

# 2002 060126

2002 JUL -5 AM 9: 53

H620024783

MORAIS IA JARTER —— RECORDER

Space Above This Line For Recording Data

### **MORTGAGE**

(With Future Advance Clause)

**DATE AND PARTIES.** The date of this Mortgage (Security Instrument) is JULY 1, 2002. The parties and their addresses are:

#### **MORTGAGOR:**

IMPERIAL DEVELOPMENT GROUP, INC

An Indiana Corporation Vested in the Following Manner: P.O. BOX 190-A HOBART, Indiana 46342

#### LENDER:

**CENTIER BANK** 

Organized and existing under the laws of Indiana ent is
600 East 84th Avenue
Merrillville, Indiana 46410
35-0161790

OTOFFICIAL

1. CONVEYANCE. For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debts and Mortgagor's performance under this Security Instrument, Mortgagor grants, bargains, conveys, mortgages and warrants to Lender, the following described property:

LOT 431 IN FOXWOOD ESTATES UNIT 7, AN ADDITION TO THE TOWN OF SCHERERVILLE, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 76 PAGE 69, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

The property is located in LAKE County at 5403 W 70TH AVE, SCHERERVILLE, Indiana 46375.

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, crops, timber, all diversion payments or third party payments made to crop producers and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described (all referred to as Property). This Security Instrument will remain in effect until the Secured Debts and all underlying agreements have been terminated in writing by Lender.

- 2. MAXIMUM OBLIGATION LIMIT. The total principal amount secured by this Security Instrument at any one time will not exceed \$160,200.00. This limitation of amount does not include interest and other fees and charges validly made pursuant to this Security Instrument. Also, this limitation does not apply to advances made under the terms of this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument.
- 3. SECURED DEBTS. This Security Instrument will secure the following Secured Debts:
  - A. Specific Debts. The following debts and all extensions, renewals, refinancings, modifications and replacements. A promissory note, No. 31760, dated July 1, 2002, from Mortgagor to Lender, with a loan amount of \$160,200.00 and maturing on January 1, 2003. One or more of the debts secured by this Security Instrument contains a future advance provision.
  - B. All Debts. All present and future debts from Mortgagor to Lender, even if this Security Instrument is not specifically referenced, or if the future debt is unrelated to or of a different type than this debt. If more than one person signs this Security Instrument, each agrees that it will secure debts incurred either individually or with others who may not sign this Security Instrument. Nothing in this Security Instrument constitutes a commitment to make additional or future loans or advances. Any such commitment must be in writing. In the event that Lender fails to provide any required notice of the right of rescission, Lender waives any subsequent security interest in the Mortgagor's principal dwelling that is created by this Security Instrument. This Security Instrument will not secure any debt for which a non-possessory, non-purchase money security interest is created in "household goods" in connection with a "consumer loan," as those terms are defined by

اnitials Page 1



federal law governing unfair and deceptive credit practices. This Security Instrument will not secure any debt for which a security interest is created in "margin stock" and Lender does not obtain a "statement of purpose," as defined and required by federal law governing securities.

purpose," as defined and required by federal law governing securities.

C. Sums Advanced. All sums advanced and expenses incurred by Lender under the terms of this Security

4. PAYMENTS. Mortgagor agrees that all payments under the Secured Debts will be paid when due and in accordance with the terms of the Secured Debts and this Security Instrument.

5. WARRANTY OF TITLE. Mortgagor warrants that Mortgagor is or will be lawfully seized of the estate conveyed by this Security Instrument and has the right to grant, bargain, convey, sell, mortgage and warrant the Property. Mortgagor also warrants that the Property is unencumbered, except for encumbrances of record. The Property is unencumbered, except for encumbrances of record. Some property is unencumbered, except for encumbrances of record. The Property is unencumbered, except for encumbrances of record. The Property is unencumbrance on the Property, Mortgagor agrees:

A. To make all payments when due and to perform or comply with all covenants.

B. To promptly deliver to Lender any notices that Mortgagor receives from the holder.
C. Not to allow any modification or extension of, nor to request any future advances under any note or agreement secured by the lien document without Lender's prior written consent.

