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# MORTGAGE

CRIBS LLC, an Indiana limited liability company (hereinafter referred to as "Mortgagor"), 7700 Kil Drive, Schererville, Indiana 46375, mortgages and warrants to WASHBURN LAND COMPANY, INC., an Indiana corporation (hereinafter collectively referred to as "Mortgagee") the following described real estate in Lake County, Indiana:

See Exhibit A

together with all buildings, improvements, appurtenances, and fixtures attached, erected or used in connection with the real estate or hereafter acquired, attached, erected, appurtenant or used in connection with the real estate, and together with all rents, issues, income, profits, rights, privileges, interests, easements and hereditaments thereof (hereinafter collectively referred to as the "Real Estate").

This Mortgage is given to secure:

- (a) the payment of a Promissory note drawn by Mortgagor payable to the order of Mortgagee of even date herewith in the amount of \$120,000.00 (hereinafter referred to as the "Note"), together with all interest and all other amounts payable thereunder;
- (b) the performance by Mortgagor of all covenants, agreements, promises, payments, and conditions contained in this Mortgage, the Note, and any and all other documents executed by Mortgagor in favor of or for the benefit of Mortgagee; and
- (c) the payment and performance of all future advances and all future modifications, extensions, and renewals of any indebtedness or obligations otherwise secured hereby.

Mortgagor, for itself, and for its successors and assigns, covenants and agrees with Mortgagee, and his successors and assigns, as follows:

1. **Default.** If there is a default in the payment or performance of any indebtedness hereby secured, or if Mortgagor should abandon the Real Estate, or if the Real Estate or any part thereof should be attached, levied

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upon or seized, or if Mortgagor should become bankrupt or insolvent or make an assignment for the benefit of creditors, or if a receiver should be appointed for Mortgagor or otherwise with respect to the Real Estate, then the entire indebtedness aforesaid will, at Mortgagee's option, become immediately due and payable, without notice or demand, and the Real Estate will be subject to foreclosure of this Mortgage, and Mortgagee, if it elects to foreclose the same, will become entitled to the immediate possession of the Real Estate together with the rents, issues, income and profits therefrom and all amounts due are payable without relief from valuation or appraisal laws and Mortgagor will pay all costs and attorneys' fees incurred by Mortgagee in the enforcement of the terms hereof. Without limiting the foregoing, Mortgagor will pay to Mortgagee, as additional amounts due hereunder and under the Note, the amount of any and all reasonable costs and expenses, including but not limited to attorneys' fees, incurred by Mortgagee in enforcing any of its rights under this Mortgage or under the Note or otherwise with respect to any obligations secured by this Mortgage.

2. Condition and Use of Real Estate. For the duration of any indebtedness hereby secured, all uses of the Real Estate will be in accordance with all applicable laws, statutes, ordinances, regulations, and rules, including but not limited to zoning requirements. For the duration of any indebtedness hereby secured, Mortgagor will keep the Real Estate in a good state of repair, normal wear and tear excepted.

3. Application of Payments. All payments received by Mortgagee hereunder and/or under the Note will be applied first to any late charges due under the Note, second to amounts payable under paragraph 4 of this Mortgage, third to interest due, and last to principal due.

4. Taxes, Assessments, and Liens. Mortgagor will pay all taxes, assessments, charges, fines and impositions attributable to the Real Estate which may attain priority over this Mortgage.

5. Insurance. Mortgagor will maintain one or more policies of insurance with respect to the Real Estate, which insurance will insure against damage to the Real Estate by fire, vandalism, explosion, windstorm, or any other cause customarily included in the term "extended coverage", the policies to be issued by insurance companies and to contain terms reasonably acceptable to Mortgagee, such insurance to be in a sum not at any time less than the amount secured hereby. Mortgagor will pay all premiums for all such insurance. Mortgagee shall be named an additional insured thereunder.

6. Inspection. Mortgagee and its agents may make reasonable entries upon and inspections of the Real Estate. Mortgagee will give Mortgagor notice at the time of or prior to an inspection.

7. Performance by Mortgagee. If Mortgagor fails to make any payment or to obtain any insurance, service or materials necessary for the performance of any of Mortgagor's covenants above set forth, or if Mortgagor otherwise fails to take any action required hereunder, then Mortgagee at its option may do so, and its expenditures for any such purpose will be added to and become part of the indebtedness hereby secured. Any amounts disbursed by Mortgagee pursuant to this paragraph 7, with interest thereon, will become additional indebtedness of Mortgagor secured by this Mortgage. Unless Mortgagor and Mortgagee agree to other terms of payment, such amount will be immediately due and payable and will bear interest from the date of disbursement at the rate stated in the Note unless collection from Mortgagor of interest at such rate would be contrary to applicable law, in which event such amount will bear interest at the highest rate which may be collected from Mortgagor under applicable law. Mortgagor

hereby covenants and agrees that Mortgagee will be subrogated to the lien of any mortgage or other lien discharged, in whole or in part, by the indebtedness secured hereby. Nothing contained in this paragraph 7 will require Mortgagee to incur any expense or take any action hereunder.

