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RECORDATION REQUESTED BY:

**FIFTH THIRD BANK (CHICAGO), A
MICHIGAN BANKING CORPORATION
101 WEST STEPHENSON STREET
FREEPORT, IL 61032**

WHEN RECORDED MAIL TO:

**Fifth Third Bank (Chicago), a Michigan
banking corporation
Attn: Commercial Loan Services
P.O. Box 297 MD# GFPT1A
Freeport, IL 61032**

**Document is
NOT OFFICIAL!**

MORTGAGE

**AND CORA BOSAK,
/ Husband and Wife**

THIS MORTGAGE dated April 26, 2002, is made and executed between JOHN G. BOSAK, whose address is 843 SPRINGDALE DRIVE, HOBART, IN 46342 (referred to below as "Grantor") and FIFTH THIRD BANK (CHICAGO), A MICHIGAN BANKING CORPORATION, whose address is 101 WEST STEPHENSON STREET, FREEPORT, IL 61032 (referred to below as "Lender").

GRANT OF MORTGAGE. For valuable consideration, Grantor mortgages, warrants, and conveys to Lender all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in LAKE County, State of Indiana:

LOT 30, SPRINGDALE 3RD ADDITION UNIT 3 AS PER PLAT THEREOF RECORDED IN PLAT BOOK 74 PAGE 50 IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA

The Real Property or its address is commonly known as 843 SPRINGDALE DRIVE, HOBART, IN 46342.

CROSS-COLLATERALIZATION. In addition to the Note, this Mortgage secures all obligations, debts and liabilities, plus interest thereon, of Borrower to Lender, or any one or more of them, as well as all claims by Lender against Borrower or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated whether Borrower or Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THIS MORTGAGE. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Mortgage, Borrower shall pay to Lender all Indebtedness secured by this Mortgage as it becomes due, and Borrower and Grantor shall strictly perform all Borrower's and Grantor's obligations under this Mortgage.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Borrower and Grantor agree that Borrower's and Grantor's possession and use of theProperty shall be governed by the following provisions:

**TICOR TITLE INSURANCE
Valparaiso, IN 46383
980022065**



Possession and Use. Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

Duty to Maintain. Grantor shall maintain the Property in tenable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

DUE ON SALE - CONSENT BY LENDER. Lender may, at Lender's option, declare immediately due and payable all sums secured by this Mortgage upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. If any Grantor is a corporation, partnership or limited liability company, transfer also includes any change in ownership of more than twenty-five percent (25%) of the voting stock, partnership interests or limited liability company interests, as the case may be, of such Grantor. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Indiana law.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are part of this Mortgage:

Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, payroll taxes, special taxes, assessments, water charges and sewer service charges levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of any liens having priority over or equal to the interest of Lender under this Mortgage, except for those liens specifically agreed to in writing by Lender, and except for the lien of taxes and assessments not due as further specified in the Right to Contest paragraph.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Mortgage:

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Lender being named as additional insureds in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption and boiler insurance as Lender may require. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to Lender. Grantor shall deliver to Lender certificates of coverage from each insurer containing a stipulation that coverage will not be cancelled or diminished without a minimum of thirty (30) days' prior written notice to Lender and not containing any disclaimer of the insurer's liability for failure to give such notice. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, if available, within 45 days after notice is given by Lender that the Property is located in a special flood hazard area, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Mortgage or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Mortgage or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity.

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Mortgage:

Title. Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee

simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Mortgage, and (b) Grantor has the full right, power, and authority to execute and deliver this Mortgage to Lender.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Lender under this Mortgage, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

FULL PERFORMANCE. If Borrower pays all the Indebtedness when due, and otherwise performs all the obligations imposed upon Grantor under this Mortgage, Lender shall execute and deliver to Grantor a suitable satisfaction of this Mortgage and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Grantor will pay, if permitted by applicable law, any reasonable termination fee as determined by Lender from time to time.

EVENTS OF DEFAULT. Each of the following, at Lender's option, shall constitute an Event of Default under this Mortgage:

Payment Default. Borrower fails to make any payment when due under the Indebtedness.

Default on Other Payments. Failure of Grantor within the time required by this Mortgage to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

Other Default. Grantor fails to comply with any other term, obligation, covenant or condition contained in this Mortgage or in any of the Related Documents.

