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Notice: Use of this form is limited to licensed Attorneys
Must be completed in black ink, including signatures.

Form 22

REAL ESTATE MORTGAGE

THIS INDENTURE WITNESSETH, That Midpoint Properties, LLC, an Ohio limited liability company

(the "Mortgagor") of Cook County, State of Illinois, MORTGAGE(S)
AND WARRANT(S) to James D. Wright

(the "Mortgagee") of Lake County, State of Indiana, the
following described real estate in Lake County, Indiana:

See Exhibit A attached hereto

and commonly known as: Wright's Mobile Home Park

(hereinafter referred to as the "Mortgaged Premises") together with all rights, privileges, interests, easements, hereditaments, appurtenances, fixtures and improvements now or hereafter belonging, appertaining, or attached to, or used in connection with, the Mortgaged Premises, and all the rents, issues, income and profits thereof.

This Document is the property of

This Real Estate Mortgage is given to secure the performance of the provisions hereof and the payment of a certain promissory note ("Note") dated 9/1/2000, in the principal amount of Seven Hundred Thirty Thousand and No/100ths Dollars (\$730,000.00) with interest as therein provided and with a final maturity date of 8/31/2008, subject to the right of extension set forth in the Note

Said principal and interest are payable as follows:

set forth in the Note. This Mortgage is subject and subordinate to that certain mortgage of even date herewith made by Mortgagor to LaSalle Bank National Association as mortgagee ("First Mortgage"), securing an indebtedness of Two Hundred Fifty Thousand and No/100ths Dollars (\$250,000.00) (the "First Mortgage").

The Mortgagor (jointly and severally) covenant(s) and agree(s) with the Mortgagee that:

1. **Payment of Indebtedness.** The Mortgagor shall pay when due all indebtedness secured by this Real Estate Mortgage, on the dates and in the amounts as provided in the Note or in this Real Estate Mortgage, without relief from valuation and appraisal laws, and with attorneys' fees.

as a result of work contracted for by Mortgagor

2. **No Liens.** The Mortgagor shall not permit any lien of mechanics or materialmen to attach to and remain on the Mortgaged Premises or any part thereof for more than 45 days after receiving notice thereof from the Mortgagee.

are required

3. **Repair of Mortgaged Premises, Insurance.** The Mortgagor shall keep the Mortgaged Premises in good repair and shall not commit waste thereon. The Mortgagor shall procure and maintain in effect at all times adequate insurance with insurance companies acceptable to the Mortgagee against loss, damage to or destruction of the Mortgaged Premises because of fire, windstorm, or other such hazards in such amounts as the Mortgagee may reasonably require from time to time, and all such insurance policies shall contain proper clauses making all proceeds of such policies payable to the Mortgagee and the Mortgagor as their respective interests may appear. All such policies payable to the Mortgagee shall be delivered to and retained by the Mortgagee until the indebtedness secured hereby is fully paid.

First Mortgagee, Mortgagee

pursuant to the First Mortgage,

4. **Taxes and Assessments.** The Mortgagor shall pay all taxes or assessments levied or assessed against the Mortgaged Premises, or any part thereof, as and when due, and before penalties accrue, subject to Mortgagor's right to contest said taxes in accordance with law.

5. **Advancements to Protect Security.** The Mortgagee may, at its option, advance and pay all sums necessary to protect and preserve the security intended to be given by this Real Estate Mortgage. All sums so advanced and paid by the Mortgagee shall be payable upon demand or shall become a part of the indebtedness secured hereby, at the election of the holder, and shall bear interest from the date or dates of payment at the rate of six per centum (6 %) per annum. Such sums may include, but are not limited to, insurance premiums, taxes, assessments and liens which may be or become prior and senior to this Real Estate Mortgage as a lien on the Mortgaged Premises, or any part thereof, and all costs, expenses, and attorneys' fees incurred by the Mortgagee in respect of any and all legal or equitable proceedings which relate to this Real Estate Mortgage or to the Mortgaged Premises.

