

2007 099167

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

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MICHAEL A. BROWN  
RECORDER

### REAL ESTATE MORTGAGE AND SECURITY AGREEMENT (IN)

WHEN RECORDED RETURN TO: 1ST SOURCE BANK  
Commercial Loan Services  
P.O. Box 1602  
→ South Bend, Indiana 46634

THIS REAL ESTATE MORTGAGE AND SECURITY AGREEMENT is dated December 6, 2007. **MICHAEL T. BROVIAK**, with the principal office (or residence address in the case of individuals) located at **3509 Marine Drive, Crown Point, IN 46307**, ("Borrower") and **BONNIE L. BROVIAK, Husband and Wife**, with the principal office (or residence address in the case of individuals) located at **3509 Marine Drive, Crown Point, IN 46307**, jointly and severally ("Mortgagor(s)") hereby

GRANTS A SECURITY INTEREST IN AND MORTGAGES AND WARRANTS TO 1ST SOURCE BANK

a financial institution with principal offices located at 100 North Michigan Street, South Bend, Indiana 46601, its successors and assigns ("1st Source"), the real estate more particularly described on Exhibit A attached hereto and incorporated herein located in Lake County, State of Indiana, including the buildings, structures, improvements, easements, appurtenances, accessions and fixtures now or hereafter attached to or used in connection with said real estate together with all rents, income, profits and proceeds therefrom, including without limitation insurance proceeds and proceeds from any condemnation or eminent domain actions, and together with all mineral, oil and gas rights unless specifically excluded in the Additional Provisions, Section 23 (all called the "Property").

This Mortgage is given in consideration and to secure payment and performance of all indebtedness and obligations of **M.T. BROVIAK, LLC AND MICHAEL T. BROVIAK D/B/A BROVIAK CONSTRUCTION** (The "Borrower") now or hereafter owing to 1st Source, including, but not limited to, future advances up to a maximum amount of **\$240,000.00**, and all obligations of Borrower under all notes, mortgages, security agreements, assignments, leases, guaranties and any other agreements or documents heretofore or hereafter executed by Borrower including all interest, late charges, prepayment penalties and other amounts set forth in any such documents, whether such indebtedness or obligations be direct or indirect, absolute or contingent, primary or secondary, or related or unrelated to the Property or Borrower's financing thereof, and all partial or full extensions, renewals and modifications of the indebtedness and obligations (collectively called the "Indebtedness"). The Indebtedness includes but is not limited to the notes indicated herein.

<u>Date of Note</u>	<u>Original Principal Amount</u>	<u>Due Date of Last Installment</u>
<b>December 6, 2007</b>	<b>\$240,000.00</b>	<b>December 6, 2009</b>

Any provision for future advances contained herein shall not be interpreted as a commitment to lend such amount by 1st Source. 1st Source will base future lending decisions on many factors, including but not limited to Borrower's financial condition at the time of any such future advance request.

As additional security for the Indebtedness, Borrower and Mortgagor hereby grants to 1st Source a security interest in all of Borrower and Mortgagor's right, title, and interest in and to all existing and future leases (including all amendments thereof and all schedules thereto) of the Property or any portion thereof by Borrower and Mortgagor as lessor and all rents, income and profits arising therefrom, and all licenses, permits, agreements and contracts relating to the Property or any portion thereof and all other contract rights relating to and proceeds of any such leases, all of which are hereby assigned to 1st Source. Upon default by Borrower with respect to any Indebtedness, 1st Source may, in its sole discretion and without notice to Borrower and Mortgagor, take possession of the Property subject to any or all such leases and exercise all or any rights of Borrower and Mortgagor thereunder and may provide notification to lessees to pay rents directly to 1st Source and require Borrower and Mortgagor to provide such notification to lessees. Without the written consent of 1st Source, Borrower and Mortgagor will not