Default in Favor of Third Parties. Should Borrower or any Grantor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's or any Grantor's property or Borrower's ability to repay the Indebtedness or Borrower's or Grantor's ability to perform their respective obligations under this Mortgage or any related document.

Death or Insolvency. The dissolution of Grantor's (regardless of whether election to continue is made), any member withdraws from the limited liability company, or any other termination of Borrower's or Grantor's existence as a going business or the death of any member, the insolvency of Borrower or Grantor, the appointment of a receiver for any part of Borrower's or Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower or Grantor.

Breach of Other Agreement. Any breach by Borrower or Grantor under the terms of any other agreement between Borrower or Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Borrower or Grantor to Lender, whether existing now or later.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Adverse Change. A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

Insecurity. Lender in good faith believes itself insecure.

RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of an Event of Default and at any time thereafter, Lender, at Lender's option, may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

Accelerate Indebtedness. Lender shall have the right at its option without notice to Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty which Grantor would be required to pay.

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

Judicial Foreclosure. Lender may obtain a judicial decree foreclosing Grantor's interest in all or any part of the Property.

Other Remedies. Lender shall have all other rights and remedies provided in this Mortgage or the Note or available at law or in equity.

Sale of the Property. To the extent permitted by applicable law, Borrower and Grantor hereby waives any and all right to have the Property marshalled. In exercising its rights and remedies, Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

MORTGAGE (Continued)

Election of Remedies. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Mortgage, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies. Nothing under this Mortgage or otherwise shall be construed so as to limit or restrict the rights and remedies available to Lender following an Event of Default, or in any way to limit or restrict the rights and ability of Lender to proceed directly against Grantor and/or Borrower and/or against any other co-maker, guarantor, surety or endorser and/or to proceed against any other collateral directly or indirectly securing the indebtedness.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Mortgage, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveys' reports, and appraisal fees and title insurance, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

ASSIGNMENT OF INTEREST AS LESSEE OR PURCHASER. Grantor assigns and mortgages to Lender, as additional security for the indebtedness, all of Grantor's right, title and interest in and to any and all leases, land contracts or other agreements by which any part of the Real Property is being leased or purchased, including all modifications, renewals and extensions, and all of Grantor's rights in and to any purchase options contained in each lease or other agreement. Grantor shall pay or cause to be paid each installment of rent or of principal or interest required to be paid by the lessee, buyer or other obligor under each lease, land contract or other agreement, as and when it shall become due and payable, whether by acceleration or otherwise. Grantor shall pay and perform, or cause to be paid and performed, all other obligations of the lessee, buyer or other obligor under each lease, land contract or other agreement. If Grantor shall default in the payment of any installment of rent or of principal or interest or in the payment or performance of any other obligation under any lease, land contract or other agreement, then Lender shall have the right, but shall have no obligation, to pay the installment or installments, to pay or perform the other obligation on behalf of Grantor and to exercise any rights of Grantor under the lease, land contract or other agreement, including any purchase option. All sums expended by Lender in doing so shall become part of the indebtedness, payable by Grantor to Lender upon demand, together with interest at the highest rate borne by any of the indebtedness. Any payment or performance by Lender under this section of an obligation that Grantor has failed to perform under a lease, land contract or other agreement, and any exercise by Lender of any right, remedy or option under a lease, land contract or other agreement, shall not be considered an assumption by Lender of the lease, land contract or other agreement or of any obligation or liability under it. Upon receipt by Lender from the lessor or seller under a lease, land contract or other agreement of any written notice of default by the lessee, buyer or other obligor, Lender may rely on the notice and take any action to cure the default even though the existence or nature of the default is questioned or denied by Grantor.

ASSIGNMENT OF LEASES AND CONTRACTS. Grantor assigns and mortgages to Lender, and grants to Lender a security interest in, as additional security for the indebtedness, all of Grantor's right, title and interest in and to all existing and future oral or written leases of all or any part of the Real Property or of any interest in it and all existing and future land contracts or other agreements by which the Real Property or any interest in it is being or shall be sold, together with all rents and all other payments now or in the future owing by each lessee, buyer or other obligor under, and all other proceeds of, those leases, land contracts or other agreements. Without the written consent of Lender, Grantor shall not cancel, accept a surrender of, modify, consent to an assignment of the lessee's, buyer's or other obligor's interest under, or make any other assignment or other disposition of, any lease, land contract or other agreement or of any interest of Grantor in it and shall not collect or accept any payment of rent or of principal or interest or any other amount more than one month before it is due and payable. Grantor shall pay and perform all obligations and covenants required of Grantor by the terms of each lease, land contract or other agreement. If Grantor shall default in the payment or performance of any obligation or covenant, then Lender shall have the right, but shall have no obligation, to pay or perform it on behalf of Grantor, and all sums expended by Lender in doing so shall be payable by Grantor to Lender upon demand, together with interest at the highest rate borne by any of the indebtedness. This section does not imply that Lender consents to the sale, lease or transfer of the Real Property or any interest in it.

