150.82 FEET ALONG SAID RIGHT-OF-WAY LINE;
- 15) THENCE NORTH 20 DEGREES 33 MINUTES 10 SECONDS WEST, 177.09 FEET ALONG SAID RIGHT-OF-WAY LINE TO A CAPPED IRON ROD ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE 100 FOOT WIDE CSX RAILROAD (FORMERLY THE B&O RAILROAD) AS RECORDED IN LAKE COUNTY DEED RECORD 221, PAGE 4;
- 16) THENCE SOUTH 46 DEGREES 50 MINUTES 30 SECONDS EAST, 2506.60 FEET ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE TO A CAPPED IRON ROD AT A POINT OF TANGENT CURVE;
- 17) THENCE 894.80 FEET ALONG AN ARC ON SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, SAID ARC BEING CONVEX TO THE SOUTHWEST WITH A RADIUS OF 17238.80 FEET, AND SUBTENDED BY A LONG CHORD WHICH BEARS SOUTH 48 DEGREES 19 MINUTES 43 SECONDS EAST, 894.70 FEET, TO A CAPPED IRON ROD;
- 18) THENCE SOUTH 42 DEGREES 37 MINUTES 00 SECONDS WEST, 488.01 FEET ALONG THE SOUTHEASTERLY LINE OF A PARCEL CONVEYED TO UNIVERSAL PORTLAND CEMENT COMPANY AS RECORDED IN LAKE COUNTY DEED RECORD 324, PAGE 559, AND THE SOUTHEASTERLY LINE OF A PARCEL CONVEYED TO UNIVERSAL ATLAS CEMENT COMPANY AS RECORDED IN LAKE COUNTY DEED RECORD 658, PAGE 271, PARCEL III, TO A CAPPED IRON ROD ON THE

NORTHEASTERLY LINE OF THE FORMER 100 FOOT WIDE RIGHT-OF-WAY OF THE PITTSBURGH, FORT WAYNE AND CHICAGO RAILROAD AS RECORDED IN LAKE COUNTY DEED BOOK "S", PAGE 98;

19) THENCE NORTH 46 DEGREES 51 MINUTES 40 SECONDS WEST, 2396.48 FEET ALONG SAID NORTHEASTERLY LINE TO THE POINT OF BEGINNING.

PARCEL D:

A PARCEL OF LAND AS DEMISED IN THE LEASEHOLD ESTATE CREATED BY A CERTAIN LEASE DATED JUNE 30, 1995, A MEMORANDUM OF WHICH WAS RECORDED JULY 7, 1995, AS DOCUMENT NUMBER 95038228, MADE BY LEHIGH PORTLAND CEMENT COMPANY, AS LESSOR, AND TRUMP INDIANA, INC., AS LESSEE, SAID LAND DESCRIBED AS FOLLOWS:

A PARCEL OF LAND IN THE SOUTHEAST QUARTER OF FRACTIONAL SECTION TWENTY-THREE, TOWNSHIP THIRTY-SEVEN NORTH, RANGE NINE, WEST OF THE SECOND PRINCIPAL MERIDIAN, IN THE CITY OF GARY, LAKE COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A CAPPED IRON ROD AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 23; THENCE NORTH 00 DEGREES 23 MINUTES 05 SECONDS WEST (SAID BEARING BEING RELATIVE TO THE INDIANA STATE PLANE COORDINATE SYSTEM WEST ZONE SPCS83), 492.62 FEET ALONG THE WEST LINE OF SAID SECTION 23 TO A CAPPED IRON ROD ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF THE ELGIN, JOLIET & EASTERN RAILWAY COMPANY (FORMERLY THE NORTHEASTERLY RIGHT-OF-WAY LINE OF THE INDIANA HARBOR RAILROAD COMPANY) AS RECORDED IN LAKE COUNTY DEED RECORD 117, PAGE 10; THENCE SOUTH 46 DEGREES 59 MINUTES 40 SECONDS EAST, 228.30 FEET ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE TO A CAPPED IRON ROD AT A POINT OF TANGENT CURVE; THENCE 1404.64 FEET ALONG AN ARC ON SAID NORTHEASTERLY RIGHT-OF-WAY LINE, SAID ARC BEING CONVEX TO THE SOUTHWEST, WITH A RADIUS OF 11,309.20 FEET, AND SUBTENDED BY A LONG CHORD WHICH BEARS SOUTH 50 DEGREES 33 MINUTES 09 SECONDS EAST, 1403.74 FEET, TO A CAPPED IRON ROD; THENCE SOUTH 54 DEGREES 06 MINUTES 39 SECONDS EAST, 2971.64 FEET ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE TO A CAPPED IRON ROD AT THE POINT OF BEGINNING OF THIS PARCEL;

