

2006 DEC -5 AM 9:22

MICHAEL A. BROWN
RECORDER

2006 106690

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Return to: Centier Bank, 600 E. 84th Ave., Merrillville,
Indiana 46410

Space Above This Line For Recording Data

MORTGAGE

(With Future Advance Clause)

DATE AND PARTIES. The date of this Mortgage (Security Instrument) is November 30, 2006.
The parties and their addresses are:

MORTGAGOR:

OLTHOF HOMES, L.L.C.
An Indiana Limited Liability Company
8051 WICKER AVENUE, SUITE A
ST. JOHN, Indiana 46373

LENDER:

CENTIER BANK
Organized and existing under the laws of Indiana
600 EAST 84TH AVENUE
MERRILLVILLE, Indiana 46410

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 14325 WICKER AVENUE, CEDAR LAKE, Indiana 46303-9328.

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, all water and riparian rights, wells, ditches and water stock, 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. The term "Secured Debts" includes and this Security Instrument will secure each of the following:

A. Specific Debts. The following debts and all extensions, renewals, refinancings, modifications and replacements. A promissory note or other agreement, No. 47425, dated November 30, 2006, from Mortgagor 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.

OLTHOF HOMES, L.L.C.
Indiana Mortgage
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B. All Debts. All present and future debts from Mortgage 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 Mortgage'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 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. Mortgage 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. Mortgage warrants that Mortgage 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. Mortgage 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, Mortgage 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 Mortgage 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. Mortgage will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, utilities, and other charges relating to the Property when due. Lender may require Mortgage to provide to Lender copies of all notices that such amounts are due and the receipts evidencing Mortgage's payment. Mortgage will defend title to the Property against any claims that would impair the lien of this Security Instrument. Mortgage agrees to assign to Lender, as requested by Lender, any rights, claims or defenses Mortgage may have against parties who supply labor or materials to maintain or improve the Property.

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 by federal law (12 C.F.R. 591), as applicable.

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

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

B. Authority. The execution, delivery and performance of this Security Instrument and the obligation evidenced by this Security Instrument are within Mortgage'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 Mortgage is a party or to which Mortgage is or any of Mortgage's property is subject.

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

11. PROPERTY CONDITION, ALTERATIONS AND INSPECTION. Mortgagor will keep the Property in good condition and make all repairs that are reasonably necessary. Mortgagor will not commit or allow any waste, impairment, or deterioration of the Property. Mortgagor will keep the Property free of noxious weeds and grasses. Mortgagor agrees that the nature of the occupancy and use will not substantially change without Lender's prior written consent. Mortgagor will not permit any change in any license, restrictive covenant or easement without Lender's prior written consent. Mortgagor will notify Lender of all demands, proceedings, claims, and actions against Mortgagor, 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 Mortgagor 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. Mortgagor 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 Mortgagor 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 Mortgagor will in no way rely on Lender's inspection.

12. AUTHORITY TO PERFORM. If Mortgagor 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. Mortgagor appoints Lender as attorney in fact to sign Mortgagor's name or pay any amount necessary for performance. Lender's right to perform for Mortgagor 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. ASSIGNMENT OF LEASES AND RENTS. Mortgagor assigns, grants, bargains, conveys, mortgages and warrants to Lender as additional security all the right, title and interest in the following (Property).

A. Existing or future leases, subleases, licenses, guaranties and any other written or verbal agreements for the use and occupancy of the Property, including but not limited to any extensions, renewals, modifications or replacements (Leases).

B. Rents, issues and profits, including but not limited to security deposits, minimum rents, percentage rents, additional rents, common area maintenance charges, parking charges, real estate taxes, other applicable taxes, insurance premium contributions, liquidated damages following default, cancellation premiums, "loss of rents" insurance, guest receipts, revenues, royalties, proceeds, bonuses, accounts, contract rights, general intangibles, and all rights and claims which Mortgagor may have that in any way pertain to or are on account of the use or occupancy of the whole or any part of the Property (Rents).

In the event any item listed as Leases or Rents is determined to be personal property, this Assignment will also be regarded as a security agreement. Mortgagor will promptly provide Lender with copies of the Leases and will certify these Leases are true and correct copies. The existing Leases will be provided on execution of the Assignment, and all future Leases and any other information with respect to these Leases will be provided immediately after they are executed. Mortgagor may collect, receive, enjoy and use the Rents so long as Mortgagor is not in default. Mortgagor will not collect in advance any Rents due in future lease periods, unless Mortgagor first obtains Lender's written consent. Upon default, Mortgagor will receive any Rents in trust for Lender and Mortgagor will not commingle the Rents with any other funds. When Lender so directs, Mortgagor will endorse and deliver any payments of Rents from the Property to Lender. Amounts collected will be applied at Lender's discretion to the Secured Debts, the costs of managing, protecting and preserving the Property, and other necessary expenses. Mortgagor agrees that this Security Instrument is immediately effective between Mortgagor and Lender and effective as to third parties on the recording of this Assignment. As long as this Assignment is in effect, Mortgagor warrants and represents that no default exists under the Leases, and the parties subject to the Leases have not violated any applicable law on leases, licenses and landlords and tenants. Mortgagor, at its sole cost and expense, will keep, observe and perform, and require all other parties to the Leases to comply with the Leases and any applicable law. If Mortgagor or any party to the Lease defaults or fails to observe any

16. 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 happens again.

