RECORDATION REQUESTED BY: FIRST NATIONAL BANK OF

ILLINOIS 3256 Ridge Rd. Lansing, IL 60438

2002 060743

STATE OF INDIA.

LAKE COUNT
FILED FOR RECORD

2002 JUL -9 AH 8: 58

MORRIS W. CARTER RECORDER

WHEN RECORDED MAIL TO: FIRST NATIONAL BANK OF ILLINOIS 3256 Ridge Rd. Lansing, IL 60438

FOR RECORDER'S USE ONLY

This Mortgage prepared by:

Jane Moore
FIRST NATIONAL BANK OF ILLINOIS

3256 Ridge Rd. Lansing, IL 60438

## CONSTRUCTION MORTGAGE

MAXIMUM LIEN. At no time shall the principal amount of Indebtedness secured by the Mortgage, not including sums advanced to protect the security of the Mortgage, exceed \$1,000,000.00.

THIS MORTGAGE dated June 19, 2002, is made and executed between Mercantile National Bank of Illinois, not personally but as Trustee under Trust Agreement dated February 19, 1997and known as Trust No. 6371 (referred to below as "Grantor") and FIRST NATIONAL BANK OF ILLINOIS, whose address is 3256 Ridge Rd., Lansing, IL 60438 (referred to below as "Lender").

GRANT OF MORTGAGE. For valuable consideration, Grantor not personally but as Trustee under the provisions of a deed or deeds in trust duly recorded and delivered to Grantor pursuant to a Trust Agreement dated February 19, 1997 and known as Mercantile National Bank of Indiana Trust No. 6371, mortgages 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

See "Exhibit A", which is attached to this Mortgage and made a part of this Mortgage as if fully set forth herein.

The Real Property or its address is commonly known as Autumn Creek Subdivision- Block 9, Schererville, IN 46375. The Real Property tax identification number is 13-128-1

Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

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)

Return : Suabone



PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND ALL SUBSEQUENT LIENS AND ENCUMBRANCES, INCLUDING STATUTORY LIENS, EXCEPTING SOLELY TAXES AND ASSESSMENTS LEVIED ON THE REAL PROPERTY, TO THE EXTENT OF THE MAXIMUM TAXES AND ASSESSMENTS LEVIED ON THE REAL PROPERTY, TO THE EXTENT OF THE MAXIMUM TAXES AND ASSESSMENTS LEVIED ON THE ROLLOWING TERMS:

GRANTOR'S WAIVERS. Grantor waives all rights or defenses arising by reason of any "one action" or "anti-deficiency" law, or any other law which may prevent Lender from bringing any action against Grantor, including a claim for deficiency to the extent Lender is otherwise entitled to a claim for deficiency, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of a power of

GRANTOR'S REPRESENTATIONS AND WARRANTIES. Grantor warrants that: (a) this Mortgage is executed at Borrower's request and not at the request of Lender; (b) Grantor has the full power, right, and authority to enter into this Mortgage and to hypothecate the Property; (c) the provisions of this Mortgage do not conflict with, or result in a default under any sareement or other instrument binding upon Grantor and do not result in a violation of any law, regulation, court decree or order applicable to Grantor; (d) Grantor has established adequate means of obtaining from Borrower on a continuing basis information about Borrower's financial condition; and (e) Lender has made no representation to Grantor about Borrower (including without limitation the creditworthiness

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 the Property shall be governed by the following provisions:

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 tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

such laws; and (2) agrees to indemnify and hold harmless Lender against any and all claims, losses, Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against representations and warranties contained herein are based on Grantor's due diligence in investigating the construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The Mortgage. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be expense, as Lender may deem appropriate to determine compliance of the Property with this section of the authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or (b) any use, generation, manufacture, storage, treatment, disposal, release or Environmental Laws, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, Compliance With Environmental Laws. Grantor represents and warrants to Lender that: (1) During the

liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Mortgage or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Mortgage, including the obligation to indemnify, shall survive the payment of the Indebtedness and the satisfaction and reconveyance of the lien of this Mortgage and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

**Nuisance, Waste.** Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

**Removal of Improvements.** Grantor shall not demolish or remove any Improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any Improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such Improvements with Improvements of at least equal value.