MINERALS. Grantor assigns and mortgages to Lender, and grants to Lender a security interest in, as additional security for the indebtedness, all of Grantor's right, title and interest in and to (i) all oil, gas and other minerals located in, on or under the Real Property, (ii) all oil, gas or mineral leases, royalty agreements and other contracts that have been or in the future are entered into with respect to the Real Property or with respect to any oil, gas or other minerals located in, on or under the Real Property ("Mineral Leases"), and (iii) all rents, profits, royalties and income at any time arising from the Mineral Leases or from the sale of oil, gas or other minerals located in, on or under the Real Property. Upon the occurrence of an Event of Default, Lender shall be entitled to the present and full possession, receipt and use of and right to such oil, gas, other minerals, Mineral Leases, rents, profits, royalties and income, for application to the indebtedness in any manner that Lender in its sole discretion shall determine.

ADDITIONAL WARRANTIES, REPRESENTATIONS AND AGREEMENTS. Grantor represents and warrant to Lender, and agrees, as follows:

Accuracy of Information. All financial statements and other information concerning Grantor, the Property, any guarantor of any of the Indebtedness and any person obligated on any of the Indebtedness, that have been or in the future are furnished to Lender, are and shall be true and correct in all material respects.

No Violations and Enforceability. The execution, delivery and performance of this Mortgage by Grantor will not violate any law, rule, judgment, order, agreement or instrument binding upon Grantor and will not require the approval of any public authority or any third party, and this Mortgage is the valid and binding obligation of Grantor, enforceable in accordance with its terms.

Status and Authority. If Grantor is a corporation, partnership, limited liability company, association, trust or other entity, then it is duly organized and validly existing in good standing under the laws of the state indicated on the first page of this Mortgage; Grantor has full power and authority to enter into and perform its obligations under this Mortgage; the execution, delivery and performance of this Mortgage have been duly authorized by all necessary action of Grantor's board of directors, partners, members, managers, trustees or other governing body and will not violate Grantor's articles or certificate of incorporation, bylaws, partnership agreement, articles of organization, operating agreement, articles of association, trust agreement or other governing instrument; and Grantor is duly qualified and authorized to transact business, and is in good standing, in each jurisdiction in which the failure to be so qualified or authorized could have a material adverse effect upon (i) the validity, performance or enforceability of this Mortgage, (ii) the ability of Grantor to perform Grantor's obligations under this Mortgage or (iii) the ability of Lender to take possession of, collect or otherwise realize upon any Collateral.

Costs of Inspection, Etc. If Lender enters upon the Real Property to (i) inspect or conduct tests on the Real Property, (ii) appraise the Real Property, (iii) investigate whether the Real Property is a site or source of environmental contamination or (iv) remove or remediate any environmental contamination and if, at the time of the inspection, tests, appraisal, investigation, assessment, removal or remediation, there shall have occurred and be continuing an Event of Default, then all costs and expenses of the inspection, tests, appraisal, investigation, assessment, removal or remediation shall be subject to the "LENDER'S EXPENDITURES" section of this Mortgage. Grantor shall execute any consultant contract, waste manifest, notice and other documents that Lender requests to enable Lender to take or conduct any action or activity contemplated by this paragraph, if Grantor is given a reasonable opportunity to negotiate the terms of the contract, manifest, notice or other document. Any inspection, test, appraisal or investigation made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person.