37. CLAIMS AGAINST TITLE. Mortgagor will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, utilities, and other charges relating to the Property when due. Lender may require Mortgagor to provide to Lender copies of all notices that such amounts are due and the receipts evidencing Mortgagor's payment. Mortgagor will defend title to the Property against any claims that would impair the lien of this Security Instrument. Mortgagor agrees to assign to Lender, as requested by Lender, any rights, claims or Security Instrument. Mortgagor agrees to assign to Lender, as requested by Lender, any rights, claims or defenses Mortgagor may have against parties who supply labor or materials to maintain or improve the

8. DUE ON SALE. Lender may, at its option, declare the entire balance of the Secured Debts to be immediately due and payable upon the creation of, or contract for the creation of, a transfer or sale of the Property. This right is subject to the restrictions imposed by federal law governing the preemption of state due-on-sale laws, as applicable.

as applicable.

9. TRANSFER OF AN INTEREST IN THE MORTGAGOR. If Mortgagor is an entity other than a natural person (such as a corporation or other organization), Lender may demand immediate payment if:

A. A beneficial interest in Mortgagor is sold or transferred.

B. There is a change in either the identity or number of members of a partnership or similar entity.

C. There is a change in ownership of more than 25 percent of the voting stock of a corporation or similar

entity. However, Lender may not demand payment in the above situations if it is prohibited by law as of the date of this Security Instrument.

10. WARRANTIES AND REPRESENTATIONS. Mortgagor makes to Lender the following warranties and representations which will continue as long as this Security Instrument is in effect:

A. Power. Mortgagor is duly organized, and validly existing and in good standing in all jurisdictions in which Mortgagor's business or activity as it is now being conducted and, as applicable, is qualified to do so in each jurisdiction in which Mortgagor operates.

B. Authority. The execution, delivery and performance of this Security Instrument and the obligation evidenced by this Security Instrumental approval, will not violate any provision of law, or order of court or received all necessary governmental approval, will not violate any agreement to which Mortgagor is a party or to which Mortgagor is or any of Mortgagor's property is subject.

Mortgagor is or any of Mortgagor's property is subject.

C. Name and Place of Business. Other than previously disclosed in writing to Lender, Mortgagor has not used any other changed Mortgagor's name or principal place of business within the last 10 years and has not used any other trade or fictitious name. Without Lender's prior written consent, Mortgagor does not and will not use any other name and will preserve Mortgagor's existing name, trade names and tranchises.

11. PROPERTY CONDITION, ALTERATIONS AND INSPECTION. Mortgagor will keep the Property in good condition and make all repairs that are reasonably necessary. Mortgagor will keep the Property free of noxious weeds and grasses. Mortgagor agrees that the nature of the occupancy and use will not substantially change without Lender's prior written consent. Mortgagor will not permit any change in any license, restrictive covenant or Lender's prior written consent. Mortgagor will notify Lender of all demands, proceedings,

claims, and actions against Mortgagor, and of any loss or damage to the Property.

No portion of the Property will be removed, demolished or materially altered without Lender's prior written consent except that Mortgagor has the right to remove items of personal property is replaced with other personal property at least equal in value to the replaced personal property, free from any title retention device, security property at least equal in value to the replaced personal property, free from any title retention device, security agreement or other encumbrance. Such replacement of personal property will be deemed subject to the agreement or other encumbrance. Such replacement of personal property will not partition or subdivide the Property security interest created by this Security Instrument. Mortgagor will not partition or subdivide the Property

without Lender's prior written consent. Lender or Lender at any reasonable time for the purpose of inspecting the Property at any reasonable time for the purpose of inspection specifying a reasonable purpose for the inspection. Any inspection of the Property will be entirely for Lender's benefit and reasonable purpose for the inspection.

Mortgagor will in no way rely on Lender's inspection.

12. AUTHORITY TO PERFORM. If Mortgagor fails to perform any duty or any of the covenants contained in this Security Instrument, Lender may, without notice, perform or cause them to be performed. Mortgagor appoints Lender as attorney in fact to sign Mortgagor's name or pay any amount necessary for performance. Lender's



right to perform for Mortgagor will not create an obligation to perform, and Lender's failure to perform will not preclude Lender from exercising any of Lender's other rights under the law or this Security Instrument. If any construction on the Property is discontinued or not carried on in a reasonable manner, Lender may take all steps necessary to protect Lender's security interest in the Property, including completion of the construction.