8. Second Mortgage. It is expressly understood and agreed that the mortgage interest granted hereunder is and will be subordinated to the mortgage interest granted or to be granted to Citizens Financial Services, FSB ("Citizens"). Obligations and encumbrances created by the mortgage interest granted in favor of Citizens will not constitute a default hereunder.

9. Limitation on Waivers. Mortgagee at its option may extend the time for the payment of any indebtedness hereby secured, or reduce the payments thereon, or accept a note or renewal note therefor, or release any part of the security, or any person liable for the indebtedness, without consent of any junior lienholder, and without the consent of Mortgagor. No such extension, reduction, renewal or release will effect the priority of this Mortgage or impair the security hereof in any manner whatsoever, or release, discharge or affect in any manner the personal liability of Mortgagor to Mortgagee. No delay by Mortgagee in the exercise of any of its rights hereunder will preclude the exercise thereof so long as Mortgagor is in default hereunder and no failure of Mortgagee to exercise any of its rights because of one default will preclude the exercise thereof for a subsequent default. Mortgagee may enforce any one or more of its rights or remedies hereunder successively or concurrently.

10. Transfer of Interests. In the event Mortgagor, without Mortgagee's prior written consent, sells or transfers any interest in the Real Estate (including the right to possession thereof) or abandons the Real Estate, then at the option of Mortgagee this Mortgage and the Note or indebtedness it secures will become immediately due and payable in full. In such event, Mortgagee may immediately foreclose this Mortgage, all without any notice or demand whatsoever.

11. Notices. All notices under this Mortgage will be in writing and will be personally delivered or sent by certified mail, return receipt requested. Notices will be deemed to have been given when personally delivered or when deposited in the United States mail, with all postage prepaid. Notices hereunder to Mortgagor will be given at the Real Estate or such other address as Mortgagor designates by notice to Mortgagee. Notices hereunder to Mortgagee will be given at the address of Mortgagee listed on the first page hereof or any other address Mortgagee designates by notice to Mortgagor.

12. Governing Law. This Mortgage will be governed by federal law and the law of the State of Indiana. If any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict will not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision. To this end the provisions of this Mortgage and the Note are declared to be severable.

13. Rights of Mortgagee upon Acceleration. Upon acceleration hereunder or abandonment of the Real Estate, Mortgagee (by judicially appointed receiver) will be entitled to enter upon, take possession and manage the Real Estate and to collect the rents of the Real Estate including those past due. Any rents collected by Mortgagee or the receiver will be applied first to payment of the costs of management of the Real Estate and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Mortgage.

14. Release. Upon payment of all sums secured by this Mortgage, Mortgagee will deliver a duly executed and recordable Release of this Mortgage to Mortgagor without charge to Mortgagor.

15. Waivers. Mortgagor waives all right of valuation and appraisal and any homestead rights and exemptions which may accrue with respect to the Real Estate.

16. Miscellaneous Provisions. The covenants, agreements, and conditions hereof will be binding upon Mortgagor and the heirs, personal representatives, successors, and assigns of Mortgagor, and will inure to the benefit of Mortgagee and his successors and assigns. Whenever used, the singular number will include the plural, and the use of any gender will include all genders. The captions and headings contained herein are inserted for convenient reference only, are not a part hereof and the same will not limit or construe the provisions to which they apply.

IN WITNESS WHEREOF, this Mortgage has been executed by Mortgagor as of January 4<sup>th</sup>, 2002.

Cribs LLC

*Ronda Dessauer*

Ronda Dessauer, Manager

STATE OF INDIANA )  
                                  ) SS:  
COUNTY OF LAKE )

**This Document is the property of  
the Lake County Recorder!**

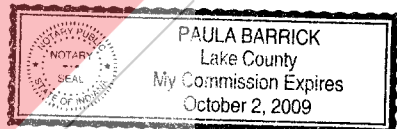
Before the undersigned, a Notary Public in and for said County and State, on January 4<sup>th</sup>, 2002, personally appeared RONDA DESSAUER, Manager of Cribs LLC, personally known to me, and known to me to be the person who is described in and who executed the foregoing Mortgage, and acknowledged the same to be her voluntary acts and deeds for the uses and purposes therein set forth.

WITNESS my hand and official seal.