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cancel, accept a surrender of, modify, consent to an assignment of lessee's interest under, or make or suffer to exist any other assignment or disposition of any such lease, or any interest of Borrower and Mortgagor therein, and will not collect or accept any payment of rent or any other amount thereunder more than one month prior to the time when the same shall become due and payable under the terms thereof. Borrower and Mortgagor will pay and perform all obligations and covenants required of it by the terms of any such lease. If Borrower defaults in the payment or performance of any obligation or covenant under any such lease, then 1st Source shall have the right, but shall have no obligation, to pay or perform the same on behalf of Borrower and Mortgagor, and all sums expended by 1st Source in connection therewith shall become part of the Indebtedness, payable by Borrower to 1st Source upon demand, with interest per annum at three percent (3%) in excess of the Prime Rate. In this Mortgage, "Prime Rate" shall mean the Prime Rate as published in the *Wall Street Journal*, and which is described as the base rate on corporate loans at large U.S. money center commercial banks, as such rate may vary from time to time. If such base rate is expressed in a range in said publication, the higher rate of the reported range will apply. In the event the *Wall Street Journal* ceases to publish a Prime Rate, 1st Source shall use a similar source to determine said Prime Rate. The interest rate will be adjusted with each published change of the Prime Rate. Borrower and Mortgagor represents that it has provided copies of all existing leases related to the Property to 1st Source and that it has not executed any prior assignments of any of its rights under such leases to any party other than 1st Source, and covenants that it will promptly forward copies of all future leases (including all amendments thereof and all schedules thereto) to 1st Source.

Borrower and Mortgagor hereby authorizes 1st Source to file any financing or fixture filing statements as deemed advisable by 1st Source in the appropriate state or local offices on behalf of the Borrower and Mortgagor in connection herewith.

Borrower and Mortgagor further represents, warrants, covenants and agrees as follows:

1. To cause Borrower to perform and pay the Indebtedness, including interest, in accordance with the terms of the documents evidencing the Indebtedness.
2. That Borrower and Mortgagor owns the Property and has good and marketable title to the Property free and clear of all liens and encumbrances except liens and encumbrances granted to 1st Source, utility easements and restrictive covenants acceptable to 1st Source, and those liens and encumbrances otherwise acceptable to 1st Source.
3. That all information concerning Borrower and Mortgagor, the Property, and any guarantor of the Indebtedness furnished to 1st Source in connection with this mortgage transaction is true and correct in all material respects and no omission or misrepresentation of material fact renders said information misleading; that the execution, delivery, and performance of this Mortgage by Borrower and Mortgagor does not violate any law or requirement binding upon Borrower and Mortgagor or require the approval of any third party; that this Mortgage constitutes the valid and binding obligation of Borrower and Mortgagor, enforceable in accordance with its terms; and that there are no pending or threatened proceedings or arbitration before any court, agency, or other person or body which may adversely affect the Borrower and Mortgagor or the Property.
4. That there have not been, and will not be, released into, or deposited upon or below the surface of or into any water systems on or below the surface of, the Property any toxic or hazardous substance, waste, or material or any pollutant (collectively called "Hazardous Substance"), and no building, structure or improvement, including storage tanks of any sort, on the Property or any appurtenance, accession, or fixture thereto contains or will contain any Hazardous Substance in excess of any limit allowed under federal or state law or is constructed or will be constructed of any material which is a Hazardous Substance; that no enforcement actions have been commenced or threatened and no notices have been received by Mortgagor or Borrower in any way relating to the environment or discharges into the environment, and Borrower and Mortgagor has forwarded and will promptly forward to 1st Source copies of all notices and documents with respect to the Property sent to or received from federal or state environmental agencies; that Borrower and Mortgagor shall defend, indemnify and hold 1st Source harmless from any and all loss, cost, expense, damage or claim, of whatever nature, including but not limited to, attorneys' fees, legal assistants' fees, legal expenses and cleanup costs, paid or incurred by 1st Source, or its directors, officers, employees or agents, which arise out of any misrepresentation or inaccuracy contained in or breach of this Section 4 or out of any environmental claim brought against Borrower and Mortgagor or 1st Source pertaining to the Property, and including, but not limited to, all costs of realizing upon and enforcing this indemnification; and that this indemnification and hold harmless agreement shall include, but not be limited to, any liability arising out of environmental impairment, pollution or contamination of or to the Property or the soils or groundwater thereof, the disposition of any Hazardous Substances on or off the Property, any claims in the nature of toxic tort, fear of illness or other health related claims and any claim relating to potentially responsible party status at any disposal, storage, recycling or reclamation site to which soils or other materials were taken during or after operations conducted on the Property, and any expenses of clean-up, disposition of any hazardous waste or hazardous substance, removal of any underground storage tanks and the disposition of the same whether such expenses are incurred prior to or after an order is entered against the Property or Borrower and Mortgagor by any administrative agency or court.
5. If Borrower and Mortgagor is a corporation or partnership, Borrower and Mortgagor is duly organized, validly existing and in good standing and existence in the state where it was organized and in such states where it is required to be registered to do business; that Borrower and Mortgagor has full power and authority to carry on its business as presently conducted and to enter into and perform its obligations under this Mortgage; and that the execution, delivery, and performance of this Mortgage by Borrower and Mortgagor have been duly authorized by appropriate corporate or partnership action and will not violate Borrower and Mortgagor's articles of incorporation, or by-laws, or operation agreement, or partnership agreement, or require the approval of its shareholders.



