



2005 052731

200 311 07 11111)

Space Above This Line For Recording Data

MORTGAGE

HOLD FOR MERIDIAN TITLE CORP.

1357LK05

(With Future Advance Clause)

1357LK05

DATE AND PARTIES. The date of this Mortgage (Security Instrument) is June 10, 2005. The parties and their addresses are:

MORTGAGOR:

AUTHORIZED SIGNER

Of the LAKE COUNTY TRUST COMPANY, AS TRUSTEE UNDER THE PROVISIONS OF A TRUST AGREEMENT DATED MAY 25, 1995 AND KNOWN AS TRUST NO. 4632

2200 NORTH MAIN STREET CROWN POINT, Indiana 46307

LENDER:

CENTIER BANK

Organized and existing under the laws of Indiana

600 East 84th Avenue

Merrillville, Indiana 46410 NOT OFFICIAL!

TIN: 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:

SEE ATTACHED EXHIBIT A

The property is located in Lake County at 1156 - 1270 E. 86th Place, Merrillville, Indiana 46410-6336.

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 \$1,000,000.00. 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 or other agreement, No. 42355, dated June 10, 2005,

(Borrower) to Lender, with a maximum credit limit of \$1,000,000.00. One or more of the debts secured by this Security Instrument contains a future advance provision.

B. All Debts. All present and future debts 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

Indiana Mortgage IN/4tvanbusk00836500004670044060905Y

©1996 Bankers Systems, Inc., St. Cloud, MN Experim

Initials Page 1



practices. This Security Instrument will not secure any debt for which a security interest is created in with a "consumer loan," as those terms are defined by federal law governing unfair and deceptive credit which a non-possessory, non-purchase money security interest is created in "household goods" in connection

governing securities. "margin stock" and Lender does not obtain a "statement of purpose," as defined and required by federal law

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

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

6. PRIOR SECURITY INTERESTS. With regard to any other mortgage, deed of trust, security agreement or conveyed by this Security Instrument and has the right to grant, bargain, convey, sell, mortgage and warrant the Property is unencumbered, except for encumbrances of record. 5. WARRANTY OF TITLE. Mortgagor warrants that Mortgagor is or will be lawfully seized of the estate

other lien document that created a prior security interest or encumbrance on the Property, Mortgagor agrees:

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

C. Not to allow any modification or extension of, nor to request any future advances under any note or B. To promptly deliver to Lender any notices that Mortgagor receives from the holder.

agreement secured by the lien document without Lender's prior written consent.

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

by federal law (12 C.F.R. 591), as applicable. 8. DUE ON SALE OR ENCUMBRANCE. Lender may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of, or contract for the creation of, any lien, encumbrance, transfer or sale of all or any part of the Property. This right is subject to the restrictions imposed encumbrance, transfer or sale of all or any part of the Property. This right is subject to the restrictions imposed Property,

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

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

C. There is a change in ownership of more than 25 percent of the voting stock of a corporation or similar B. There is a change in either the identity or number of members of a partnership or similar entity.

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

10. WARRANTIES AND REPRESENTATIONS. Mortgagor makes to Lender the following warranties and

Mortgagor operates. Mortgagor has the power and authority to enter into this transaction and to carry on A. Power. Mortgagor is duly organized, and validly existing and in good standing in all jurisdictions in which representations which will continue as long as this Security Instrument is in effect;

jurisdiction in which Mortgagor operates. Lotd aut strument and the obligation B. Authority. The execution, delivery and performance of this Security instrument and the obligation Mortgagor's business or activity as it is now being conducted and as applicable, is qualified to do so in each

Mortgagor is or any of Mortgagor's property is subject. governmental agency, and will not violate any agreement to which Mortgagor is a party or to which evidenced by this Security instrument are within Mortgagor's powers, have been duly authorized, have received all necessary governmental approval, will not violate any provision of law, or order of court or

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

Such replacement of personal property will be deemed subject to the agreement or other encumbrance. property at least equal in value to the replaced personal property, free from any title retention device, security Property that become worn or obsolete, provided that such personal property is replaced with other personal consent except that Mortgagor has the right to remove items of personal property comprising a part of the No portion of the Property will be removed, demolished or materially altered without Lender's prior written claims, and actions against Mortgagor, and of any loss or damage to the Property.

without Lender's prior written consent. security interest created by this Security Instrument. Mortgagor will not partition or subdivide the Property

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

preclude Lender from exercising any of Lender's other rights under the law or this Security Instrument. It any right to perform for Mortgagor will not create an obligation to perform, and Lender's failure to perform will not Lender as attorney in fact to sign Mortgagor's name or pay any amount necessary for performance. Lender's Security Instrument, Lender may, without notice, perform or cause them to be performed. Mortgagor appoints 12. AUTHORITY TO PERFORM. If Mortgagor fails to perform any duty or any of the coverants contained in this

