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REAL ESTATE MORTGAGE

THIS INDENTURE WITNESSETH, that **OGDEN ENGINEERING CORPORATION** (the "Mortgagor"), an Indiana corporation, MORTGAGES AND WARRANTS to **RALPH OGDEN, SR.** (the "Mortgagee") the following described real estate in Lake County, Indiana:

Parcel 1: Lot 1 in Ogden Addition, to the Town of Schererville, excepting therefrom that part more particularly described as follows: Commencing at the intersection of the West line of said Lot 1 and the North line of Division Street; thence North on said West line, a distance of 220.00 feet; thence East, parallel to the North line of said Division Street, a distance of 10.00 feet; thence South, parallel to the West line of said Lot 1, a distance of 220.00 feet to the North right of way line of Division Street; thence West on said North line, a distance of 10.00 feet.

Parcel 2: The West 10 feet of the following described parcel: Part of the Southeast Quarter of Section 4, Township 35 North, Range 9 West of the Second Principal Meridian, to the Town of Schererville, Lake County, Indiana, more particularly described as follows: Beginning at a point on the South line of said Southeast Quarter at a distance of 473.00 feet East of the Southwest corner thereof; thence Westerly along the South line of said Southeast Quarter, a distance of 232.23 feet; thence North 250.00 feet; thence South 88 degrees 57 minutes 40 seconds East, 230.33 feet to a point on a line which line is parallel to the West line of said Southwest Quarter and intersects the South line of said Southwest Quarter at the point of beginning of the tract herein described; thence Southerly along said parallel line 249.97 feet to the point of beginning.

(hereinafter referred to as the "Mortgaged Premises"), together with all rights, privileges, interests, easements, hereditaments, appurtenances, fixtures and improvements now or hereafter belonging, appertaining, attached to, or used in connection with, the Mortgaged Premises, and all the rents, issues, income and profits thereof.

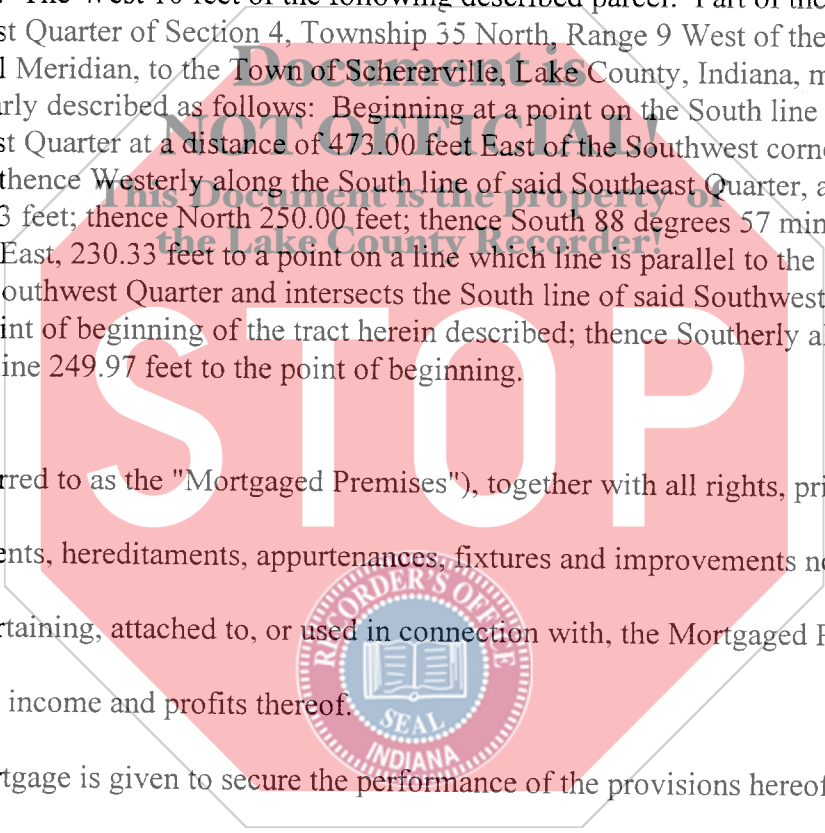
This mortgage is given to secure the performance of the provisions hereof and the payment of that certain promissory note ("Note") of May 13, 2002, in the principal amount of

2002 062963

2002 JUL 12 AM 11:01

MARK CHAMBERLAIN

CLERK OF SUPERIOR COURT
LAKE COUNTY, INDIANA



MAIL TO
Ralph Ogden
1750 Gilpin St.
Denver, Colorado
80218-1206

17.00
/ 1066

TWO HUNDRED NINETY TWO THOUSAND FOUR HUNDRED EIGHTY SIX DOLLARS AND FIFTY EIGHT CENTS (\$292,486.58) with interest and maturity dates as therein provided.

