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Space Above This Line For Recording Data **MORTGAGE CENTER RECORDS**

**MORTGAGE**

(With Future Advance Clause)

03450707 CP

**DATE AND PARTIES.** The date of this Mortgage (Security Instrument) is October 9, 2003. The parties and their addresses are:

**MORTGAGOR:**

**S2G2 DEVELOPMENT LLC**  
An Indiana Limited Liability Company  
4866 WEST 84TH TERRACE  
CROWN POINT, Indiana 46307-1411

**LENDER:**

**CENTIER BANK**  
Organized and existing under the laws of Indiana  
600 East 84th Avenue  
Merrillville, Indiana 46410  
35-0161790

**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:

LOTS 5D AND 5E, IN RESUBDIVISION OF WATERTOWER PARK LOTS 1, 2, & 5, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 93, PAGE 56, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

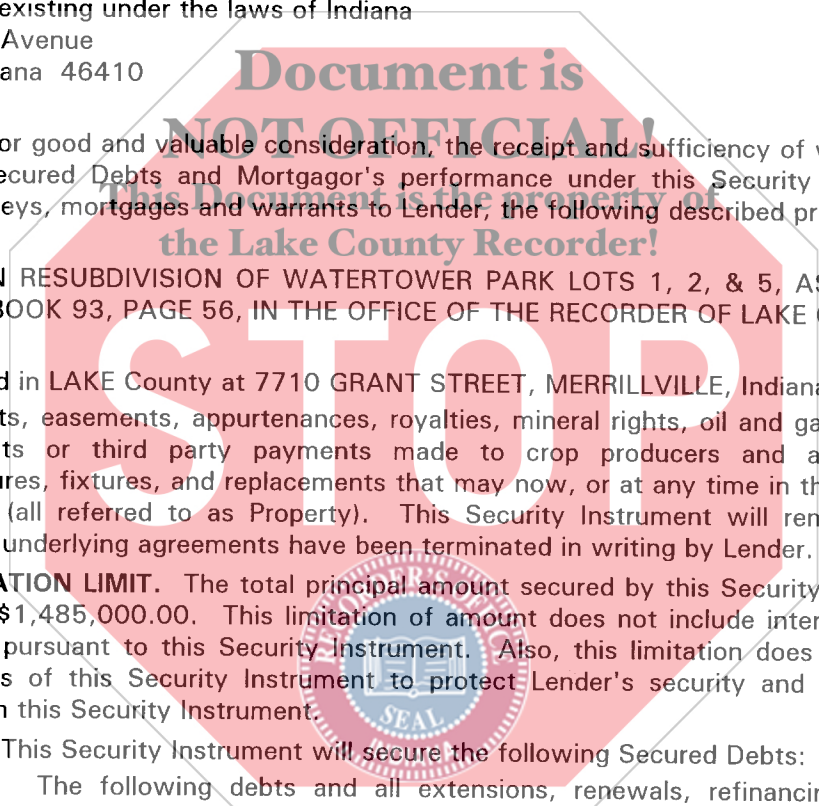
The property is located in LAKE County at 7710 GRANT STREET, MERRILLVILLE, Indiana 46410. Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, crops, timber, all diversion payments or third party payments made to crop producers and all existing and future 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 \$1,485,000.00. 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. 36495, dated October 9, 2003, from Mortgagor to Lender, with a loan amount of \$1,485,000.00 and maturing on October 9, 2004. 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 federal law governing unfair and deceptive credit practices. This Security Instrument will not secure any



Initials  
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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.

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

**4. PAYMENTS.** Mortgagee 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.** Mortgagee warrants that Mortgagee 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. Mortgagee also warrants that the Property is unencumbered, except for encumbrances of record.

**6. PRIOR SECURITY INTERESTS.** With regard to any other mortgage, deed of trust, security agreement or other lien document that created a prior security interest or encumbrance on the Property, Mortgagee 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 Mortgagee 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.

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

**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 all or any part 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.

**9. TRANSFER OF AN INTEREST IN THE MORTGAGE.** If Mortgagee 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 Mortgagee 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.** Mortgagee makes to Lender the following warranties and representations which will continue as long as this Security Instrument is in effect:

**A. Power.** Mortgagee is duly organized, and validly existing and in good standing in all jurisdictions in which Mortgagee operates. Mortgagee has the power and authority to enter into this transaction and to carry on Mortgagee's business or activity as it is now being conducted and, as applicable, is qualified to do so in each jurisdiction in which Mortgagee operates.

