

#1458

MORGAGE As noted above, Lease-
purchase for the municipal services facility
to Chicorp Financial Service, Inc. of IL.

9100026

MORTGAGE

THIS INDENTURE WITNESSETH, that LIBERTY NATIONAL LEASING COMPANY, a national banking association ("Mortgagor") of Jefferson County, Kentucky, MORTGAGES AND WARRANTS to CHICORP FINANCIAL SERVICES, INC., a Delaware corporation ("Mortgagee") the following described real estate located in St. Joseph County, Indiana, commonly known as 1045 West Sample Street, South Bend, St. Joseph County, Indiana 46619.

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The Legal Description is as follows:

See Exhibit "A" attached hereto and made a part hereof.

together with all rights, privileges, interest, easements, appurtenances, improvements and fixtures now or hereafter located upon or appertaining to such real estate (collectively referred to as the "Mortgaged Premises"), and all rents, issues, income and profits thereof, to secure the payment, when due of all obligations of the City of South Bend, Indiana (hereafter referred to as "Tenant") under a Real Property Lease/Purchase Agreement by and between the Mortgagor and the Tenant and dated December 26, 1990 (hereafter the "Lease Agreement"), all rights, title and interest of the Mortgagor to any rents or income payable by the Tenant or its successor or assigns, per the terms of the Lease Agreement having been assigned to the Mortgagee by the Mortgagor per the terms of a certain Assignment of Rents and Income of even date herewith (hereafter the "Assignment").

The Mortgagor covenants and agrees with the Mortgagee that:

FIRST. That until said lease obligations are paid in full or until such time as the Mortgagee assumes possession of the Mortgaged Premises as provided herein, the Mortgagor shall perform its obligations as Lessor as set forth in the Lease Agreement.

SECOND. Upon any default by the Tenant as defined in the Lease Agreement, the Mortgagee shall have such rights as reserved to the Mortgagor under the Lease Agreement and this Mortgage may be foreclosed consistent with said rights.

All rights and remedies of the Mortgagee hereunder are subject to and subordinate to the rights of the Tenant pursuant to the terms of the Lease Agreement. No waiver of any default or failure or delay to exercise any right or remedy by the Mortgagee shall operate as a waiver of any other default or of the same default in the future or as a waiver of any right or remedy with respect to the same or any other occurrence.

THIRD. The Mortgagor shall not sell, assign or otherwise transfer ownership of the Mortgaged Premises or create or permit to exist any other liens or encumbrances on the Mortgaged Premises, or any part thereof, without the prior written consent

of the Mortgagee, which said consent shall not be unreasonably withheld.

FOURTH. That all agreements of the Mortgagor herein recited are made for the benefit of the Mortgagee and any assignee of this Mortgage or of the debt aforescribed, or any part thereof.

FIFTH. All rights and obligations of the Mortgagor hereunder shall be binding upon its successors, assigns and legal representatives and shall inure to the benefit of the Mortgagee and its successors, assigns and legal representatives.

IN WITNESS WHEREOF, the Mortgagor has executed this Mortgage on this the 26th day of December, 1990

LIBERTY NATIONAL LEASING COMPANY

By: *Steven Shairo*
Its: VICE PRESIDENT
STEVEN SHAIRO

ST. JOSEPH CO. RECORDER
FILE NO. _____
MARIANNE SEACH
RECORDER
JAN 2 10 16 AM '91
ST. JOSEPH CO.
INDIANA
FILED FOR RECORD

STATE OF KENTUCKY)
) SS:
 COUNTY OF JEFFERSON)

Before me, a Notary Public, in and for said County and State, appeared STEVEN SHAPIRO, as VICE PRESIDENT, for and on behalf of Liberty National Leasing Company who stated that he is authorized to execute this mortgage for said Liberty National Leasing Company, and who, having been duly sworn, acknowledged the execution of the foregoing Mortgage.

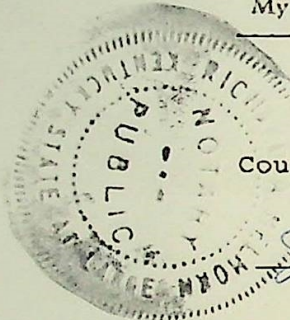
WITNESS my hand and Notarial Seal this the 27 day of December, 1990.

My Commission Expires:

Richard A. Melhorn
 Notary Public

Notary Public, State at Large, KY.
 My commission expires Dec. 21, 1993

RICHARD A. MELHORN
 Printed



County of Residence:

Jefferson

This instrument prepared by Charles R. Hug, Attorney at Law.

Key No.: 18-3064-247401

EXHIBIT "A"

A part of Parcel 2 in the "Inner Belt Industrial Park" a Subdivision in the Southeast and Southwest Quarters (1/4) of Section Eleven (11) and the Northeast Quarter (1/4) of Section Fourteen (14) all in Township Thirty-seven (37) North, Range Two (2) East, the Plat of which is recorded in Plat Book 21, page 1 in the Office of the Recorder of said County and State, which is more specifically described as follows: Beginning at a point 428.71 feet East of the Southwest corner of said Parcel 2; thence West 428.71 feet; thence North 743.76 feet; thence East 428.71 feet; thence South 745.03 feet to the place of beginning.

9100026

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CITY OF SOUTH BEND
DEPT. OF LAW

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