- 13. ASSIGNMENT OF LEASES AND RENTS. Mortgagor assigns, grants, bargains, conveys, mortgages and warrants to Lender as additional security all the right, title and interest in the following (all referred to as Property).
  - **A.** Existing or future leases, subleases, licenses, guaranties and any other written or verbal agreements for the use and occupancy of the Property, including any extensions, renewals, modifications or replacements (all referred to as Leases).
  - **B.** Rents, issues and profits (all referred to as Rents), including but not limited to security deposits, minimum rent, percentage rent, additional rent, common area maintenance charges, parking charges, real estate taxes, other applicable taxes, insurance premium contributions, liquidated damages following default, cancellation premiums, "loss of rents" insurance, guest receipts, revenues, royalties, proceeds, bonuses, accounts, contract rights, general intangibles, and all rights and claims which Assignor may have that in any way pertain to or are on account of the use or occupancy of the whole or any part of the Property.

In the event any item listed as Leases or Rents is determined to be personal property, this Assignment will also be regarded as a security agreement. Mortgagor will promptly provide Lender with copies of the Leases and will certify these Leases are true and correct copies. The existing Leases will be provided on execution of the Assignment, and all future Leases and any other information with respect to these Leases will be provided immediately after they are executed. Mortgagor may collect, receive, enjoy and use the Rents so long as Mortgagor is not in default. Mortgagor will not collect in advance any Rents due in future lease periods, unless Mortgagor first obtains Lender's written consent. Upon default, Mortgagor will receive any Rents in trust for Lender and Mortgagor will not commingle the Rents with any other funds. When Lender so directs, Mortgagor will endorse and deliver any payments of Rents from the Property to Lender. Amounts collected will be applied at Lender's discretion to the Secured Debts, the costs of managing, protecting and preserving the Property, and other necessary expenses. Mortgagor agrees that this Security Instrument is immediately effective between Mortgagor and Lender and effective as to third parties on the recording of this Assignment. As long as this Assignment is in effect, Mortgagor warrants and represents that no default exists under the Leases, and the parties subject to the Leases have not violated any applicable law on leases, licenses and landlords and tenants. Mortgagor, at its sole cost and expense, will keep, observe and perform, and require all other parties to the Leases to comply with the Leases and any applicable law. If Mortgagor or any party to the Lease defaults or fails to observe any applicable law, Mortgagor will promptly notify Lender. If Mortgagor neglects or refuses to enforce compliance with the terms of the Leases, then Lender may, at Lender's option, enforce compliance. Mortgagor will not sublet, modify, extend, cancel, or otherwise alter the Leases, or accept the surrender of the Property covered by the Leases (unless the Leases so required) without Lender's consent. Mortgagor will not assign, compromise, subordinate or encumber the Leases and Rents without Lender's prior written consent. Lender does not assume or become liable for the Property's maintenance, depreciation, or other losses or damages when Lender acts to manage, protect or preserve the Property, except for losses and damages due to Lender's gross negligence or intentional torts. Otherwise, Mortgagor will indemnify Lender and hold Lender harmless for all liability, loss or damage that Lender may incur when Lender opts to exercise any of its remedies against any party obligated under the Leases.