1) THENCE NORTH 35 DEGREES 53 MINUTES 21 SECONDS EAST, 626.90 FEET TO A POINT 100 FEET DISTANT BY RIGHT ANGLE MEASUREMENT FROM THE NORTHEASTERLY LINE OF A PARCEL OF PATENTED LAND RECORDED IN LAKE COUNTY DEED RECORD 473, PAGE 29;

2) THENCE NORTH 54 DEGREES 03 MINUTES 00 SECONDS WEST, 300 FEET PARALLEL WITH SAID NORTHEASTERLY LINE TO A POINT ON THE NORTHWESTERLY LINE OF A PARCEL OF PATENTED LAND RECORDED IN LAKE COUNTY DEED RECORD 392, PAGE 312;

3) THENCE NORTH 35 DEGREES 57 MINUTES 00 SECONDS EAST, 100 FEET ALONG THE NORTHWESTERLY LINES OF THE TWO AFOREMENTIONED PARCELS OF PATENTED LAND TO THE NORTHWEST CORNER OF SAID PARCEL RECORDED IN LAKE COUNTY DEED RECORD 473, PAGE 29;

4) THENCE SOUTH 54 DEGREES 03 MINUTES 00 SECONDS EAST, 700 FEET ALONG THE NORTHEASTERLY LINE OF SAID PARCEL RECORDED IN LAKE COUNTY DEED RECORD 473, PAGE 29;

5) THENCE SOUTH 35 DEGREES 53 MINUTES 21 SECONDS WEST, 726.47 FEET TO A CAPPED IRON ROD ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF THE ELGIN, JOLIET & EASTERN RAILWAY COMPANY AS RECORDED IN LAKE COUNTY DEED RECORD 117, PAGE 10;

6) THENCE NORTH 54 DEGREES 06 MINUTES 39 SECONDS WEST, 400.11 FEET ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING.

PARCEL E:

A PARCEL OF LAND AS DEMISED IN THE LEASEHOLD ESTATE CREATED BY A CERTAIN LEASE DATED JUNE 30, 1995, A MEMORANDUM OF WHICH WAS RECORDED JULY 7, 1995, AS DOCUMENT NUMBER 95038228, MADE BY LEHIGH PORTLAND CEMENT COMPANY, AS LESSOR, AND TRUMP INDIANA, INC., AS LESSEE, SAID LAND DESCRIBED AS FOLLOWS:

A PARCEL OF LAND IN THE SOUTHEAST QUARTER OF FRACTIONAL SECTION TWENTY-THREE, TOWNSHIP THIRTY-SEVEN NORTH, RANGE NINE, WEST OF THE SECOND PRINCIPAL MERIDIAN, IN THE CITY OF GARY, LAKE COUNTY, INDIANA, SAID PARCEL CONSISTING OF A PART OF THE SECOND PARCEL DESCRIBED IN LAKE COUNTY DEED RECORD 308, PAGE 22, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A CAPPED IRON ROD AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 23; THENCE NORTH 00 DEGREES 23 MINUTES 05 SECONDS WEST (SAID BEARING BEING RELATIVE TO THE INDIANA STATE PLANE COORDINATE SYSTEM WEST ZONE SPCS83), 187.90 FEET TO A CAPPED IRON ROD AT THE NORTH CORNER OF THE FIRST PARCEL DESCRIBED IN LAKE COUNTY DEED RECORD 208, PAGE 22; THENCE SOUTH 38 DEGREES 53 MINUTES 27 SECONDS EAST, 883.40 FEET ALONG THE NORTHEASTERLY LINE OF SAID FIRST PARCEL TO A CAPPED IRON ROD; THENCE SOUTH 47 DEGREES 00 MINUTES 19 SECONDS EAST, 1539.00 FEET ALONG SAID NORTHEASTERLY LINE TO A CAPPED IRON ROD ON THE NORTHWESTERLY LINE OF A 33 ACRE PARCEL DESCRIBED IN LAKE COUNTY DEED RECORD 308, PAGE 22; THENCE NORTH 43 DEGREES 05 MINUTES 41 SECONDS EAST 292.90 FEET ALONG SAID NORTHWESTERLY LINE TO A CAPPED IRON ROD AT THE NORTHWEST CORNER OF SAID 33 ACRE PARCEL; THENCE SOUTH 54 DEGREES 06 MINUTES 39 SECONDS EAST, 1585.97 FEET ALONG THE NORTHEASTERLY LINE OF SAID 33 ACRE PARCEL AND THE NORTHEASTERLY LINE OF THE SECOND PARCEL DESCRIBED IN LAKE COUNTY DEED RECORD 308, PAGE 22, TO A CAPPED IRON ROD AT THE POINT OF BEGINNING OF THIS PARCEL;