Leases, Etc. Upon the occurrence of an Event of Default, Lender shall have the right, but no obligation, to exercise any right or remedy of Grantor under any lease, land contract, other agreement or Mineral Lease by which the Real Property or any interest in it is then being sold or leased, including any option to purchase the Real Property or to renew or extend the term of any lease, land contract, Mineral Lease or other agreement. Lender shall not, however, be liable for any obligation of Grantor under any such lease, land contract, Mineral Lease or other agreement. Lender shall have no obligation to make any demand or inquiry as to the nature or sufficiency of any Rent payment received or to present or file any claim or take any other action to collect or enforce the payment of any Rent to which Lender may become entitled.

Application of Proceeds. If any rents or profits or any proceeds of insurance or proceeds of any condemnation or eminent domain award or proceeds from any sale of the Property at foreclosure are paid to Lender, then Lender shall have the right to apply the rents or profits or proceeds, in amounts and proportions that Lender shall in its sole discretion determine, to the full or partial satisfaction of any or all of the indebtedness and obligations secured by this Mortgage, including any contingent or secondary obligations, whether or not they shall then be due and payable by the primary obligor.

Property Information. During any period when any part of the Real Property is leased, Grantor shall promptly furnish to Lender, upon Lender's request from time to time, (i) copies of all leases then in effect with respect to all or any part of the Real Property, including all amendments, (ii) a written schedule that shows for each tenant the tenant's name, the current rental rate (including any percentage rent), any rental or leasing concessions, the units or area leased and the lease expiration date, (iii) a description of any parts of the Real Property that are not then leased, (iv) detailed financial statements relating to the Real Property, prepared in accordance with generally accepted accounting principles, for the periods and as of the dates that Lender shall require, which statements shall show, without limitation, all income and expenses, capital expenditures, tenant improvements, leasing commissions and all indebtedness secured by mortgages or liens upon the Real Property and (v) any additional information concerning the Real Property and the leasing of it that Lender shall request. Lender shall have the right at any reasonable time (whether or not any part of the Real Property is then being leased) to inspect and make copies of Grantor's records concerning the Real Property and any lease of or other transaction or matter concerning the Real Property.

Release. Lender may at any time release all or any part of the Property from the lien of this Mortgage or release the liability of any person for the Indebtedness, with or without consideration and without giving notice to, or obtaining the consent of, the holder of any mortgage or lien upon, or other interest in, the Property. A release shall not impair or affect the validity or priority of this Mortgage, regardless of the effect of the release upon the mortgage, lien or other interest or the holder of it. This section does not imply that Lender consents to the placing of a mortgage, lien or other encumbrance on the Property.

Limitation. Notwithstanding any other provision of this Mortgage, if the Real Property includes Grantor's

principal dwelling, then this Mortgage does not secure any present or future indebtedness or obligation owing by Grantor or Borrower arising from an extension of "consumer credit," within the meaning of the federal Truth in Lending Act (15 USC 1601 et seq), unless either (i) the note, agreement or other instrument or document evidencing the indebtedness or obligation is specifically described above or (ii) the extension of credit is made after this Mortgage is given and the note, agreement or other instrument or document evidencing the indebtedness or obligation expressly states that it is secured by a mortgage on Grantor's principal dwelling.

WAIVER OF TRIAL BY JURY. LENDER AND GRANTOR IRREVOCABLY AND UNCONDITIONALLY WAIVES ITS, HIS OR HER RIGHT TO A TRIAL BY JURY IN ANY ACTION, INCLUDING ANY CLAIM, COUNTERCLAIM, CROSS-CLAIM OR THIRD PARTY CLAIM ("CLAIM"), THAT IS BASED UPON, ARISES OUT OF OR RELATES TO THIS MORTGAGE OR THE INDEBTEDNESS, INCLUDING, WITHOUT LIMITATION, ANY CLAIM BASED UPON, ARISING OUT OF OR RELATING TO ANY ACTION OR INACTION OF LENDER IN CONNECTION WITH ANY ACCELERATION OF THE INDEBTEDNESS OR ANY FORECLOSURE OR OTHER ENFORCEMENT OF THIS MORTGAGE

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Mortgage:

Governing Law. This Mortgage will be governed by, construed and enforced in accordance with federal law and the laws of the State of Indiana. This Mortgage has been accepted by Lender in the State of Indiana.

Choice of Venue. If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of Lake County, State of Indiana.

Time is of the Essence. Time is of the essence in the performance of this Mortgage.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Mortgage. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Mortgage shall have the meanings attributed to such terms in the Uniform Commercial Code:

Borrower. The word "Borrower" means BOSAK PROPERTIES, LLC, and all other persons and entities signing the Note in whatever capacity.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Mortgage in the events of default section of this Mortgage.