6. To pay, when due, all taxes, assessments, insurance premiums and other charges (all called the "Charges") relating to the Property before the same become delinquent and will deliver to 1st Source satisfactory evidence of payment; that upon request by 1st Source, Borrower and Mortgagor will, each month, in addition to any payments required on the Indebtedness, pay a sum equal to one-twelfth of the amount estimated by 1st Source from time to time to be sufficient to enable 1st Source to pay the Charges (calculated on an annual basis) at least thirty (30) days before they shall become due and upon demand by 1st Source, Borrower and Mortgagor will pay such additional sums required to make up any deficiency in the amount necessary to enable 1st Source to fully pay such Charges when due; that such sums may be commingled with the general funds of 1st Source, and no interest shall be payable to Borrower and Mortgagor with respect thereto; and that upon the occurrence of an event of default, as hereinafter defined, 1st Source may apply any funds of Borrower and Mortgagor then held under this Section 6 against the Indebtedness in such manner as 1st Source shall determine.

7. To cause all buildings, structures, improvements, fixtures and other insurable parts of the Property to be insured at all times against loss or damage by fire, windstorm and such other hazards as 1st Source from time to time may require, in such amounts and with such insurers as are acceptable to 1st Source, and Borrower and Mortgagor will cause all premiums on such insurance to be paid when due; that each insurance policy shall provide that loss shall be payable to 1st Source and shall be in form acceptable to 1st Source; that Borrower and Mortgagor shall, promptly upon 1st Source's request, deliver to 1st Source copies of all insurance policies or other evidence of insurance as is acceptable to 1st Source; that each such policy shall provide that at least twenty (20) days' prior written notice of any modification or cancellation shall be given to 1st Source by the insurer; that each renewal of each such policy shall be delivered to 1st Source at least fifteen (15) days prior to its expiration; and that upon foreclosure of this Mortgage, or other transfer of the Property in full satisfaction of the Indebtedness, all right, title and interest of Borrower and Mortgagor in and to any insurance policies then in force, including the right to any premium refund thereon, shall vest in the purchaser or grantee.

In the event of any loss of or damage to the Property, Borrower and Mortgagor will give immediate notice to 1st Source and 1st Source shall have the right to make proof of such loss or damage, if Borrower and Mortgagor does not promptly do so. All proceeds payable under any insurance policy, whether or not endorsed payable to 1st Source, shall be payable directly to 1st Source. 1st Source is authorized to settle, adjust, or compromise any claims for loss or damage under any such policy.