**B. Authority.** The execution, delivery and performance of this Security Instrument and the obligation evidenced by this Security Instrument are within Mortgagee's powers, have been duly authorized, have received all necessary governmental approval, will not violate any provision of law, or order of court or governmental agency, and will not violate any agreement to which Mortgagee is a party or to which Mortgagee is or any of Mortgagee's property is subject.

**C. Name and Place of Business.** Other than previously disclosed in writing to Lender, Mortgagee has not changed Mortgagee'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, Mortgagee does not and will not use any other name and will preserve Mortgagee's existing name, trade names and franchises.

**11. PROPERTY CONDITION, ALTERATIONS AND INSPECTION.** Mortgagee will keep the Property in good condition and make all repairs that are reasonably necessary. Mortgagee will not commit or allow any waste, impairment, or deterioration of the Property. Mortgagee will keep the Property free of noxious weeds and grasses. Mortgagee agrees that the nature of the occupancy and use will not substantially change without Lender's prior written consent. Mortgagee will not permit any change in any license, restrictive covenant or easement without Lender's prior written consent. Mortgagee will notify Lender of all demands, proceedings, claims, and actions against Mortgagee, 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 Mortgagee has the right to remove items of personal property comprising a part of the Property that become worn or obsolete, provided that such 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 agreement or other encumbrance. Such replacement of personal property will be deemed subject to the security interest created by this Security Instrument. Mortgagee will not partition or subdivide the Property without Lender's prior written consent.

Lender or Lender's agents may, at Lender's option, enter the Property at any reasonable time for the purpose of inspecting the Property. Lender will give Mortgagee notice at the time of or before an inspection specifying a reasonable purpose for the inspection. Any inspection of the Property will be entirely for Lender's benefit and Mortgagee will in no way rely on Lender's inspection.

**12. AUTHORITY TO PERFORM.** If Mortgagee 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. Mortgagee appoints Lender as attorney in fact to sign Mortgagee's name or pay any amount necessary for performance. Lender's right to perform for Mortgagee 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. 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.

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

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

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

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

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

Mortgagor represents, warrants and agrees that:

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

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

and insurance in escrow.

**19. ESCROW FOR TAXES AND INSURANCE.** Mortgagor will not be required to pay to Lender funds for taxes

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

acquires the Property in damaged condition, Mortgagor's rights to any insurance policies and proceeds will pass will be applied to restoration or repair of the Property or to the Secured Debts, at Lender's option. If Lender Mortgagor will give Lender and the insurance company immediate notice of any loss. All insurance proceeds required escrow account deposits (if agreed to separately in writing.)

business interruption insurance must be in an amount equal to at least coverage of one year's debt service, and comprehensive general liability insurance must name Lender as an additional insured. The rental loss or rental loss or business interruption insurance in amounts and under policies acceptable to Lender. The clause." If required by Lender, Mortgagor agrees to maintain comprehensive general liability insurance and All insurance policies and renewals will include a standard "mortgage clause" and, where applicable, "loss payee company, subject to Lender's approval, which will not be unreasonably withheld.

two sentences can change during the term of the Secured Debts. Mortgagor may choose the insurance until the Property is released from this Security Instrument. What Lender requires pursuant to the preceding the Property. Mortgagor will maintain this insurance in the amounts Lender requires. This insurance will last 18. INSURANCE. Mortgagor agrees to keep the Property insured against the risks reasonably associated with the terms of any prior mortgage, deed of trust, security agreement or other lien document.

payments and will be applied as provided in this Security Instrument. This assignment of proceeds is subject to actions or claims. Mortgagor assigns to Lender the proceeds of any award or claim for damages connected or other means. Mortgagor authorizes Lender to intervene in Mortgagor's name in any of the above described or public entries to purchase or take any or all of the Property through condemnation, eminent domain, or any 17. CONDEMNATION. Mortgagor will give Lender prompt notice of any pending or threatened action by private

contrary are hereby waived. of title to Lender or any disposition by Lender of any or all of the Property. Any claims and defenses to the this section will survive any foreclosure or satisfaction of this Security Instrument regardless of any passage L. Notwithstanding any of the language contained in this Security Instrument to the contrary, the terms of

Instrument. secured by this Security Instrument without prejudice to any of Lender's rights under this Security Instrument and in return Mortgagor will provide Lender with collateral of at least equal value to the Property successors or assigns may sustain; and (2) at Lender's discretion, Lender may release this Security losses, claims, demands, liabilities, damages, cleanup, response and remediation costs, penalties and expenses, including without limitation all costs of litigation and attorneys' fees, which Lender and Lender's Mortgage 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.