**Lender's Right to Enter.** Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Mortgage.

Compliance with Governmental Requirements. Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Grantor agrees neither to abandon or leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

CONSTRUCTION LOAN. This Mortgage constitutes a "construction mortgage" within the meaning of section 9–313 (1)(C) of the Illinois Uniform Commercial Code. If some or all of the proceeds of the loan creating the Indebtedness are to be used to construct or complete construction of any Improvements on the Property, the Improvements shall be completed no later than the maturity date of the Note (or such earlier date as Lender may reasonably establish) and Grantor shall pay in full all costs and expenses in connection with the work. Lender will disburse loan proceeds under such terms and conditions as Lender may deem reasonably necessary to insure that the interest created by this Mortgage shall have priority over all possible liens, including those of material suppliers and workmen. Lender may require, among other things, that disbursement requests be supported by receipted bills, expense affidavits, waivers of liens, construction progress reports, and such other documentation as Lender may reasonably request.

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.

Right to Contest. Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a

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lien arises or is filled as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor brail name Lender as an additional obligee under any surety bond furnished in the contest Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest

Evidence of Payment. Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

Notice of Construction. Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any materials are supplied to the Property, if any mechanic's lien, or other lien could be asserted on account of the work, services, or materials. Grantor materialmen's lien, or other lien could be asserted on account of the work, services, or materials. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can

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

Mortgage:

and will pay the cost of such improvements.

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 such other insurance, including but not limited to hazard, business interruption and boiler insurance as being named as additional insurance in such insurance companies and in such form as may be reasonably acceptable to Lender in activities 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 insurance as containing a stipulation that coverage will not be cancelled or diminished without a minimum of ten (10) days by the written by such insurance or the insurance are may be containing a stipulation that coverage will not be cancelled or diminished without a minimum of ten (10) days such notice. Each insurance policy also shall include an endorsement providing that coverage in favor of Should the Real Property be located in an area designated by the Director of the Federal Emergency such notice. Each insurance policy also shall include an endorsement providing that coverage in favor of Should the Real Property be located in an area designated by the Director of the Federal Emergency as pecial flood hazard area, Grantor and any prior liens on the property flood hazard area, for the maximum policy limits set under the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the loan set device brookers. The property of the loan, up to the maximum policy limits set under the loan 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 lien affecting the proceeds to the reduction of the Indebtedness, payment of any lien affecting the and repair, Grantor shall repair or replace the damaged or destroyed Improvements in a manner satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Mortgage. Any proceeds tor the repair or restoration of the Property shall be used first to pay any amount owing to Lender committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Mortgage, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

Grantor's Report on Insurance. Upon request of Lender, however not more than once a year, Grantor shall furnish to Lender a report on each existing policy of insurance showing: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured, the then current replacement value of such property, and the manner of determining that value; and (5) the expiration date of the policy. Grantor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost 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, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed 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. The Mortgage also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

**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.

Compliance With Laws. Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

Survival of Representations and Warranties. All representations, warranties, and agreements made by Grantor in this Mortgage shall survive the execution and delivery of this Mortgage, shall be continuing in nature, and shall remain in full force and effect until such time as Borrower's Indebtedness shall be paid in full

**CONDEMNATION.** The following provisions relating to condemnation proceedings are a part of this Mortgage:

**Proceedings.** If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. 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 its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

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reasonable costs, expenses, and attorneys' fees incurred by Lender in connection with the condemnation. restoration of the Property. The net proceeds of the award shall mean the award after payment of all that all or any portion of the net proceeds of the award be applied to the Indebtedness or the repair or proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require Application of Net Proceeds. If all or any part of the Property is condemned by eminent domain

relating to governmental taxes, fees and charges are a part of this Mortgage: IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions

together with all expenses incurred in recording, perfecting or continuing this Mortgage, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Mortgage. Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, addition to this Mortgage and take whatever other action is requested by Lender to perfect and continue Current Taxes, Fees and Charges. Upon request by Lender, Grantor shall execute such documents in