In addition to the other insurance coverage required under the provisions of this Mortgage, Borrower and Mortgagor agrees that if 1st Source determines at any time that any portion of the Property is located in an area designated as a flood hazard area under the National Flood Insurance Program of the U.S. Department of Housing and Urban Development's Federal Insurance Administration, then 1st Source may require at any time that flood insurance be obtained and thereafter kept in force and maintained by Borrower and Mortgagor in accordance with the National Flood Insurance Act of 1968, as amended by the Flood Disaster Protection Act of 1973. Borrower and Mortgagor agrees to immediately purchase and thereafter keep in force, pay for and maintain such insurance during the term of this Mortgage upon request of 1st Source in an amount equal to the unpaid principal balance of the Indebtedness secured hereby or the maximum amount of coverage available, whichever is less. Borrower and Mortgagor shall immediately give to 1st Source written notice of any notice that it receives that the Property is in any way affected by the National Flood Insurance Program of the Department of Housing and Urban Development's Federal Insurance Administration, or such similar program as may hereafter exist.

8. To maintain the Property in good condition and repair; to not commit or suffer any waste; to not remove, demolish, or substantially alter any building, structure, improvement, or fixture without the prior written consent of 1st Source; to comply with all laws and regulations of any authority applicable to the Property; and to promptly pay when due all charges for utilities and other services to the Property.

9. If Borrower and Mortgagor defaults in any of its covenants in Sections 6, 7 or 8, above, 1st Source shall have the right to pay the Charges, procure and maintain insurance, or cause such other covenant to be performed, and all sums expended by 1st Source in connection therewith shall become part of the Indebtedness and a lien upon the Property, payable by Borrower and Mortgagor to 1st Source upon demand, with interest per annum at three percent (3%) in excess of the Prime Rate. No such action by 1st Source shall be deemed to relieve Borrower and Mortgagor from any default hereunder or impair any right or remedy of 1st Source, and the right of 1st Source to take such action shall be optional and not obligatory. 1st Source, and any persons 1st Source permits, shall have the right to enter upon the Property at reasonable times for the purpose of inspecting, maintaining or taking any other action pursuant to the preceding sentence. Borrower's failure to pay the Charges when due, or to procure and maintain insurance, or to cause such other covenants to be performed, shall constitute waste and shall entitle 1st Source to the appointment by a court of competent jurisdiction of a receiver of the Property for the purpose of preventing such waste, which receiver, subject to the order of the court, may collect the rents, income and profits from the Property and exercise such control over the Property as the court shall order.

10. If all or any part of the Property is taken, whether temporarily or permanently, under power of eminent domain or by condemnation, the entire proceeds of the award or other payment in relief therefor shall be paid directly to 1st Source, which shall render any surplus, after payment in full of the Indebtedness and all expenses, including attorneys' fees, legal assistants' fees and all legal expenses, to Borrower and Mortgagor.

11. Upon the occurrence of any of the following events of default by Mortgagor or Borrower, the Indebtedness shall, at the option of 1st Source, become immediately due and payable without notice or demand:

(a) Borrower defaults in the payment of all or part of any installment of interest, principal, or premium (if any) on the Indebtedness when the same shall become due (whether by acceleration or otherwise), or defaults in the payment of any other obligation to 1st Source whether now existing or hereafter incurred.

(b) Borrower and Mortgagor, without the written consent of 1st Source, sells, conveys, or transfers the Property, or any portion of the Property, or any interest in the Property, or any rents, income or profits from the Property, or creates or suffers to exist any lien or other encumbrance or any writ of attachment, garnishment, execution, or other legal process to be placed upon the Property, or any portion of the Property, or any interest in the Property, or any rents, income or profits from the Property, except in favor of 1st Source, or if any part of the Property shall be transferred by operation of law.

(c) All or any material part of the Property is damaged or destroyed by fire or other casualty, regardless of insurance coverage therefor, or is taken by condemnation or power of eminent domain.

(d) Borrower does not pay principal or interest on any other indebtedness for borrowed money when due.

(e) Any representation or warranty made in any document, agreement, or instrument, or any amendment or supplement thereto, delivered to or for the benefit of 1st Source by any person relating to the Indebtedness, including without limitation this mortgage (the "Loan Documents") or otherwise in writing furnished in connection therewith shall be false or inaccurate in any material respect when made.

(f) Any one or more of the covenants or agreements contained in any of the Loan Documents is violated, or any other default occurs under any of the Loan Documents.