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 or Borrower fail to make a payment in full when due.
 - B. Insolvency or Bankruptcy. The death, dissolution or insolvency of, appointment of a receiver by or on behalf of, application of any debtor relief law, the assignment for the benefit of creditors by or on behalf of, the voluntary or involuntary termination of existence by, or the commencement of any proceeding under any present or future federal or state insolvency, bankruptcy, reorganization, composition or debtor relief law by or against Mortgagor, Borrower, or any co-signer, endorser, surety or guarantor of this Security Instrument or any other obligations Borrower has with Lender.
 - 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 document relating to the Secured Debts.
 - 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
 - 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 property of
 - N. Insecurity. Lender reasonably believes that Lender is insecure.
- 14. REMEDIES. On or after default, Lender may use any and all remedies Lender has under state or federal law or in any document rela<mark>ting to the Secured Debts. Any amounts advanced on Mortgagor's behalf will be</mark> 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 or any other document relating to the Secured Debts. 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. In addition, to the extent permitted by the United States Bankruptcy Code, Mortgagor agrees to pay the reasonable attorneys' fees incurred by Lender to protect Lender's rights and interests in connection with any bankruptcy proceedings initiated by or against Mortgagor.
- 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, 42 U.S.C. 9601 et seq.), 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.

may include coverages not originally required of Mortgagor, may be written by a company other than one Mortgagor would choose, and may be written at a higher rate than Mortgagor could obtain if Mortgagor 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. 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

payments and will be applied as provided in this Security Instrument. This assignment of proceeds is subject to the terms of any prior mortgage, deed of trust, security agreement or other lien document. with a condemnation or other taking of all or any part of the Property. Such proceeds will be considered actions or claims. Mortgagor assigns to Lender the proceeds of any award or claim for damages connected

or public entities to purchase or take any or all of the Property through condemnation, eminent domain, or any other means. Mortgagor authorizes Lender to intervene in Mortgagor's name in any of the above described 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

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 expenses, including without limitation all costs of litigation and attorneys' fees, which Lender and Lender's losses, claims, demands, liabilities, damages, cleanup, response and remediation costs, penalties and Mortgagor will indemnify and hold Lender and Lender's successors or assigns harmless from and against all

K. As a consequence of any breach of any representation, warranty or promise made in this section, (1) at Mortgagor's expense.

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

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

Mortgagor and any tenant are in compliance with applicable Environmental Law.

of any Hazardous Substance that has been released on, under or about the Property; or (3) whether or not any Hazardous Substance on, under or about the Property; (2) the existence, location, nature, and magnitude 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 occurs on, under or about the Property or migrates or threatens to migrate from nearby property; or (2) there C. Mortgagor will immediately notify Lender if (1) a release or threatened release of Hazardous Substance

- 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.
- Except to the extent prohibited by law, Mortgagor waives all rights of valuation and 21. WAIVERS. appraisement relating to the Property.
- 22. OTHER TERMS. The following are applicable to this Security Instrument:
 - A. Line of Credit. The Secured Debts include a revolving line of credit provision. Although the Secured Debts may be reduced to a zero balance, this Security Instrument will remain in effect until the Secured Debts and all underlying agreements have been terminated in writing by Lender.
- 23. APPLICABLE LAW. This Security Instrument is governed by the laws of Indiana, except to the extent otherwise required by the laws of the jurisdiction where the Property is located, and the United States of
- 24. JOINT AND INDIVIDUAL LIABILITY AND SUCCESSORS. Each Mortgagor's obligations under this Security Instrument are independent of the obligations of any other Mortgagor. Lender may sue each Mortgagor individually or together with any other Mortgagor. Lender may release any part of the Property and Mortgagor will still be obligated under this Security Instrument for the remaining Property. The duties and benefits of this Security Instrument will bind and benefit the successors and assigns of Lender and Mortgagor.
- 25. AMENDMENT, INTEGRATION AND SEVERABILITY. This Security Instrument may not be amended or modified by oral agreement. No amendment or modification of this Security Instrument is effective unless made in writing and executed by Mortgagor and Lender. This Security Instrument and any other documents relating to the Secured Debts are the complete and final expression of the agreement. If any provision of this Security Instrument is unenforceable, then the unenforceable provision will be severed and the remaining provisions will still be enforceable.
- 26. INTERPRETATION. Whenever used, the singular includes the plural and the plural includes the singular. The section headings are for convenience only and are not to be used to interpret or define the terms of this Security Instrument.
- 27. NOTICE, FINANCIAL REPORTS, ADDITIONAL DOCUMENTS AND RECORDING TAXES. 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 Mortgagor will be deemed to be notice to all Mortgagors. 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 pay all expenses, charges and taxes in connection with the preparation and recording of this Security Instrument. 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, and Mortgagor agrees to pay all expenses, charges and taxes in connection with the preparation and recording thereof. 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:

LAKE COUNTY TRUST COMPANY, AS TRUSTEE UNDER THE PROVISIONS OF A TRUST AGREEMENT DATED MAY 25 1995 AND KNOWN AS TRUST NO. 4632

Authorized Signer

	(Writing to appring)
•	ACKNOWLEDGMENT

	(Vtario) s'vaetoM)				
	(Notary Public)	xpires:	Mγ commission e		
1,	d instrument of the Trus	execution of the annexe	scknowledged the e	Trust	4632 a
AND KNOWN AS TRUST NO.	DATED MAY 25, 1995	TRUST AGREEMENT [A 40 SNOISIVOR9	THE	NNDER
UST COMPANY, AS TRUSTEE	- of LAKE COUNTY TR	rengi2 besirodtuA	,		
to yeb sidt	, a Notary Public			'əш	Before
's:	OE	,	OF		

(Norary s County)

Merrillville, Indiana 464 This instrument was prepared by Thomas J. Wilk, Vice President , Centier Bank, 600 East 84th Ave.,

the Lake County Recorder!

