

MORTGAGE FORM (Illinois)

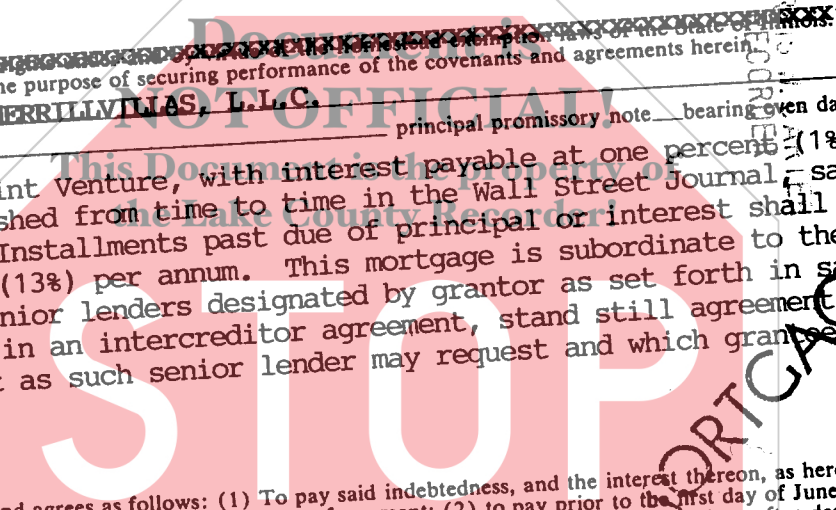
THIS INDENTURE, WITNESSETH, That MERRILLVILLAS, L.L.C.
(hereinafter called the Grantor), of 2711 W. 183rd St., Ste. 217, Homewood, IL 60430
(No. and Street) (City) (State)

for and in consideration of the sum of Two Hundred Thousand (\$200,000.00) Dollars
in hand paid, CONVEY AND WARRANT to SYCAMORE COVE JOINT VENTURE
of 18525 S. Torrence Ave., Lansing, IL 60438 (State)
and to its successors and assigns for the purpose of securing performance of the covenants and agreements herein, the fol-
lowing described real estate, with the improvements thereon, to wit: the above described premises, situated in the Town of
and everything appurtenant thereto, together with all rents, issues and profits of said premises, situated in the Town of
of Merillville County of Lake and State of Indiana.

See legal description attached.

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WHEREAS, The Grantor MERRILLVILLAS, L.L.C. principal promissory note bearing even date herewith, payable
justly indebted upon one to Sycamore Cove Joint Venture, with interest payable at one percent (1%) over the
prime rate as published from time to time in the Wall Street Journal, said interest
payable quarterly. Installments past due of principal or interest shall bear interest
at thirteen percent (13%) per annum. This mortgage is subordinate to the interests
and rights of the senior lenders designated by grantor as set forth in said note and
as may be set forth in an intercreditor agreement, stand still agreement, and sub-
ordinating agreement as such senior lender may request and which grantor agrees to
execute.



THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, as herein and in said note or
notes provided, or according to any agreement extending time of payment; (2) to pay prior to the first day of June in each year, all taxes
and assessments against said premises, and on demand to exhibit receipts therefor; (3) within sixty days after destruction or damage to
rebuild or restore all buildings or improvements on said premises that may have been destroyed or damaged; (4) that waste to said premises
shall not be committed or suffered; (5) to keep all buildings now or at any time on said premises insured in companies acceptable to the holder of the first mortgage indebtedness,
with loss clause attached payable first, to the first Trustee or Mortgagee, and, second, to Mortgagee herein as their interests may appear,
which policies shall be left and remain with the said Mortgagees or Trustees until the indebtedness is fully paid; (6) to pay all prior incum-
brances, and the interest thereon, at the time or times when the same shall become due and payable.