(g) Any judgments are rendered against Borrower or Borrower agrees to settle any claim asserted in any litigation or proceeding, except is covered by insurance.

(h) Borrower or any guarantor of the obligations of Borrower to 1st Source dies, dissolves, becomes insolvent, makes an assignment for the benefit of creditors, applies to any court for the appointment of a trustee or receiver of any substantial part of its assets or commences any proceedings relating to itself under any bankruptcy, receivership, reorganization, arrangement, insolvency, readjustment of debt, dissolution or other liquidation law of any jurisdiction, or any application is filed or proceedings are commenced as described above against Borrower or any such guarantor or Borrower or any such guarantor indicates its approval, consent or acquiescence thereto, or an order is entered appointing such a trustee or receiver or adjudicating Borrower or any such guarantor as a bankrupt or an insolvent or approving the petition in any such proceedings and such order remains in effect for thirty (30) days.

(i) Any order is entered in any proceedings against Borrower or any such guarantor to create a dissolution or split-up thereof and such order remains in effect for thirty (30) days.

(j) Any enforcement action or other proceeding is commenced or notice is received by a Borrower and Mortgagor or Borrower in any way relating to the environment or discharges into the environment, or any claim is instituted against Borrower or Borrower and Mortgagor in the nature of torts in any way relating to the environment or discharges into the environment, including but not limited to toxic torts, fear of illness or other health related claim or claim relating to potentially responsible party status at any disposal, storage, recycling or reclamation site to which soils or other materials were taken during or after operations conducted on the Property which constitutes Collateral, or any order in any way relating to the environment or discharges into the environment is entered against the Borrower or Borrower and Mortgagor or any of its Property by any administrative agency or court;

(k) There occurs any material change in the nature of Borrower's business as carried on as of the date of this Security Agreement or in the financial condition or prospects of Borrower, which change would have a material adverse effect on the position of 1st Source.

12. 1st Source and its agents shall have the right to go upon and inspect the Property at any time to ascertain if Borrower and Mortgagor is complying with the terms of this Mortgage. 1st Source shall have all rights and remedies provided for in this Mortgage or otherwise permitted by law or in equity, including without limitation all of the rights and remedies of a secured party under the applicable Uniform Commercial Code statutes to the extent such statutes are applicable to collateral hereby granted. In addition, without limiting the foregoing, upon the occurrence of an event of default defined above, 1st Source shall have the right, and is hereby authorized:

(a) To take possession of the Property, and, to the extent permitted by law, to act as a receiver or have a receiver appointed for 1st Source's benefit with such powers as the court shall confer, to collect and receive all rents, income and profits, and other amounts that are due or shall hereafter become due under the terms of any leases, or other agreements, now or hereafter in effect, by which Borrower and Mortgagor is, or shall be, leasing or selling the Property or any portion thereof or any interest therein, and to exercise any other right or remedy of Borrower and Mortgagor under any such lease, or other agreement, provided, that 1st Source shall have no obligation to make any demand or inquiry as to the nature or sufficiency of any payment received, or to present or file any claim, or take any other action to collect or enforce the payment of any amounts to which 1st Source may become entitled hereunder, nor shall 1st Source be liable for any of the Borrower and Mortgagor's obligations under any such lease or other agreement.



(b) To cause the abstract of title, lien searches, tax histories, and federal tax lien and bankruptcy and judgment searches with respect to the Property to be certified to current date, or to procure new searches in case none was furnished to 1st Source, or to procure title insurance in the event that title insurance was furnished to 1st Source, and all sums expended therefor shall be part of the Indebtedness and shall bear interest per annum at three percent (3%) in excess of the Prime Rate.

(c) To foreclose this Mortgage by action pursuant to applicable laws, and all expenses including attorneys' and legal assistants' fees and legal expenses of foreclosure shall be additional Indebtedness secured hereby.