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

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

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 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 complied with.

confirm that all permits, licenses or approvals required by any applicable Environmental Law are obtained and G. Mortgagor will regularly inspect the Property, monitor the activities and operations on the Property, and added unless Lender first consents in writing.

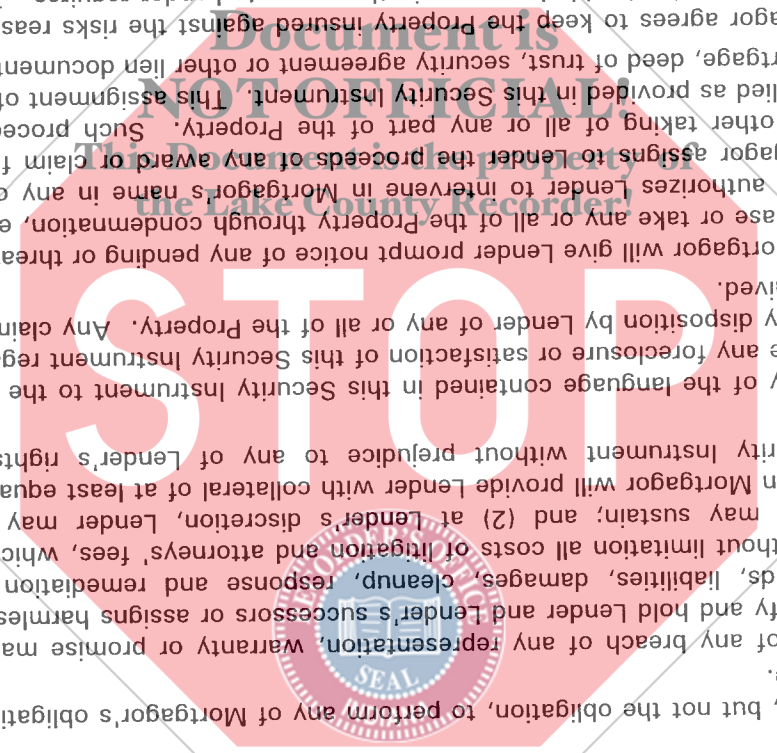
tanks, private dumps or open wells located on or under the Property and no such tank, dump or well will be F. Except as previously disclosed and acknowledged in writing to Lender, there are no underground storage been, are and will remain in full compliance with any applicable Environmental Law.

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.

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

D. Except as previously disclosed and acknowledged in writing to Lender, Mortgagor has no knowledge of or necessary remedial action in accordance with Environmental Law.

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



**20. 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.

**21. WAIVERS.** Except to the extent prohibited by law, Mortgagor waives all rights of valuation and appraisal relating to the Property.