The Mortgagor covenants and agrees with the Mortgagee that:

1. Payment of Indebtedness. The Mortgagor shall pay when due all indebtedness secured by this mortgage, on the dates and in the amounts, respectively, as provided in the Note without relief from valuation and appraisal laws, and with attorney's fees.

2. No Liens. The Mortgagor shall not permit any lien of mechanics or materialmen to attach to and remain on the Mortgaged Premises or any part thereof for more than forty-five (45) days after receiving notice thereof from the Mortgagee.

3. Repair of Mortgaged Premises: Insurance. The Mortgagor shall keep the Mortgaged Premises in good repair and shall not commit waste thereon. The Mortgagor shall procure and maintain in effect at all times adequate insurance from insurance companies acceptable to the Mortgagee against loss, damage to, or destruction of the Mortgaged Premises because of fire, windstorm or other such hazards in such amounts as the Mortgagee may reasonably require from time to time, and all such insurance policies shall contain proper clauses making all proceeds of such policies payable to the Mortgagee and the Mortgagor as their respective interests may appear. All such policies of insurance shall be delivered to and retained by the Mortgagee until the indebtedness secured hereby is fully paid.

4. Taxes and Assessments. The Mortgagor shall pay all taxes or assessments levied or assessed against the Mortgaged Premises, or any part thereof, as and when the same become due and before penalties accrue.

5. Advancements to Protect Security. The Mortgagee may, at his option, advance and pay all sums necessary to protect and preserve the security intended to be given by this mortgage. All sums so advanced and paid by the Mortgagee shall become a part of the indebtedness secured hereby and shall bear interest from the date or dates of payment at the rate of eight per cent (8%) per annum. Such sums may include, but are not limited to, insurance premiums, taxes, assessments and liens which may be or become prior and senior to this mortgage as a lien on the Mortgaged Premises, or any part thereof, and all costs, expenses and attorney fees incurred by the Mortgagee in respect of any and all legal or equitable proceedings which relate to this mortgage or to the Mortgaged Premises.

6. Default by Mortgagor: Remedies of Mortgagee. Upon default by the Mortgagor in any payment provided for in the Notes, or in the performance of any covenant or agreement of the Mortgagor hereunder, or if the Mortgagor shall abandon the Mortgaged Premises, or shall be adjudged bankrupt, or if a trustee or receiver shall be appointed for the Mortgagor or for any part of the Mortgaged Premises, then and in any such even, the entire indebtedness secured hereby shall become immediately due and payable at the option of the Mortgagee, without notice, and this mortgage may be foreclosed accordingly. Upon such foreclosure, the Mortgagee may continue the abstract of title to the Mortgaged Premises or obtain other appropriate title evidence and may add the cost thereof to the principal balance due.

7. Non-Waiver: Remedies Cumulative. No delay by the Mortgagee in the exercise of any of his rights hereunder shall preclude the exercise thereof so long as the Mortgagor is in default hereunder, and no failure of the Mortgagee to exercise any of his rights hereunder shall preclude the exercise thereof in the event of a subsequent default by the Mortgagor hereunder.

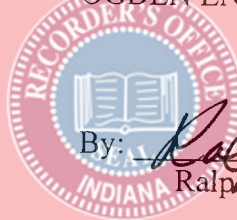
The Mortgagee may enforce any one or more of their rights or remedies hereunder successively or concurrently.

8. Extensions: Reductions: Renewals: Continued Liability of Mortgagor. The Mortgagee, at his option, may extend the time for the payment of the indebtedness, or reduce the payments thereon, or accept a renewal note or notes therefore, without consent of any junior lien Holder, and without the consent of the Mortgagor if the Mortgagor has then parted with title to the Mortgaged Premises. No such extension, reduction or renewal shall affect the priority of this mortgage or impair the security hereof in any manner whatsoever, or release, discharge or affect in any manner the personal liability of the Mortgagor to the Mortgagee.

9. General Agreement of Parties. All rights and obligations hereunder shall extend to and be binding upon the several heirs, representatives, successors and assigns of the parties to this mortgage. When applicable, use of the singular form of any word also shall mean or apply to the plural, and masculine form shall mean and apply to the feminine or the neuter. The titles of the several paragraphs of this mortgage are for convenience only and do not define, limit or construe the contents of such paragraphs.

IN WITNESS WHEREOF, the Mortgagor has executed this mortgage this 12 day of July, 2002.

OGDEN ENGINEERING CORPORATION:



By: _____

Ralph Ogden
Ralph Ogden, Sr., President