Note; and (4) a specific tax on all or any portion of the indebtedness or on payments of principal and this type of Mortgage; (3) a tax on this type of Mortgage chargeable against the Lender or the holder of the Taxes. The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Mortgage or upon all or any part of the Indebtedness secured by this Mortgage; (2) a specific tax on Borrower is authorized or required to deduct from payments on the Indebtedness secured by

before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and Mortgage, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (1) pays the tax If any tax to which this section applies is enacted subsequent to the date of this Subsequent Taxes. interest made by Borrower,

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Mortgage as a deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

security agreement are a part of this Mortgage:

Security Agreement to the extent any of the Property

Security Agreement. This instrument shall constitute a Security Agreement to the extent any of the Property

constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial

Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the continuing this security interest. Upon default, Grantor shall not remove, sever or detach the Personal Mortgage as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Personal Property. In addition to recording this Mortgage in the real property records, Lender may, at any other action is requested by Lender to perfect and continue Lender's security interest in the Rents and Security Interest. Upon request by Lender, Grantor shall execute financing statements and take whatever Code as amended from time to time.

concerning the security interest granted by this Mortgage may be obtained (each as required by the Uniform Addresses. The mailing addresses of Grantor (debtor) and Lender (secured party) from which information

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further assurances and Commercial Code) are as stated on the first page of this Mortgage.

attorney-in-fact are a part of this Mortgage:

security deeds, security agreements, financing statements, continuation statements, instruments of further and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when Further Assurances. At any time, and from time to time, upon request of Lender, Grantor will make, execute

## MORTGAGE (Continued)

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assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Borrower's and Grantor's obligations under the Note, this Mortgage, and the Related Documents, and (2) the liens and security interests created by this Mortgage as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Attorney-in-Fact. If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

**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.

REINSTATEMENT OF SECURITY INTEREST. If payment is made by Borrower, whether voluntarily or otherwise, or by guarantor or by any third party, on the Indebtedness and thereafter Lender is forced to remit the amount of that payment (A) to Borrower's trustee in bankruptcy or to any similar person under any federal or state bankruptcy law or law for the relief of debtors, (B) by reason of any judgment, decree or order of any court or administrative body having jurisdiction over Lender or any of Lender's property, or (C) by reason of any settlement or compromise of any claim made by Lender with any claimant (including without limitation Borrower), the Indebtedness shall be considered unpaid for the purpose of enforcement of this Mortgage and this Mortgage shall continue to be effective or shall be reinstated, as the case may be, notwithstanding any cancellation of this Mortgage or of any note or other instrument or agreement evidencing the Indebtedness and the Property will continue to secure the amount repaid or recovered to the same extent as if that amount never had been originally received by Lender, and Grantor shall be bound by any judgment, decree, order, settlement or compromise relating to the Indebtedness or to this Mortgage.

**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 Defaults. Borrower or Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Mortgage or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower or Grantor.

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.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or Grantor or on Borrower's or Grantor's behalf under this Mortgage or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

any time and for any reason. effect (including failure of any collateral document to create a valid and perfected security interest or lien) at Defective Collateralization. This Mortgage or any of the Related Documents ceases to be in full force and

insolvency laws by or against Borrower or Grantor. creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or appointment of a receiver for any part of Borrower's or Grantor's property, any assignment for the benefit of The dissolution or termination of the Trust, the insolvency of Borrower or Grantor, the Insolvency.

discretion, as being an adequate reserve or bond for the dispute. or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower or Default shall not apply if there is a good faith dispute by Borrower or Grantor as to the validity or of any of Borrower's or Grantor's accounts, including deposit accounts, with Lender. However, this Event of by any governmental against any property securing the Indebtedness. This includes a garnishment judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or Grantor or Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by

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 Breach of Other Agreement. Any breach by Borrower or Grantor under the terms of any other agreement

Grantor to Lender, whether existing now or later.

guaranty in a manner satisfactory to Lender, and, in doing so, cure any Event of Default. accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness. In the event of a death, Lender, at its option, may, but shall not be required to, permit the guarantor's estate to assume unconditionally the obligations arising under the surety, or accommodation party of any of the indebtedness or any guarantor, endorser, surety, or Events Affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser,

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

Insecurity. Lender in good faith believes itself insecure.

reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical. (15) days, immediately initiates steps sufficient to cure the failure and thereafter continues and completes all cure of such failure: (a) cures the failure within fifteen (15) days; or (b) if the cure requires more than fifteen no Event of Default will have occurred) if Borrower or Grantor, after Lender sends written notice demanding breach of the same provision of this Mortgage within the preceding twelve (12) months, it may be cured (and Right to Cure. If such a failure is curable and if Borrower or Grantor has not been given a notice of a

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

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

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and

and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over Collect Rents. Lender shall have the right, without notice to Borrower or Grantor, to take possession of the remedies of a secured party under the Uniform Commercial Code.

tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are

collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

**Mortgagee in Possession.** Lender shall have the right to be placed as mortgagee in possession or to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The mortgagee in possession or receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

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

**Deficiency Judgment.** If permitted by applicable law, Lender may obtain a judgment for any deficiency remaining in the Indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this section.

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.

Notice of Sale. Lender shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition. Any sale of the Personal Property may be made in conjunction with any sale of the Real Property.

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), surveyors' 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.

NOTICES. Any notice required to be given under this Mortgage, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually recognized received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Mortgage shall be sent to Lender's address of notices and toreclosure from the holder of any lien which has priority over this Mortgage shall be sent to Lender's address. Mortgage by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of change the party's address. For notice provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

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

Amendments. This Mortgage, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Mortgage. No alteration of or amendment to this Mortgage shall be effective unless given in writing and signed by the party or parties sought to be this Mortgage shall be effective unless given in writing and signed by the party or parties sought to be

and agreement of the parties as to the matters set forth in this Mortgage. No alteration of or amendment to this Mortgage shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Annual Reports. If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

Caption Headings. Caption headings in this Mortgage are for convenience purposes only and are not to be used to interpret or define the provisions 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 Illinois. This Mortgage has been accepted by Lender in the State of

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

the courts of Cook County, State of Illinois.

Joint and Several Liability. All obligations of Borrower and Grantor under this Mortgage shall be joint and

several, and all references to Grantor shall mean each and every Grantor, and all references to Borrower shall mean each and every Borrower. This means that each Borrower and Grantor signing below is responsible for all obligations in this Mortgage.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Mortgage unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in

**No Waiver by Lender.** Lender shall not be deemed to have waived any rights under this worldage that the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Mortgage shall not prejudice or constitute a waiver of Lender's right otherwise to demand atrict compliance with that provision or any other provision of this Mortgage. No prior waiver by Lender, not any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender's rights or of this Mortgage, the granting of such consent by Lender in any instance shall not constitute consent to such consent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

**Severability.** If a court of competent jurisdiction finds any provision of this Mortgage to be illegal, invalid, or unenforceable as to any circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Mortgage. Unless otherwise required by law, the illegality, invalidity, or considered deleted from this Mortgage. Unless otherwise required by law, the illegality, invalidity, or

## MORTGAGE (Continued)

Loan No: 00022

unenforceability of any provision of this Mortgage shall not affect the legality, validity or enforceability of any other provision of this Mortgage.

**Merger.** There shall be no merger of the interest or estate created by this Mortgage with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Successors and Assigns. Subject to any limitations stated in this Mortgage on transfer of Grantor's interest, this Mortgage shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Mortgage and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Mortgage or liability under the Indebtedness.

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

Waiver of Homestead Exemption. Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Illinois as to all Indebtedness secured by this Mortgage.

Waiver of Right of Redemption. NOTWITHSTANDING ANY OF THE PROVISIONS TO THE CONTRARY CONTAINED IN THIS MORTGAGE, GRANTOR HEREBY WAIVES, TO THE EXTENT PERMITTED UNDER 735 ILCS 5/15–1601(b) OR ANY SIMILAR LAW EXISTING AFTER THE DATE OF THIS MORTGAGE, ANY AND ALL RIGHTS OF REDEMPTION ON GRANTOR'S BEHALF AND ON BEHALF OF ANY OTHER PERSONS PERMITTED TO REDEEM THE PROPERTY.