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except for those liens which Mortgagor is contesting in good faith and which Mortgagor has either bonded over or obtained title insurance over for Mortgagee's benefit.

if Mortgagor is in default hereunder after applicable periods of notice and cure, the

15.00
E.P.
Ti

TICOR TITLE INSURANCE
Crown Point Indiana

92-3692

25x10

after thirty (30) days written notice thereof (or such longer period as is reasonably required to cure said default, as long as Mortgagor is proceeding in good faith,

after ten (10) days written notice thereof

6. Default by Mortgagor, Remedies of Mortgagee. Upon default by the Mortgagor in any payment provided for herein or in the Note or in the performance of any covenant or agreement of the Mortgagor hereunder, or if the Mortgagor shall abandon the Mortgaged Premises or if a trustee or receiver shall be appointed for the Mortgagor or for any part of the Mortgaged Premises, except if said trustee is appointed in any bankruptcy action, then and in any such event, the entire indebtedness secured hereby shall become immediately due and payable at the option of the Mortgagee, without notice, and this Real Estate Mortgage may be foreclosed accordingly. Upon such foreclosure the Mortgagee may continue the abstract of the title to the Mortgaged Premises, or obtain other appropriate title evidence, and may add the cost thereof to the principal balance due.

and not dismissed within sixty (60) days

after said sixty (60) days

7. Non-Waiver, Remedies Cumulative. Time is of the essence in the performance of obligations hereunder. No delay by the Mortgagee in the exercise of any rights hereunder shall preclude the exercise thereof so long as the Mortgagor is in default hereunder, and no failure of the Mortgagee to exercise any rights hereunder shall preclude the exercise hereof in the event of subsequent default by the Mortgagor hereunder. The Mortgagee may enforce any one or more of the rights or remedies hereunder successively or concurrently.

after applicable periods of notice and cure

8. Extensions, Reductions, Renewals, Continued Liability of Mortgagor and Guarantor(s). The Mortgagee, at its option, may extend the time for the payment of the indebtedness, or reduce the payments thereon, or accept a renewal note or notes therefor, without consent of any junior lien holder, and without consent of the Mortgagor if the Mortgagor has then parted with title to the Mortgaged Premises. No such extension, reduction or renewal shall affect the priority of this Real Estate Mortgage or impair the security hereof in any manner whatsoever, or release, discharge or affect in any manner the personal liability of the Mortgagor and Guarantor(s), if any, to the Mortgagee.

but subject to the consent of First Mortgagee

9. General Agreement of Parties. All rights and obligations hereunder shall extend to and be binding upon the several heirs, representatives, successors and assigns of the parties to this Real Estate Mortgage. When applicable, use of the singular form of any word also shall mean or apply to the plural and the masculine form shall mean and apply to the feminine or the neuter. The titles of the several paragraphs of this Real Estate Mortgage are for convenience only and do not define, limit or construe the contents of such paragraphs.

10. This Mortgage and the debt evidenced hereby is nonrecourse, and Mortgagee shall not be entitled to seek a deficiency judgment against Mortgagor in the case of foreclosure of this Mortgage.

Mailing Address of Mortgagee: 2661 Decatur Street, Lake Station, Indiana 46405

IN WITNESS WHEREOF, the Mortgagor has executed this Real Estate Mortgage, this 9th day of September, 2000

Signature Midpoint Properties, LLC, an Ohio limited liability company

Signature

Printed By: DAMJ Ltd., its sole member

Printed

Signature [Signature]

Signature [Signature]

Printed Aaron C. Jurski Member

Printed Daniel B. McGrath Member

STATE OF Illinois)

) SS:

COUNTY OF Cook)



Before me, a Notary Public in and for said County and State, personally appeared Aaron C. Jurski and Daniel McGrath members of the sole members of Midpoint Properties, LLC, an Ohio limited liability company

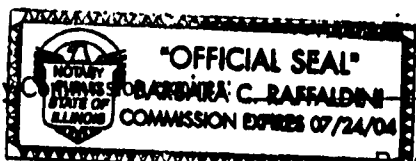
who acknowledged the execution of the foregoing Real Estate Mortgage.

Witness my hand and Notarial Seal this 9th day of September, 2000

Signature [Signature]

Printed Barbara C. Raffaldini

Residing in Cook County, Illinois



This instrument was prepared by: Patricia Baldwin Gregory Attorney at Law

Return to: Patricia Baldwin Gregory, Pachter, Gregory & Finocchiaro, P.C., 790 Estate Drive, Suite 150 Deerfield, Illinois 60517

Exhibit A

Legal Description

The land referred to in this Commitment is described as follows:

Parcel 1: Part of the Northeast Quarter of the Northeast Quarter of Section 30, Township 36 North, Range 8 West of the 2nd Principal Meridian, described as: Commencing at a point on the North line of said Northeast Quarter of the Northeast Quarter and 180.02 feet East of the Northwest corner, thence South and parallel with the East line of said Northeast Quarter of the Northeast Quarter, 1305.62 feet to center line of Ridge Road; thence West, along the said centerline of Ridge Road to a point 13.87 feet East of the West line of said Northeast Quarter of the Northeast Quarter, thence North 1304.85 feet to a point on the North line of said Northeast Quarter of the Northeast Quarter and 16.4 feet East of the Northwest corner thereof, thence East 163.62 feet to the place of beginning, in Lake County, Indiana, excepting therefrom the following described tract:

Part of the Northeast 1/4 of the Northeast 1/4 of Section 30, Township 36 North, Range 8 West of the 2nd Principal Meridian, in the City of Gary, Lake County, Indiana, described as follows:

Commencing at a point on the North line of the Northeast 1/4 of the Northeast 1/4 and 180.02 feet East of the Northwest corner; thence South 00 degrees 02 minutes 05 seconds West, parallel with the East line of said Northwest 1/4 of the Northeast 1/4, 1025.67 feet to the point of beginning of this described parcel; thence continuing South 00 degrees 02 minutes 05 seconds West, 280.03 feet to the center line of Ridge Road; thence North 89 degrees 06 minutes 34 seconds West, along the center line of Ridge Road, 94.37 feet; thence North 00 degrees 02 minutes 05 seconds East, 280.03 feet; thence South 89 degrees 06 minutes 34 seconds East, 94.37 feet to the point of beginning.

Parcel 2: Part of the Southeast Quarter of the Southeast Quarter of Section 19, Township 36 North, Range 8 West of the 2nd Principal Meridian, described as: Commencing at a point on the South line of said Southeast Quarter of the Southeast Quarter and 16.4 feet East of the Southwest corner thereof, thence East along the South line of said Southeast Quarter, 163.62 feet; thence North and parallel with the East line of Section 30 produced, 375.43 feet to the South line of the New York, Chicago and St. Louis Railroad, thence Northwesterly along the Southerly line of said Railroad, 169.70 feet to the East line of Government Lot 2, thence South 415.35 feet to the place of beginning, in Lake County, Indiana.

Parcel 3: The East half of all the following described estate, taken as one parcel to wit: Part of the West half of the Northeast Quarter of the Northeast Quarter of Section 30, Township 36 North, Range 8 West of the 2nd Principal Meridian, commencing at a point 14.6 feet East of the Southwest corner of said tract, thence West 14.6 feet to the Southwest corner of said tract, thence North along the West line of said tract 1318.42 feet to the Northwest corner of said tract, thence East along the North line of said tract 16.4 feet, thence South to the point of beginning; and

Part of the Northwest Quarter of the Northeast Quarter of Section 30, Township 36 North, Range 8 West of the 2nd Principal Meridian, described as commencing at the Southeast corner of said Northwest Quarter of the Northeast Quarter of said Section 30; thence West on the South line of said Northwest Quarter of the Northeast Quarter of said Section 30 a distance of 395.17 feet, more or less, to the East line of the tract conveyed to Peter Galovic and wife, Veronica, by Deed Recorded in Deed Record 218, page 220; thence North along the East line

The land referred to in this Commitment is described as follows:

of said Galovic tract 1319 feet, more or less, to the North line of said Section 30; thence East 395.3 feet, more or less, to the East line of said Northwest Quarter of the Northeast Quarter of said Section 30; thence South 1318.42 feet, more or less, to the point of beginning; and

Part of the Government Lot 2 in the Southeast Quarter of Section 19, Township 36 North, Range 8 West of the 2nd Principal Meridian, described as commencing at the Southeast corner of said Government Lot 2; thence West on the South line of said Section 19 a distance of 411.7 feet, more or less, to the East line of the tract conveyed to Peter Galovic and wife, Veronica, by Deed Recorded in Deed Record 218, page 220; thence North along the East line of said Peter Galovic tract 825 feet, more or less, to the North line of tract conveyed to William Lohmanby in Deed Recorded in Deed Record 84, page 91; thence East 409.7 feet, more or less, along the North line of the aforesaid Lohman tract to the East line of Government Lot 2; thence South along the East line of said Government Lot 2 to the point of beginning (except therefrom the 100 foot right of way of the New York, Chicago and St. Louis Railroad Co.), all in Lake County, Indiana.