IN THE EVENT of failure so to insure, or pay taxes or assessments, or the prior incumbrances or the interest thereon when due, the
grantee or the holder of said indebtedness, may procure such insurance, or pay such taxes or assessments, or discharge or purchase any tax
lien or title affecting said premises or pay all prior incumbrances and the interest thereon from time to time; and all money so paid, the
Grantor agrees to repay immediately without demand, and the same with interest thereon from the date of payment at 13 per cent
per annum shall be so much additional indebtedness secured hereby.

IN THE EVENT of a breach of any of the aforesaid covenants or agreements the whole or said indebtedness, including principal and all
earned interest, shall, at the option of the legal holder thereof, with 30 days prior notice, become immediately due and payable, and with interest
thereon from time of such breach at 13 per cent per annum, shall be recoverable by foreclosure thereof, or by suit at law, or both, the
same as if all of said indebtedness had then matured by express terms.

IT IS AGREED by the Grantor that all expenses and disbursements paid or incurred in behalf of plaintiff in connection with the fore-
closure hereof—including reasonable attorney's fees, outlays for documentary evidence, stenographer's charges, cost of procuring or com-
pleting abstract showing the whole title of said premises embracing foreclosure decree—shall be paid by the Grantor; and the like
expenses and disbursements, occasioned by any suit or proceeding wherein the grantee or any holder of any part of said indebtedness, as
shall be taxed as costs and included in any decree that may be rendered in such foreclosure proceedings; which proceeding, whether de-
cree of sale shall have been entered or not, shall not be dismissed, nor release hereof given, until all such expenses and disbursements, and
the costs of suit, including attorney's fees have been paid. The Grantor for the Grantor and for the heirs, executors, administrators and
assigns of the Grantor waives all right to the possession of, and income from, said premises pending such foreclosure proceedings, and
agrees that upon the filing of any complaint to foreclose this Trust Deed, the court in which such complaint is filed, may at once and with-
out notice to the Grantor, or to any party claiming under the Grantor, appoint a receiver to take possession or charge of said premises
with power to collect the rents, issues and profits of the said premises.

The name of a record owner is: MERRILLVILLAS, L.L.C. County of the grantee, or of his resignation,
IN THE EVENT of the death or removal from said COOK of said County is hereby appointed to be
refusal or failure to act, then DANTE SCACCIANOCCE of said County is hereby appointed to be the acting Recorder
first successor in this trust; and if for any like cause said first successor fail or refuse to act, the person who shall then be the acting Recorder
of Deeds of said County is hereby appointed to be second successor in this trust. And when all the aforesaid covenants and agreements are
performed, the grantee or his successor in trust, shall release said premises to the party entitled, on receiving his reasonable charges.

Witness the hand and seal of the Grantor this 25th day of JUNE, 2002
MERRILLVILLAS, L.L.C. (SEAL)
By: [Signature] (SEAL)
Its Member

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not
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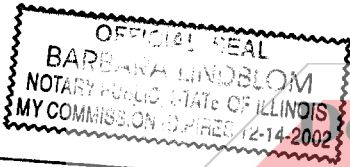
STATE OF IL
COUNTY OF Cook } ss.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Gene Steinmarch

personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and notarial seal this 24th day of June, 2002

(Impress Seal Here)



Barbara Lindblom
Notary Public

Commission Expires _____

NOT OFFICIAL!

This Document is the property of the Lake County Recorder!

DOCUMENT PREPARED BY:
PETER B. CAVALIA
18525 SO. TORRENCE
LAUSDALE, IL 60438

AFTER RECORDING MAIL TO:
PETER B. CAVALIA
18525 SO TORRENCE
LAUSDALE, IL 60438



SECOND MORTGAGE
Trust Deed

TO

GEORGE E. COLE®
LEGAL FORMS

Exhibit "A"

Legal Description:

Lot 4 in Columbus Subdivision, in the Town of Merrillville, Indiana, as shown in Plat Book 50, Page 41, in the Recorders Office of Lake County, Indiana, and a part of the Southeast Quarter of the Northwest Quarter of Section 21, Township 35 North, Range 8 West of the Second Principal Meridian, more particularly described as follows: Commencing at a point on the North line of said Southeast Quarter of the Northwest Quarter that is North 89 degrees 59 minutes 48 seconds West 181.82 feet from the Northeast corner thereof, which point is also the Northeast corner of said lot 4; thence South 00 degrees 44 minutes 06 seconds East along the East line of Lot 4 which is also the East line of the West 699.28 feet of the East 881.10 feet of said Southeast Quarter of the Northwest Quarter a distance of 600.00 feet to the Southeast corner of said Lot 4; thence North 89 degrees 59 minutes 48 seconds West along the South line of said Lot 4 a distance of 291.28 feet; thence South 00 degrees 44 minutes 06 seconds East a distance of 30.00 feet to the centerline of 80th Avenue, as shown on the recorded in plat of said Columbus Subdivision; thence North 89 degrees 59 minutes 48 seconds West along said centerline a distance of 408.00 feet to the West line of said Columbus Subdivision; thence continue North 89 degrees 59 minutes 48 seconds West a distance of 135.00 feet; thence North 00 degrees 44 minutes 06 seconds West parallel to the West line of said Columbus Subdivision a distance of 630.00 feet to the North line of said Southeast Quarter of the Northwest Quarter; thence South 89 degrees 59 minutes 48 seconds East along the North line of said Southeast Quarter of the Northwest Quarter a distance of 136.44 feet to the Northwest corner of said Lot 4; thence continuing 89 degrees 59 minutes 48 seconds East along said North line of the Southeast Quarter of the Northwest Quarter which is also the North line of said Lot 4 a distance of 699.28 feet to the point of beginning, in the Town of Merrillville, Lake County, Indiana, EXCEPTING THEREFROM that part as known as Sycamore Cove Block 1 as per plat thereof recorded in Plat Book 77, Page 79 in the Office of the Recorder of Lake County, Indiana, more particularly described by metes and bounds as follows; Part of the Southeast Quarter of the Northwest Quarter of section 21, Township 35 North, Range 8 West of the second principal Meridian, more particularly described as follows; Commencing at the Southeast corner of Sycamore Cove, a planned unit development to the Town of Merrillville, as recorded in Plat Book 76, Page 70 in the Office of the Recorder of Lake County, Indiana; thence North 89 degrees 59 minutes 49 seconds West along the South line of said sycamore Cove, a distance of 171.99 feet to the point of beginning; thence Northwesterly along a curve concave to the Southwest and having a radius of 60.00 feet (the chord of which bears North 58 degrees 17 minutes 51 seconds West a distance of 90.16 feet) an arc distance of 102.01 feet; thence Northwesterly along a curve concave to the Northeast and having a radius of 15.00 feet (the chord of which curve bears North 02 degrees 59 minutes 30 seconds West a distance of 1.57 feet) an arc distance of 1.57 feet; thence North 00 degrees 00 minutes 11 seconds East a distance of 148.39 feet; thence North 89 degrees 59 minutes 49 seconds West a distance of 397.55 feet; thence South 00 degrees 00 minutes 11 seconds West a distance of 87.43 feet (recorded 87.33 feet); thence North 89 degrees 59 minutes 49 seconds West a distance of 20.00 feet; thence North 00 degrees 00 minutes 11 seconds East a distance of 87.43 feet; thence North 89 degrees 59 minutes 49 seconds West a distance of 25.00 feet; thence South 00 degrees 00 minutes 11 seconds West a distance of 197.33 feet to the south line of said Sycamore Cove; thence North 89 degrees 59 minutes 49 seconds West along the South line of said Sycamore Cove a distance of 7.94 feet; thence South 00 degrees 44 minutes 06 seconds East a distance of 30.00 feet to the centerline of vacated 80th Avenue; thence South 89 degrees 59 minutes 49 seconds East a distance of 408.00 feet along said centerline; thence North 00 degrees 44 minutes 06 seconds West a distance of 30.00 feet to the South line of said Sycamore Cove; thence South 89 degrees 59 minutes 48 seconds East along the South line of said sycamore cove a distance of 119.29 feet to the point of beginning, all in the Town of Merrillville, Lake County, Indiana.