Grantor's Liability. This Mortgage is executed by Grantor, not personally but as Trustee as provided above in the exercise of the power and the authority conferred upon and vested in it as such Trustee (and Grantor thereby warrants that it possesses full power and authority to execute this instrument). It is expressly understood and agreed that with the exception of the foregoing warranty, notwithstanding anything to the contrary contained herein, that each and all of the warranties, indemnities, representations, covenants, undertakings, and agreements made in this Mortgage on the part of Grantor, while in form purporting to be the warranties, indemnities, representations, covenants, undertakings, and agreements of Grantor, are nevertheless each and every one of them made and intended not as personal warranties, indemnities, representations, covenants, undertakings, and agreements by Grantor or for the purpose or with the intention of binding Grantor personally, and nothing in this Mortgage or in the Note shall be construed as creating any liability on the part of Grantor personally to pay the Note or any interest that may accrue thereon, or any other Indebtedness under this Mortgage, or to perform any covenant, undertaking, or agreement, either express or implied, contained in this Mortgage, all such liability, if any, being expressly waived by Lender and by every person now or hereafter claiming any right or security under this Mortgage, and that so far as Grantor and its successors personally are concerned, the legal holder or holders of the Note and the owner or owners of any Indebtedness shall look solely to the Property for the payment of the Note and Indebtedness, by the enforcement of the lien created by this Mortgage in the manner provided in the Note and herein or by action to enforce the personal liability of any Guarantor or obligor, other than Grantor, on the Note.

**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 any and all persons and entities signing the Note.

Default. The word "Default" means the Default set forth in this Mortgage in the section titled "Default".

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as

state or federal laws, rules, or regulations adopted pursuant thereto. et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801,

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 Mortgages

under that certain Trust Agreement dated February 19, 1997 and known as trust number No. 6371. The Grantor. The word "Grantor" means Mercantile National Bank of Indiana, not personally but as Trustee

Grantor is the mortgagor under this Mortgage.

party to Lender, including without limitation a guaranty of all or part of the Mote. Guaranty. The word "Guaranty" means the guaranty from guarantor, endorser, surety, or accommodation

as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos. broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity,

Real Property. mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Improvements. The word "Improvements" means all existing and future improvements, buildings, structures,

enforce Grantor's obligations under this Mortgage, together with interest on such amounts as provided in this Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, consolidations of and substitutions for the Note or Related Documents and any amounts modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to expense incurred by Lender to advanced or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to expense incurred by Lender to advanced or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to expense incurred by Lender to expense incurred by Lender to advanced or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to expense incurred by Lender to expense incurred by Lender to expense incurred by Lender to advanced by Lender to ad

Lender. The word "Lender" means FIRST NATIONAL BANK OF ILLINOIS, its successors and assigns.

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

Mortgage is July 1, 2010. on this Mortgage be more than the maximum rate allowed by applicable law. The maturity date of this date indicated for the applicable payment stream. NOTICE: Under no circumstances shall the interest rate Any variable interest rate tied to the index shall be calculated as of, and shall begin on, the commencement increases, the payments tied to the index, and therefore the total amount secured hereunder, will increase. 2002, with all subsequent interest payments to be due on the same day of each month after that. If the index regular monthly payments of all accrued unpaid interest due as of each payment date, beginning August 1, all outstanding principal plus all accrued unpaid interest on July 1, 2004. In addition, Borrower will pay Payments on the Note are to be made in accordance with the following payment schedule: in one payment of on the Note is a variable interest rate based upon an index. The index currently is 4.750% per annum. refinancings of, consolidations of, and substitutions for the promissory note or agreement. The interest rate \$772,336.00 from Borrower to Lender, together with all renewals of, extensions of, modifications of, Note. The word "Note" means the promissory note dated June 19, 2002, in the original principal amount of

refunds of premiums) from any sale or other disposition of the Property. any of such property; and together with all proceeds (including without limitation all insurance proceeds and Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real The words "Personal Property" mean all equipment, fixtures, and other articles of Personal 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.

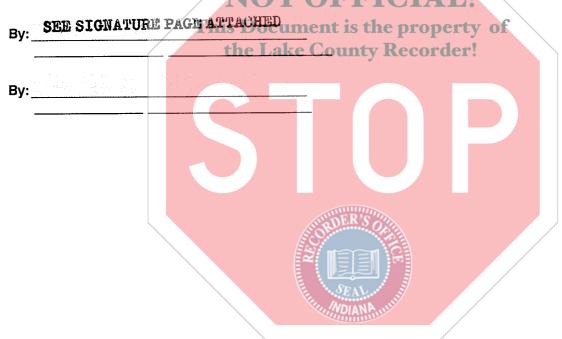
**Trustee.** The word "Trustee" means Mercantile National Bank of Indiana, whose address is 5243 Hohman Ave., Hammond, IN 46320, and any substitute or successor trustees.