Document is NOT OFFICIAL! This Document is the property of This Mortgage is executed by LAKE COUNTY TRUST COMPANY, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said LAKE COUNTY TRUST COMPANY, hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in said principal note contained shall be construed as creating any liability on said Lake County Trust Company personally to pay the said principal note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant, either express or implied herein contained, all such liability, if any, being expressly waived by Mortgagee and by every person now or hereafter claiming any right or security hereunder, and that so far as said Lake County Trust Company personally is concerned, the legal holder or holders of said principal notes and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby mortgaged for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said principal notes provided or by action to enforce the personal liability of the guarantor, if any.

Nothing contained herein shall be construed as creating any liability on LAKE COUNTY TRUST COMPANY, 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. LAKE COUNTY TRUST COMPANY, personally is not a "Transferor" under the Act and makes no representation 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 its own knowledge and specifically exculpates itself from any liabilities, responsibilities or damages as a result of including any warranty in this instrument.

IN WITNESS WHEREOF, LAKE COUNTY TRUST COMPANY, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Trust Officer this 10th day of June, 2005.

LAKE COUNTY TRUST COMPANY, not personally but as Trustee under the provisions of a Trust Agreement dated May 25, 1995, and known as Trust No. 4632.

By: Flame M. Sievers, Trust Officer

STATE OF INDIANA

COUNTY OF LAKE

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Officer of the Lake County Trust Company, who acknowledge the execution of the foregoing instrument as the free and voluntary act of said corporation, and as her free and voluntary act, acting for such corporation as Trustee.

Witness my hand and seal this 10th day of June, 2005.

SS:

He≰ta Payo, Notary Public

My Commission Expires: 10-11-07

Resident of Lake County, Indiana.

EXHIBIT "A"

Parcel i:

Part of Lot 1, Southlake Industrial Park 2nd Addition, Lots 1,2,3 and 4, as shown in Plat Book 66 page 14 in the Office of the Recorder of Lake County, Indiana, described as follows: Beginning at the Southwest corner of sald lot 1; thence North 07 degrees 33 minutes 05 seconds West along the Easterly right of way line of Interstate Highway 65, a distance of 188.47 feet; thence North 89 degrees 36 minutes 59 seconds East, 317.58 feet to the East line of said Lot 1; thence South 00 degrees 40 minutes 13 seconds East along said East line, 157.00 feet to the North line of 86th place; thence Northwesterly along a curve to the right with a radius of 15 feet a distance of 13.91 feet; thence Westerly along a curve to the left with a radius of 60 feet a distance of 149.88 feet to the South line of said Lot 1; thence South 89 degrees 36 minute 59 seconds West, 174.85 feet more or less to the point of beginning.

Parcel II:

Part of Lot 1, Southlake Industrial Park 2nd Addition, Lots 1,2,3 and 4, as shown in Plat Book 66 page 14, in the Office of the Recorder of Lake County, Indiana, described as follows: Commencing at the Southwest corner of said Lot 1; thence North 07 degrees 33 minutes 05 seconds West along the Easterly right of way line of Interstate Highway No 65 a distance of 188.47 feet to the point of beginning; thence North 89 degrees 36 minutes 59 seconds East, 317.58 feet to the East line of said Lot 1; thence North 00 degrees 40 minutes 13 seconds West along said East line 90.0 feet; thence South 89 degrees 36 minutes, 59 seconds West, 328.45 feet to the West line of said Lot 1, thence South 07 degrees 33 minutes 05 seconds East, 90.71 feet more or less to the point of beginning.

Parcel III:

This Document is the property of

NOTOFFICIALE

Part of Lot 1, Southlake Industrial Park 2nd Addition, Lots 1,2,3 and 4, as shown in Plat Book 66 page 14, in the Office of the Recorder of Lake County, Indiana, described as follows: Commencing at the Southwest corner of said Lot 1; thence North 00 degrees 33 minutes 05 seconds West along the Easterly right of way line of Interstate Highway No 65 a distance of 279.18 feet to the point of beginning; thence North 83 degrees 36 minutes 59 seconds East, 328.45 feet to the East line of said to 1; thence North 00 degrees 40 minutes 13 seconds West along said East line 151.92 feet; thence South 89 degrees 36 minutes 59 seconds West, 346.80 feet to the West line of said Lot 1; thence South 07 degrees 33 minutes 05 seconds East, 153.11 feet more or less to the point of beginning.