*Paula Barrick*

, Notary Public

Prepared by and return after recording to: Victor H. Prasco, Burke Costanza & Cuppy LLP, 9191 Broadway, Merrillville, Indiana 46410





PARCEL I: Part of Block 1 in Bel-Oaks Estates, in the Town of Merrillville, as per plat thereof, recorded in Plat Book 37 page 91, in the Office of the Recorder of Lake County, Indiana being more particularly described as follows:

Beginning at a point on the South line of said Block 1 and 253.0 feet Westerly of the Southeast corner thereof; thence North 87 degrees 49 minutes 48 seconds West, along the South line of said Block, a distance of 29.07 feet to a point of curve; thence Westerly along a curve to the right with a radius of 186.25 feet for a distance of 119.19 feet to a point of tangent; thence North 51 degrees 09 minutes 58 seconds West, a distance of 103 feet to a point of curve, thence Westerly along a curve to the left with a radius of 234.74 feet for a distance of 91.11 feet to the South right-of-way line of the Grand Trunk Railroad; thence North 11 degrees 49 minutes 00 seconds East 24.61 feet along said right of-way line thence South 78 degrees 11 minutes 00 seconds East, 304.786 feet; thence South 02 degrees 10 minutes 02 seconds West, 110.578 feet to the point of beginning.

PARCEL II: Part of Block 1 in Bel-Oaks Estates, in the Town of Merrillville, as per plat thereof, recorded in Plat Book 37 page 91 in the Office of the Recorder of Lake County, Indiana, described as follows:

Beginning at the Southeast corner of said Block 1; thence North 87 degrees 49 minutes 58 seconds West, along the South line of Block 1, 253.00 feet; thence North 02 degrees 10 minutes 02 seconds East, 110.58 feet, more or less, to the South right-of-way line of the Grand Trunk Railroad; thence South 78 degrees 11 minutes 00 seconds East, 254.06 feet, more or less, along said South right-of-way to the East line of Block 1; thence South 0 degrees 02 minutes 00 seconds West, 68.04 feet to the place of beginning.

PARCEL III: Part of Block 2 in Bel-Oaks Estates, in the Town of Merrillville, as per plat thereof, recorded in Plat Book 37 page 91, in the Office of the Recorder of Lake County, Indiana, being more particularly described as follows:

Beginning at a point on the South line of said Block 2 and 552.29 feet East of the Southwest corner thereof; thence South 88 degrees 18 minutes 35 seconds East, along said South line, 118.71 feet to a point 158.39 feet West of the Southeast corner of said Block 2; thence North 33 degrees 45 minutes 00 seconds East, 127.45 feet to the Southerly right-of-way line of 63<sup>rd</sup> Avenue; thence along said right-of-way line the following three courses, along a curve to the right having a radius of 236.25 feet, a distance of 24.18 feet; thence North 51 degrees 09 minutes 58 seconds West 103.00 feet to curve to the left having a radius of 184.74 feet; then along said curve a distance of 15.51 feet; thence South 33 degrees 20 minutes 30 seconds West 62.11 feet; then South 17 degrees 17 minutes 05 seconds West, 145.07 feet to the point of beginning.

PARCEL IV: Part of Block 2 in Bel-Oaks Estates, in the Town of Merrillville, as per plat thereof, recorded in Plat Book 37 page 91, in the Office of the Recorder of Lake County, Indiana, described as follows:

Beginning at a point on the South line of Block 2 and 482.00 feet East of the Southwest corner thereof, thence North 01 degrees 41 minutes 25 seconds East, parallel to the West line of said Block 2, 217.35 feet to the South right-of-way line of 63<sup>rd</sup> Avenue; thence South 84 degrees 42 minutes 40 seconds West, along said South right-of-way line of 89.52 feet to a curve to the right having a radius of 840.95 feet; thence continuing along said South line, along said curve 61.39 feet; thence South 01 degrees 41 minutes 25 seconds West parallel to the West line of said Block 2, 201.24 feet to the South line of Block 2, thence South 88 degrees 18 minutes 35 seconds East, along said South line 150.00 feet to the point of beginning.

PARCEL V: Part of Block 2 in Bel-Oaks Estates, in the Town of Merrillville, as per plat thereof, recorded in Plat Book 37 page 91, in the Office of the Recorder of Lake County, Indiana, described as follows:

Beginning at a point on the South line of said Block 2, which is 482.00 feet East of the South west corner of said Block, 2; thence North 01 degrees 41 minutes 25 seconds East parallel to the West line of said Block 2, 217.35 feet to the South right-of-way line of 63<sup>rd</sup> Avenue; thence North 84 degrees 42 minutes 40 seconds East, 20.77 feet to a curve to the right having a radius of 184.74 feet; thence along said curve a distance of 126.76 feet; thence South 33 degrees 20 minutes 30 seconds West 62.11 feet; thence south 17 degrees 17 minutes 05 seconds West to the South line of said Block 2, 145.07 feet; thence North 88 degrees 18 minutes 35 seconds West, 70.29 feet to the point of beginning.

EXHIBIT A