- 1) THENCE SOUTH 54 DEGREES 06 MINUTES 39 SECONDS EAST, 350.18 FEET ALONG THE NORTHEASTERLY LINE OF SAID SECOND PARCEL TO TA CAPPED IRON ROD;
- 2) THENCE SOUTH 36 DEGREES 00 MINUTES 21 SECONDS WEST, 197.49 FEET;
- 3) THENCE NORTH 54 DEGREES 15 MINUTES 17 SECONDS WEST, 348.97 FEET;
- 4) THENCE NORTH 30 DEGREES 46 MINUTES 03 SECONDS EAST, 13.34 FEET;
- 5) THENCE NORTH 36 DEGREES 00 MINUTES 21 SECONDS EAST, 185.08 FEET TO THE POINT OF BEGINNING.

PARCEL THREE:

NON-EXCLUSIVE RIGHT TO USE OF THE EXISTING GRADE CROSSING PURSUANT TO AND SUBJECT TO THE PROVISIONS OF AN AGREEMENT DATED JULY 3, 1996 BY AND BETWEEN ELGIN,

JOLIET AND EASTERN RAILWAY COMPANY AND THE BUFFINGTON HARBOR RIVERBOATS, L.L.C.,
A MEMORANDUM OF WHICH WAS RECORDED JULY 25, 1996 AS DOCUMENT 96049455.

PARCEL FOUR:

EXCLUSIVE EASEMENT FOR THE CONSTRUCTION, MAINTENANCE, REPAIR, SUPPORT, USE AND
REMOVAL OF 4 BRIDGES FOR PEDESTRIAN AND/OR LIMITED VEHICULAR TRAFFIC PURSUANT TO
AND SUBJECT TO THE PROVISIONS OF THE GRANT OF EXCLUSIVE EASEMENT DATED JULY 3, 1996
BY AND BETWEEN ELGIN, JOLIET AND EASTERN RAILWAY COMPANY AND BUFFINGTON
HARBOR RIVERBOATS, L.L.C., RECORDED JULY 25, 1996 AS DOCUMENT 96049456.

PARCEL FIVE:

RIGHT TO USE OF A "SUBWAY" WHICH ADJOINS BUFFINGTON HARBOR DRIVE, A PRIVATE
ROADWAY, FOR INGRESS AND EGRESS ACCESS TO AND FROM CLINE AVENUE, AS CREATED BY
AND SUBJECT TO THE PROVISIONS OF AN INSTRUMENT DATED JUNE 27, 1922 BY AND BETWEEN
THE NEW YORK CENTRAL RAILROAD COMPANY AND UNIVERSAL PORTLAND CEMENT
COMPANY, AS DISCLOSED BY AN INSTRUMENT ENTITLED EASEMENT AGREEMENT RECORDED
JULY 7, 1995 AS DOCUMENT 95038222.

PARCEL SIX:

RIGHT TO USE OF A "SUBWAY" WHICH ADJOINS BUFFINGTON HARBOR DRIVE, A PRIVATE
ROADWAY, FOR INGRESS AND EGRESS ACCESS TO AND FROM CLINE AVENUE, AS CREATED BY
AND SUBJECT TO THE PROVISIONS OF AN INSTRUMENT DATED JULY 1, 1922 BY AND BETWEEN
THE BALTIMORE AND OHIO AND CHICAGO RAILROAD COMPANY AND THE UNIVERSAL
PORTLAND CEMENT COMPANY, AS DISCLOSED BY AN INSTRUMENT ENTITLED EASEMENT
AGREEMENT RECORDED JULY 7, 1995 AS DOCUMENT 95038222.



SCHEDULE II

PERMITTED EXCEPTIONS

All those Schedule B Exceptions as set forth on Chicago Title Insurance Company's policy number 620003636 dated as of the recording of this instrument. All interests of Centier Bank, and its successors and/or assigns, as set forth in the documents listed therein, are and will be prior and superior to all interests granted under this Mortgage.