(d) To visit the Property and perform or cause to be performed environmental site investigations and assessments ("Site Assessments") on the Property for the purpose of determining whether there exists on the Property any environmental condition which could result in any liability, cost or expense to the owner or occupier of the Property. Such Site Assessments may include both above and below the ground testing as may be necessary to properly conduct the Site Assessments in the opinion of the persons conducting the Site Assessments (the "Site Reviewers"). Borrower and Mortgagor hereby covenants to supply to the Site Reviewers such historical and operational information regarding the Property as may be requested by the Site Reviewers to facilitate the Site Assessments and will make available for meetings with the Site Reviewers appropriate personnel having knowledge of such matters. The cost of performing all Site Assessments shall be paid by Borrower and Mortgagor within five days after demand by 1st Source, and thereafter shall bear interest per annum at three percent (3%) in excess of the Prime Rate.

13. 1st Source, at its option, may extend the time for the payment of the Indebtedness, or reduce the payment thereon, or accept a renewal note or notes therefor, without the consent of any endorser, guarantor or junior lien holder and without the consent of Borrower and Mortgagor if Borrower and Mortgagor has conveyed title to the Property; and any such extension, reduction or renewal shall not affect the priority of this Mortgage or impair the security hereof in any manner, or release, discharge, or affect in any manner the liability of Borrower, or any endorser or guarantor, to 1st Source. Any part of the Property may be released by 1st Source without affecting the lien and security interest hereby granted as to the remainder, and the security of this Mortgage shall not affect or be affected by any other security for the Indebtedness nor shall the taking of additional security release or impair the security hereof or the liability of Borrower, or any endorser or guarantor, for the Indebtedness.

14. Borrower and Mortgagor waives any and all right to have the Property and estates comprising the Property marshalled upon any foreclosure of the lien hereof, and agrees that any court having jurisdiction to foreclose such lien may order the Property sold as an entirety or in parcels.

15. Time is of the essence of this Mortgage and all rights and remedies of 1st Source under this Mortgage, whether or not exercisable only on default, shall be cumulative and in addition to those other rights provided by law and may be exercised from time to time, and no delay or omission by 1st Source in the exercise of any right or remedy shall waive that right or remedy, and no single or partial exercise of any right or remedy shall preclude other or further exercise of that right or remedy or the exercise of any other right or remedy. No waiver by 1st Source under this Mortgage shall be effective unless in writing.

16. Borrower and Mortgagor shall pay to 1st Source, on demand, any and all expenses, including attorneys' fees, legal assistants' fees and legal expenses, paid or incurred by 1st Source in protecting and enforcing the rights of and obligations to 1st Source under any provision of this Mortgage, including, without limitation, foreclosing this Mortgage.

17. In the event of the payment to 1st Source, of any rents, income, profits, proceeds of insurance, condemnation or eminent domain awards, or from sale of the Property at foreclosure, or otherwise coming to 1st Source under the provisions of this Mortgage, 1st Source shall have the right to apply such payment in such amounts and proportions as 1st Source shall in its sole discretion determine, to the costs and expenses paid or incurred by 1st Source, including attorneys' and legal assistants' fees and legal expenses, and to full or partial satisfaction of any or all of the Indebtedness, including any contingent or secondary obligations, whether or not the same shall then be due and payable by the primary obligor. In lieu of such application to the Indebtedness, 1st Source shall have the right, but not the obligation, to require all or part of the proceeds of insurance or condemnation or eminent domain award to be used to repair, restore or rebuild any part of the Property damaged or destroyed by reasons of the occurrence which gave rise to such payment.

18. All notices to Borrower and Mortgagor and 1st Source shall be deemed given when mailed by first class mail, postage prepaid, to the respective addresses of Borrower and Mortgagor and 1st Source as shown above or such other address as is provided by such notice, or if and when delivered personally.

19. Any provisions of this Mortgage prohibited or unenforceable under any applicable law shall be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Mortgage. All reference herein to this Mortgage shall include all amendments and modifications of the same.

20. The person executing this Mortgage on behalf of any Borrower and Mortgagor hereby personally represents and warrants to 1st Source that he or she is authorized to do so and that this Mortgage is fully enforceable against the Borrower and Mortgagor. For breach of this warranty, such persons shall be liable to 1st Source for all losses, damages and costs of collection of the same, including but not limited to attorneys' and legal assistants' fees and legal expenses.