Grantor. The word "Grantor" means JOHN G. BOSAK.

Guarantor. The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the indebtedness.

Guaranty. The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

Indebtedness. The word "Indebtedness" means ALL INDEBTEDNESS AND OBLIGATIONS NOW AND IN THE FUTURE OWING TO LENDER BY THE PERSON OR PERSONS SIGNING BELOW AS EITHER BORROWER OR GRANTOR (REFERRED TO IN THIS PARAGRAPH AS "THE UNDERSIGNED"), INCLUDING, BUT NOT LIMITED TO, (i) THE NOTE AND ALL OTHER PROMISSORY NOTES THAT HAVE BEEN OR ARE IN THE FUTURE SIGNED AND DELIVERED TO LENDER BY THE UNDERSIGNED, (ii) THE UNDERSIGNED'S OBLIGATIONS UNDER ANY EXISTING OR FUTURE GUARANTIES OF INDEBTEDNESS OR OBLIGATIONS OF OTHERS AND (iii) ALL OBLIGATIONS OF THE UNDERSIGNED HEREUNDER. "INDEBTEDNESS" INCLUDES ALL PRESENT AND FUTURE INDEBTEDNESS AND OBLIGATIONS OWING TO LENDER BY THE UNDERSIGNED, REGARDLESS OF WHETHER ANY SUCH INDEBTEDNESS OR OBLIGATION IS (A) NOT PRESENTLY INTENDED OR CONTEMPLATED BY LENDER OR THE UNDERSIGNED, (B) INDIRECT, CONTINGENT OR SECONDARY, (C) UNRELATED TO ANY COLLATERAL THAT SECURES ANY SUCH INDEBTEDNESS OR OBLIGATION OR TO ANY FINANCING OF ANY SUCH COLLATERAL BY LENDER OR (D) OF A KIND OR CLASS THAT IS DIFFERENT FROM ANY INDEBTEDNESS OR OBLIGATION NOW OWING TO LENDER BY THE UNDERSIGNED. IF THE UNDERSIGNED IS MORE THAN ONE PERSON, THEN "INDEBTEDNESS" INCLUDES ALL INDEBTEDNESS AND OBLIGATIONS NOW AND IN THE FUTURE OWING TO LENDER BY ANY ONE OR MORE OF THOSE PERSONS, REGARDLESS OF WHETHER THE REMAINING PERSON OR PERSONS ARE NOT LIABLE FOR ANY SUCH INDEBTEDNESS OR OBLIGATIONS OR WHETHER ONE OR MORE PERSONS OTHER THAN GRANTOR ARE ALSO LIABLE FOR SUCH INDEBTEDNESS AND OBLIGATIONS.

Lender. The word "Lender" means FIFTH THIRD BANK (CHICAGO), A MICHIGAN BANKING CORPORATION, its successors and assigns.

Mortgage. The word "Mortgage" means this Mortgage between Grantor and Lender.

Note. The word "Note" means the promissory note dated April 26, 2002, in the original principal amount of \$808,000.00 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for,

MORTGAGE
(Continued)

any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Mortgage.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND GRANTOR AGREES TO ITS TERMS.

GRANTOR:

X [Signature]
JOHN G. BOSAK, Individually

X [Signature]
CORA BOSAK

Signed, acknowledged and delivered in the presence of:

X _____

X _____



STATE OF INDIANA

COUNTY OF PORTER



)
) SS
)

On this day before me, the undersigned Notary Public, personally appeared JOHN G. BOSAK AND CORA BOSAK, to me known to be the individual described in and who executed the Mortgage, and acknowledged that he or she signed the Mortgage as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

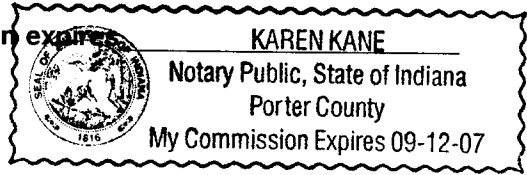
Given under my hand and official seal this 29TH day of APRIL, 2002

By [Signature]

Residing at _____

Notary Public in and for the State of _____

My commission expires _____



This Mortgage was prepared by: ALLEN HESSELBACHER, DOCUMENTATION PROCESSOR