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

## **GRANTOR:**

MERCANTILE NATIONAL BANK OF INDIANA TRUST NO. 6371

MERCANTILE NATIONAL BANK OF INDIANA, not personally but as Trustee under that certain trust agreement dated 02–19–1997 and known as Mercantile National Bank of Indiana Trust No. 6371.



SYCEIWIN/CENTPL/GOSEC TR-1486	Copr. Narland Financial Solutions, Inc. 1997, 2002. All Rights Reserved IL K	60.00.01.2.19.Vet. 5.19.00.00
This	Document is NOT OFFICIAL S Document is the property to Labo County Page 1	My commission expires
	the Lake County Recorder	Notary Public in and for the State of
	Residing at	executed the Mortgage on behalf of the
O execute this mondage and in lact	oath stated that they are authorized to	purposes therein mentioned, and on
ortgage to be the free and voluntary authority of statute, for the uses and	ne Mortgage and acknowledged the Ma set forth in the trust documents or, by	or agents of the trust that executed the sct and deed of the trust, by authority
rown to me to be authorized trustees	ntile National Bank of Indiana, and kr	nercal
before me, the undersigned Notary	Company of the second	On this day of Public, personally appeared
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	( MOIANA MARIAN	40 STATS
	TRUST ACKNOWLEDGMENT	
Page 14	ЗЭАЭТЯОМ (bəunifnoЭ)	Loan No: 00022

This CONSTRUCTION MORTGAGE is executed by the undersigned Trustee, not personally, but solely as Trustee under the terms of that certain agreement dated February 19, 2000, creating trust number 6371; and it is expressly understood and agreed by the parties hereto, anything herein to the contrary notwithstanding, that each and all of the covenants, undertakings, representations, agreements and liabilities, herein made are made and are intended, not as personal covenants, undertakings, representations, agreements and liabilities, of the Trustee, individually, or for the purpose of binding it personally, but this instrument is executed and delivered by the MERCANTILE NATIONAL BANK OF INDIANA, AS TRUSTEE, solely in the exercise of the powers conferred upon it as such Trustee under said agreement and no personal liability or personal responsibility is assumed by, nor shall at any time be asserted or enforced against MERCANTILE NATIONAL BANK OF INDIANA, on account hereof, or on account of any covenant, undertaking, representation or agreement herein, either expressed or implied, all such personal liability, if any, being expressly waived and released by the parties hereto or holder hereof, and by all persons claiming by or through or under said parties or holder hereof.

Nothing contained herein shall be construed as creating any liability upon MERCANTILE NATIONAL BANK OF INDIANA, personally under the provisions of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) or the Indiana Responsible Property Transfer Law (the "Act") as amended from time to time or any other federal, state or local law, rule or regulation. MERCANTILE NATIONAL BANK OF INDIANA, personally, is not a "Transferor or Transferee" under the Act and makes no representations concerning any possible environmental defects. In making any warranty herein, the Trustee is relying solely on information furnished to it by the beneficiaries and not of its own knowledge and specifically exculpates itself from any liabilities, responsibilities or damages as a result of including any warranty in this instrument.

Furthermore, the information contained in this instrument has been furnished to the undersigned by the beneficiary/beneficiaries under aforesaid Trust and the statements made therein are made solely in reliance thereon and no responsibility is assumed by the undersigned in its individual capacity for the truth or accuracy of the facts herein stated.