21. This Mortgage shall run with the Property and inure to the benefit and bind 1st Source and Borrower and Mortgagor, their successors, assigns, heirs, and personal representatives. This Mortgage constitutes and is effective as a Uniform Commercial Code fixture filing. The terms of this Mortgage shall be interpreted, construed and governed by the internal laws, and not the law of conflicts, of the State of Indiana.

22. DUE TO THE HIGH COST AND TIME INVOLVED IN COMMERCIAL LITIGATION BEFORE A JURY, BORROWER WAIVES ALL RIGHT TO A JURY TRIAL ON ALL ISSUES IN ANY ACTION OR PROCEEDING RELATED HERETO OR TO THE TRANSACTIONS EVIDENCED HEREBY OR TO ANY DOCUMENTS EXECUTED IN CONNECTION HEREWITH, AND NO ATTEMPT SHALL BE MADE TO CONSOLIDATE, BY COUNTERCLAIM OR OTHERWISE, ANY SUCH ACTION OR PROCEEDING WITH ANY OTHER ACTION OR PROCEEDING IN WHICH THERE IS A TRIAL BY JURY OR IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED. TO INDUCE 1ST SOURCE TO MAKE LOANS AND PROVIDE OTHER FINANCIAL ACCOMMODATIONS TO BORROWER, BORROWER HEREBY AGREES THAT ALL CLAIMS, CAUSES OF ACTION OR OTHER ADJUDICABLE RIGHTS ARISING, DIRECTLY OR INDIRECTLY, OUT OF OR IN CONNECTION WITH THIS REAL ESTATE MORTGAGE AND SECURITY AGREEMENT, THE LOAN DOCUMENTS, OR ANY OTHER AGREEMENT WITH 1ST SOURCE, OR THE COLLATERAL, SHALL BE INSTITUTED AND LITIGATED ONLY IN COURTS HAVING LOCATION IN THE CITY OF SOUTH BEND, INDIANA AND BORROWER HEREBY CONSENTS TO JURISDICTION AND VENUE OF ANY STATE OR FEDERAL COURT IN SUCH LOCATION.

23. Additional Provisions: (attach separate sheets if necessary).

IN WITNESS WHEREOF, Borrower and Mortgagor(s) has executed this Mortgage as of the day and year first above written.

MORTGAGOR(S): **BONNIE L. BROVIAK**

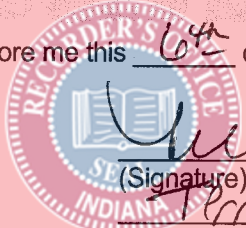
BORROWER: **MICHAEL T. BROVIAK**

X: *Bonnie L. Broviak*  
 Bonnie L. Broviak

X: *Michael T. Broviak*  
 Michael T. Broviak

STATE OF Indiana )  
 ) SS:  
 COUNTY OF Porter )

The foregoing Mortgage was acknowledged before me this 6<sup>th</sup> day of December, 2007, by **Michael T. Broviak and Bonnie L. Broviak**.



*Therry K. Seely*  
 (Signature)

**Therry K. Seely**, Notary Public

[SEAL]

My Commission Expires: 2/4/09 Res. of Porter County, IN

This instrument was prepared by Janice K. Ryan, Assistant Vice President, on behalf of 1st Source Bank, 100 N. Michigan Street, South Bend, IN 46601.

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law, Janice K. Ryan, Assistant Vice President.

**EXHIBIT A**

**Legal Description of Real Estate**

The land referred to in this Real Estate Mortgage and Security Agreement is located in the County of **Lake**, State of Indiana, and described as follows:

Lot Numbered 326 as shown on the recorded plat of Lakes of the Four Seasons, Unit No. 2 recorded in Plat Book 37, page 76 in the Office of the Recorder of Lake County, Indiana.

**Commonly known as: 4133 Augusta Drive, Crown Point, IN 46307**

**BANK USE ONLY:**

**Borrower: M.T. BROVIAK, LLC AND MICHAEL T. BROVIAK D/B/A BROVIAK CONSTRUCTION**  
**Customer Key Number: 262712**