- 14. DEFAULT. Mortgagor will be in default if any of the following occur:
  - A. Payments. Mortgagor fails to make a payment in full when due.
  - B. Insolvency or Bankruptcy. Any legal entity obligated on the Secured Debts makes an assignment for the benefit of creditors or become insolvent, either because its liabilities exceed its assets or it is unable to pay its debts as they become due; or it petitions for protection under federal, state or local bankruptcy, insolvency or debtor relief laws, or is the subject of a petition or action under such laws and fails to have the petition or action dismissed within a reasonable period of time not to exceed 60 days.
  - C. Business Termination. Mortgagor merges, dissolves, reorganizes, ends its business or existence, or a partner or majority owner dies or is declared legally incompetent.
  - D. Failure to Perform. Mortgagor fails to perform any condition or to keep any promise or covenant of this Security Instrument.
  - E. Other Documents. A default occurs under the terms of any other transaction document.
  - F. Other Agreements. Mortgagor is in default on any other debt or agreement Mortgagor has with Lender.
  - G. Misrepresentation. Mortgagor makes any verbal or written statement or provides any financial information that is untrue, inaccurate, or conceals a material fact at the time it is made or provided.
  - H. Judgment. Mortgagor fails to satisfy or appeal any judgment against Mortgagor.
  - I. Forfeiture. The Property is used in a manner or for a purpose that threatens confiscation by a legal authority.
  - **J. Name Change.** Mortgagor changes Mortgagor's name or assumes an additional name without notifying Lender before making such a change.
  - **K. Property Transfer.** Mortgagor transfers all or a substantial part of Mortgagor's money or property. This condition of default, as it relates to the transfer of the Property, is subject to the restrictions contained in the DUE ON SALE section.
  - L. Property Value. The value of the Property declines or is impaired.
  - M. Material Change. Without first notifying Lender, there is a material change in Mortgagor's business, including ownership, management, and financial conditions.
  - N. Insecurity. Lender reasonably believes that Lender is insecure.
- 15. REMEDIES. Lender may use any and all remedies Lender has under state or federal law or in any instrument evidencing or pertaining to the Secured Debts. Any amounts advanced on Mortgagor's behalf will be

for any and all insurance benefits or refunds that may be available on Mortgagor's default. immediately due and may be added to the balance owing under the Secured Debts. Lender may make a claim

immediately due and foreclose this Security Instrument in a manner provided by law upon the occurrence of a federal and state law, Lender may make all or any part of the amount owing by the terms of the Secured Debts Subject to any right to cure, required time schedules or any other notice rights Mortgagor may have under

not exercising any remedy, Lender does not waive Lender's right to later consider the event a default if it filed will not constitute a waiver of Lender's right to require full and complete cure of any existing default. By payment on the Secured Debts after the balance is due or is accelerated or after foreclosure proceedings are or equity, whether or not expressly set forth. The acceptance by Lender of any sum in payment or partial All remedies are distinct, cumulative and not exclusive, and the Lender is entitled to all remedies provided at law default or anytime thereafter.

Lender incurs to collect the Secured Debts as awarded by any court exercising jurisdiction under the Bankruptcy extent permitted by the United States Bankruptcy Code, Mortgagor agrees to pay the reasonable attorneys' fees until paid in full at the highest interest rate in effect as provided for in the terms of the Secured Debts. To the and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment include, but are not limited to, attorneys' fees, court costs and other legal expenses. These expenses are due Property and for any recordation costs of releasing the Property from this Security Instrument. Expenses under this Security Instrument. Mortgagor agrees to pay expenses for Lender to inspect and preserve the Mortgagor agrees to pay all expenses of collection, enforcement or protection of Lender's rights and remedies 16. COLLECTION EXPENSES AND ATTORNEYS' FEES. On or after Default, to the extent permitted by law, continues or happens again.

public health, safety, welfare or environment. The term includes, without limitation, any substances defined as "hazardous material," "toxic substance," "hazardous substance," or "regulated substance." or contaminant which has characteristics which render the substance dangerous or potentially dangerous to the substance; and (2) Hazardous Substance means any toxic, radioactive or hazardous material, waste, pollutant opinions or interpretive letters concerning the public health, safety, welfare, environment or a hazardous (CERCLA), all other federal, state and local laws, regulations, ordinances, court orders, attorney general Law means, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act 17. ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES. As used in this section, (1) Environmental

Mortgagor represents, warrants and agrees that: under any Environmental Law.

Environmental Law. about the Property, except in the ordinary course of business and in strict compliance with all applicable is, or will be located, transported, manufactured, treated, refined, or handled by any person on, under or A. Except as previously disclosed and acknowledged in writing to Lender, no Hazardous Substance has been,

cause, contribute to, or permit the release of any Hazardous Substance on the Property. B. Except as previously disclosed and acknowledged in writing to Lender, Mortgagor has not and will not

is a violation of any Environmental Law concerning the Property. In such an event, Mortgagor will take all occurs on, under or about the Property or migrates or threatens to migrate from nearby property; or (2) there C. Mortgagor will immediately notify Lender if (1) a release or threatened release of Hazardous Substance

Mortgagor has reason to believe there is any such pending or threatened investigation, claim, or proceeding in such an event, Lender has the right, but not the obligation, to participate in any such proceeding including reason to believe there is any pending or threatened investigation, claim, or proceeding of any kind relating to (1) any Hazardous Substance located on, under or about the Property; or (2) any violation by Mortgagor or any tenant of any Environmental Law. Mortgagor will immediately notify Lender in writing as soon as any tenant of any Environmental Law. necessary remedial action in accordance with Environmental Law.