IN WITNESS WHEREOF, said MERCANTILE NATIONAL BANK OF INDIANA, has caused its name to be signed to these presents by an Assistant Vice President and Trust Officer and attested by its Assistant Vice President and Trust

Officer the day and year first above written. ocument BANK OF INDIANA, AS TRUSTEE RESAID AND NOT PERSONALLY Antonietti, Assistant Vice President and Trust Officer Loreta Dorman, Vice President and Trust Officer STATE OF INDIANA, COUNTY Before me, a Notary Public in and for said County, in the State aforesaid, personally appeared before me, Claudia Antonietti, Assistant Vice President and Trust Officer, and Loretta Dorman, Assistant Vice President & Trust Officer, of MERCANTILE NATIONAL BANK OF INDIANA, a national banking association , who acknowledged the execution of the foregoing instrument as the free and voluntary act of said national banking association, and as their free and voluntary act, on behalf of said national banking association, as Trustee Given under my hand and notarial seal this 24th day of June DREMON

Signed:

1124

NOTARY SEAL

ALIC, STATE

Public



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

Part of the North half of the Southeast Quarter of Section 14, Township 35 North, Range 9 West of the 2nd Principal Meridian, being more particularly described as follows: Commencing at the Northwest corner of the Southeast Quarter of said Section 14; thence South 00 degrees 15 minutes 16 seconds East, along the West line of the Southeast Quarter of said Section 14, a distance of 103.29 feet to the point of beginning; thence North 89 degrees 44 minutes 44 seconds East, a distance of 456.88 feet to a point of curve; thence Southeasterly, along said curve which is concave to the Southwest, having a radius of 430.00 feet (the chord of which bears South 78 degrees 23 minutes 32 seconds East, a chord distance of 176.78 feet), an arc distance of 178.05 feet to a point of tangency; thence South 66 degrees 31 minutes 48 seconds East, a distance of 73.53 feet, to a point of curve, thence Southwesterly, along said curve which is concave to the Southwest, having a radius of 630.00 feet (the chord of which bears South 59 degrees 02 minutes 20 seconds East, a chord distance of 164.27 feet), an arc distance of 164.74 feet, to the Northwest corner of Pershing Drive (60 feet wide) as shown in Autumn Creek, Block Six, an Addition to the Town of Schererville, as per plat thereof, recorded in Plat Book 87 page 82, in the Office of the Recorder of Lake County, Indiana.; thence South 38 degrees 27 minutes 09 seconds West, a distance of 60.00 feet, to the Southwest corner of said Pershing Drive, as shown in said Autumn Creek, Block Six, thence Southeasterly along the Southerly right of way line of said Pershing Drive, said right of way line being a curve which is concave to the Southwest, having a radius of 570.00 feet (the chord of which bears South 46 degrees 34 minutes 21 seconds East, a chord distance of 98.86 feet), an arc distance of 98.98 feet, to a point of reverse curvature; thence continuing along said Southerly right of way line, Southeasterly along said reverse curve, which is concave to the Northeast, having a radius of 630.00 feet (the chord of which bears South 48 degrees 47 minutes 48 seconds East, a chord distance of 157.90 feet), an arc distance of 158.32 feet, to the Northwest corner of Lot 17, as shown on the plat of Autumn Creek, Block Four, an Addition to the Town of Schererville, as per plat thereof, recorded in Plat Book 84 page 93, in the Office of the Recorder of Lake County, Indiana.; thence South 00 degrees 15 minutes 16 seconds East, along the Westerly line of Lots 17 thru 12 in said Autumn Creek, Block Four, a distance of 679.30 feet, to the Southwest corner of 74th Place (60 feet wide), as shown in said Autumn Creek, Block Four, thence North 89 degrees 44 minutes 44 seconds East, along said Southerly right of way line of 74th Place, a distance of 33.61 feet, to the Northwest corner of Lot 10 in said Autumn Creek Block Four; thence South 00 degrees 15 minutes 16 seconds East, a distance of 183.47 feet, to the South line of the North half of the Southeast Quarter of said Section 14; thence North 89 degrees 22 minutes 59 seconds West, along said South line of the North half of the Southeast Quarter of said Section 14, a distance of 421.19 feet; thence North 00 degrees 15 minutes 16 seconds West, a distance of 331.21 feet measured (330.00 feet deeded); thence North 89 degrees 11 minutes 41 seconds West, a distance of 602.57 feet measured (600.00 feet deeded) to the West line of the Southeast Quarter of said Section 14; thence North 00 degrees 15 minutes 16 seconds West, along said West line of the Southeast Quarter of said Section 14, a distance of 884.72 feet, to the point of beginning, all in the Town of Schererville, Lake County, Indiana.