**22. 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.

**23. 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.

**24. 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.

**25. 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.

**26. 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.

**MORTGAGOR:**

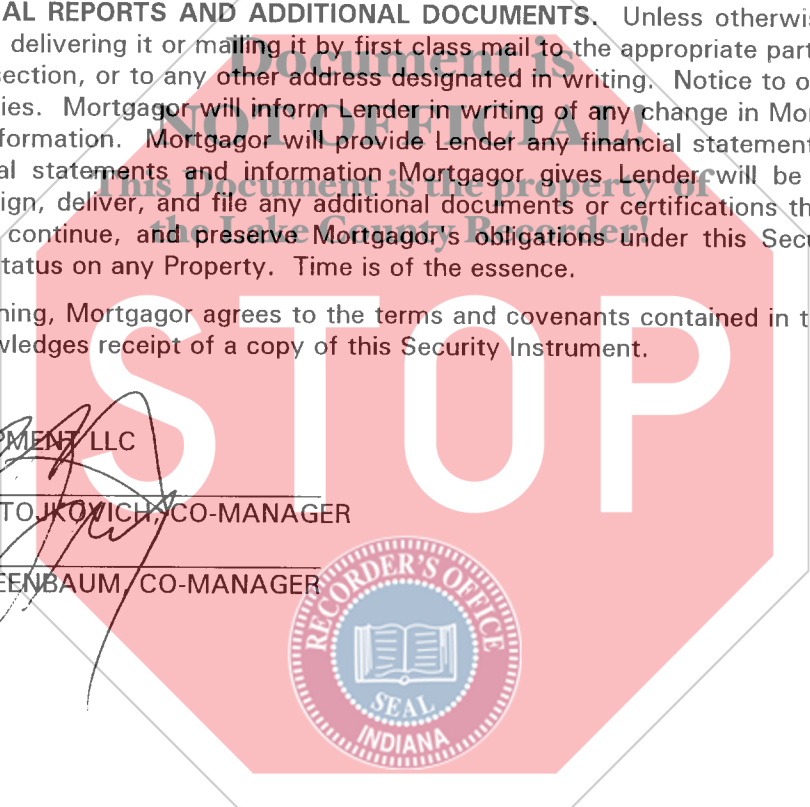
S2G2 DEVELOPMENT LLC

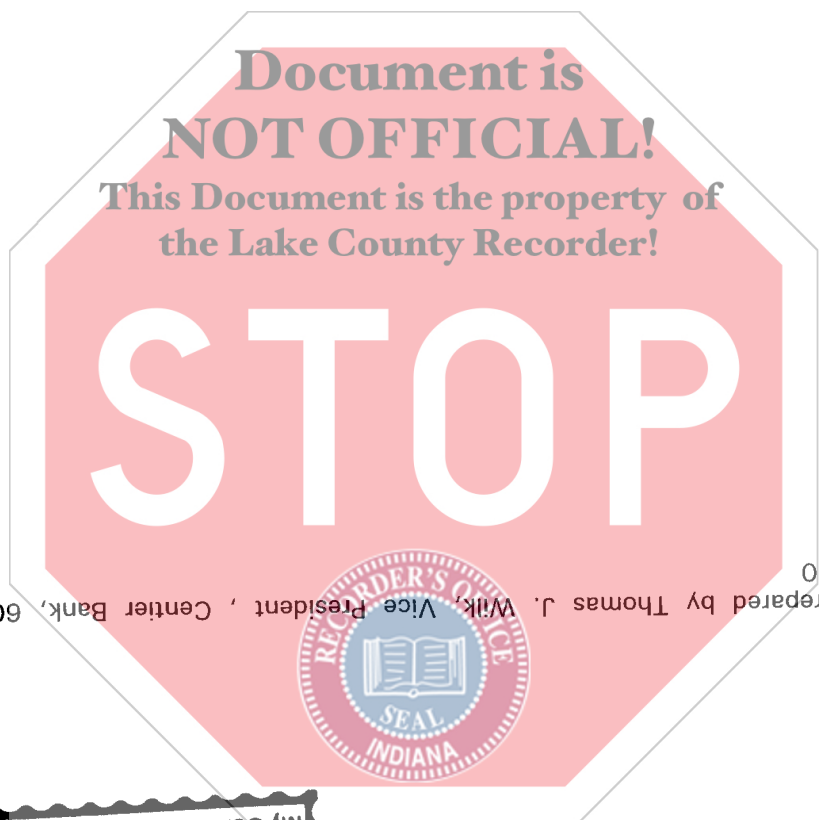
BY

RYAN M. STOJKOVICH, CO-MANAGER

BY

JASON GREENBAUM, CO-MANAGER





This instrument was prepared by Thomas J. Wilk, Vice President, Centier Bank, 600 East 84th Ave., Merrillville, Indiana 46410

JOSEPH M. YONKMAN  
Notary Public  
SEAL  
State of Indiana  
My Commission Expires Sept. 3, 2011

ACKNOWLEDGMENT.

State of Indiana, County of Lake  
(Business or Entity)  
Before me, Joseph M. Yonkman,  
a Notary Public this 9 day of October,  
2003, RYAN M. STOKOVICH - CO-MANAGER and JASON GREENBAUM - CO-  
MANAGER of S2G2 DEVELOPMENT LLC a Limited Liability Company,  
annexed instrument of the Limited Liability Company.  
My commission expires: 9/3/11  
(Notary Public) Joseph M. Yonkman  
(Notary's County) Lake