D. Except as previously disclosed and acknowledged in writing to Lender, Mortgagor has no knowledge of or

E. Except as previously disclosed and acknowledged in writing to Lender, Mortgagor and every tenant have the right to receive copies of any documents relating to such proceedings.

tanks, private dumps or open wells located on or under the Property and no such tank, dump or well will be F. Except as previously disclosed and acknowledged in writing to Lender, there are no underground storage been, are and will remain in full compliance with any applicable Environmental Law.

G. Mortgagor will regularly inspect the Property, monitor the activities and operations on the Property, and added unless Lender first consents in writing.

Property and review all records at any reasonable time to determine (1) the existence, location and nature of H. Mortgagor will permit, or cause any tenant to permit, Lender or Lender's agent to enter and inspect the confirm that all permits, licenses or approvals required by any applicable Environmental Law are obtained and

Mortgagor and any tenant are in compliance with applicable Environmental Law. of any Hazardous Substance that has been released on, under or about the Property; or (3) whether or not any Hazardous Substance on, under or about the Property; (2) the existence, location, nature, and magnitude

audit to Lender. The choice of the environmental engineer who will perform such audit is subject to Lender's environmental engineer to prepare an environmental audit of the Property and to submit the results of such I. Upon Lender's request and at any time, Mortgagor agrees, at Mortgagor's expense, to engage a qualified

J. Lender has the right, but not the obligation, to perform any of Mortgagor's obligations under this section approval.

expenses, including without limitation all costs of litigation and attorneys' fees, which Lender and Lender's losses, claims, demands, liabilities, damages, cleanup, response and remediation costs, penalties and Mortgagor will indemnify and hold Lender and Lender's successors or assigns harmless from and against all K. As a consequence of any breach of any representation, warranty or promise made in this section, (1) at Mortgagor's expense.



successors or assigns may sustain; and (2) at Lender's discretion, Lender may release this Security Instrument and in return Mortgagor will provide Lender with collateral of at least equal value to the Property secured by this Security Instrument without prejudice to any of Lender's rights under this Security Instrument.

- L. Notwithstanding any of the language contained in this Security Instrument to the contrary, the terms of this section will survive any foreclosure or satisfaction of this Security Instrument regardless of any passage of title to Lender or any disposition by Lender of any or all of the Property. Any claims and defenses to the contrary are hereby waived.
- 18. CONDEMNATION. Mortgagor will give Lender prompt notice of any pending or threatened action by private or public entities to purchase or take any or all of the Property through condemnation, eminent domain, or any other means. Mortgagor authorizes Lender to intervene in Mortgagor's name in any of the above described actions or claims. Mortgagor assigns to Lender the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the Property. Such proceeds will be considered payments and will be applied as provided in this Security Instrument. This assignment of proceeds is subject to the terms of any prior mortgage, deed of trust, security agreement or other lien document.
- 19. INSURANCE. Mortgagor agrees to keep the Property insured against the risks reasonably associated with the Property. Mortgagor will maintain this insurance in the amounts Lender requires. This insurance will last until the Property is released from this Security Instrument. What Lender requires pursuant to the preceding sentences can change during the term of the Secured Debts. Mortgagor may choose the insurance company, subject to Lender's approval, which will not be unreasonably withheld.

All insurance policies and renewals will include a standard "mortgage clause" and, where applicable, "loss payee clause." If required by Lender, Mortgagor agrees to maintain comprehensive general liability insurance and rental loss or business interruption insurance in amounts and under policies acceptable to Lender. The comprehensive general liability insurance must name Lender as an additional insured. The rental loss or business interruption insurance must be in an amount equal to at least coverage of one year's debt service, and required escrow account deposits (if agreed to separately in writing.)

Mortgagor will give Lender and the insurance company immediate notice of any loss. All insurance proceeds will be applied to restoration or repair of the Property or to the Secured Debts, at Lender's option. If Lender acquires the Property in damaged condition, Mortgagor's rights to any insurance policies and proceeds will pass to Lender to the extent of the Secured Debts.

Mortgagor will immediately notify Lender of cancellation or termination of insurance. If Mortgagor fails to keep the Property insured Lender may obtain insurance to protect Lender's interest in the Property. This insurance may include coverages not originally required of Mortgagor, may be written by a Mortgagor would choose, and may be written at a higher rate than Mortgagor could obtain if Mortgagor purchased the insurance.

- 20. ESCROW FOR TAXES AND INSURANCE. Mortgagor will not be required to pay to Lender funds for taxes and insurance in escrow.
- 21. CO-SIGNERS. If Mortgagor signs this Security Instrument but does not sign the Secured Debts, Mortgagor does so only to mortgage Mortgagor's interest in the Property to secure payment of the Secured Debts and Mortgagor does not agree to be personally liable on the Secured Debts. If this Security Instrument secures a guaranty between Lender and Mortgagor, Mortgagor agrees to waive any rights that may prevent Lender from bringing any action or claim against Mortgagor or any party indebted under the obligation. These rights may include, but are not limited to, any anti-deficiency or one-action laws.
- 22. WAIVERS. Except to the extent prohibited by law, Mortgagor waives all rights of valuation and appraisement relating to the Property.
- 23. APPLICABLE LAW. This Security Instrument is governed by the laws of Indiana, except to the extent otherwise required by the laws of the jurisdiction where the Property is located, and the United States of America.
- 24. JOINT AND INDIVIDUAL LIABILITY AND SUCCESSORS. Each Mortgagor's obligations under this Security Instrument are independent of the obligations of any other Mortgagor. Lender may sue each Mortgagor individually or together with any other Mortgagor. Lender may release any part of the Property and Mortgagor will still be obligated under this Security Instrument for the remaining Property. The duties and benefits of this Security Instrument will bind and benefit the successors and assigns of Lender and Mortgagor.
- 25. AMENDMENT, INTEGRATION AND SEVERABILITY. This Security Instrument may not be amended or modified by oral agreement. No amendment or modification of this Security Instrument is effective unless made in writing and executed by Mortgagor and Lender. This Security Instrument is the complete and final expression of the agreement. If any provision of this Security Instrument is unenforceable, then the unenforceable provision will be severed and the remaining provisions will still be enforceable.
- **26. INTERPRETATION.** Whenever used, the singular includes the plural and the plural includes the singular. The section headings are for convenience only and are not to be used to interpret or define the terms of this Security Instrument.
- 27. NOTICE, FINANCIAL REPORTS AND ADDITIONAL DOCUMENTS. Unless otherwise required by law, any notice will be given by delivering it or mailing it by first class mail to the appropriate party's address listed in the DATE AND PARTIES section, or to any other address designated in writing. Notice to one party will be deemed to be notice to all parties. Mortgagor will inform Lender in writing of any change in Mortgagor's name, address or other application information. Mortgagor will provide Lender any financial statements or information Lender requests. All financial statements and information Mortgagor gives Lender will be correct and complete. Mortgagor agrees to sign, deliver, and file any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Mortgagor's obligations under this Security Instrument and to confirm Lender's lien status on any Property. Time is of the essence.



**SIGNATURES.** By signing, Mortgagor agrees to the terms and covenants contained in this Security Instrument. Mortgagor also acknowledges receipt of a copy of this Security Instrument.

:ЯОЭАЭТЯОМ

IMPERIAL DEVELOPMENT GROUP, INC RUSSELL A. ANDERSON, PRESIDENT



## ACKNOWLEDGMENT.

(Business or Entity)

Before me, KATHERINE E. ADAMS  JULY , 2002 , RUSSELL A. ANDE  GROUP, INC a Corporation acknowledged the execution of  My commission expires: (N  DEC. 13,2008	a Notary Public this <u>1ST</u> day of ERSON - PRESIDENT of IMPERIAL DEVELOPMENT the annexed instrument of the Corporation.  Notary Public)  KATHERINE E. ADAMS  Notary's County)  LAKE
---	---

This instrument was prepared by Edward A. Schiesser, Vice President, Centier Bank, 600 East 84th Ave., Merrillville, Indiana 46410