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

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 may be available on Mortgagor's default.

15. REMEDIES. On or after default, Lender may use any and all remedies Lender has under the Secured Debts. Lender may make a claim for any and all insurance benefits or refunds that on Mortgagor's behalf will be immediately due and may be added to the balance owing under state or federal law or in any document relating to the Secured Debts. Any amounts advanced

payment or performance of the Secured Debts is impaired for any reason.
N. Insecurity. Lender determines in good faith that a material adverse change has occurred in Mortgagor's financial condition from the conditions set forth in Mortgagor's most recent financial statement before the date of this Security Instrument or that the prospect for

M. Material Change. Without first notifying Lender, there is a material change in Mortgagor's business, including ownership, management, and financial conditions.
L. Property Value. Lender determines in good faith that the value of the Property has declined or is impaired.

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.
J. Name Change. Mortgagor changes Mortgagor's name or assumes an additional name without notifying Lender before making such a change.

I. Forfeiture. The Property is used in a manner or for a purpose that threatens confiscation by a legal authority.
H. Judgment. Mortgagor fails to satisfy or appeal any judgment against Mortgagor. made or provided.

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 with Lender.
F. Other Agreements. Mortgagor is in default on any other debt or agreement Mortgagor has Secured Debts.

E. Other Documents. A default occurs under the terms of any other document relating to the covenant of this Security Instrument.
D. Failure to Perform. Mortgagor fails to perform any condition or to keep any promise or existence, or a partner or majority owner dies or is declared legally incompetent.

C. Business Termination. Mortgagor merges, dissolves, reorganizes, ends its business or instrument or any other obligations Borrower has with Lender.
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.

A. Payments. Mortgagor fails to make a payment in full when due.
14. DEFAULT. Mortgagor will be in default if any of the following occur:
exercise any of its remedies against any party obligated under the Leases.

hold Lender harmless for all liability, loss or damage that Lender may incur when Lender opts to Lender's gross negligence or intentional torts. Otherwise, Mortgagor will indemnify Lender and acts to manage, protect or preserve the Property, except for losses and damages due to liable for the Property's maintenance, depreciation, or other losses or damages when Lender Leases and Rents without Lender's prior written consent. Lender does not assume or become without Lender's consent. Mortgagor will not assign, compromise, subordinate or encumber the accept the surrender of the Property covered by the Leases (unless the Leases so require) compliance. Mortgagor will not sublet, modify, extend, cancel, or otherwise alter the Leases, or enforce compliance with the terms of the Leases, then Lender may, at Lender's option, enforce applicable law, Mortgagor will promptly notify Lender. If Mortgagor neglects or refuses 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.

17. 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.

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 is a violation of any Environmental Law concerning the Property. In such an event, Mortgagor will take all necessary remedial action in accordance with Environmental Law.

D. Except as previously disclosed and acknowledged in writing to Lender, Mortgagor has no knowledge of or reason to believe there is any pending or threatened investigation, claim, or proceeding of any kind relating to (1) any Hazardous Substance located on, under or about the Property; or (2) any violation by Mortgagor or any tenant of any Environmental Law. Mortgagor will immediately notify Lender in writing as soon as Mortgagor has reason to believe there is any such pending or threatened investigation, claim, or proceeding. In such an event, Lender has the right, but not the obligation, to participate in any such proceeding including the right to receive copies of any documents relating to such proceedings.

E. Except as previously disclosed and acknowledged in writing to Lender, Mortgagor and every tenant have been, are and will remain in full compliance with any applicable Environmental Law.

F. Except as previously disclosed and acknowledged in writing to Lender, there are no underground storage tanks, private dumps or open wells located on or under the Property and no such tank, dump or well will be added unless Lender first consents in writing.

G. Mortgagor will regularly inspect the Property, monitor the activities and operations on the Property, and confirm that all permits, licenses or approvals required by any applicable Environmental Law are obtained and complied with.

H. Mortgagor will permit, or cause any tenant to permit, Lender or Lender's agent to enter and inspect the Property and review all records at any reasonable time to determine (1) the existence, location and nature of any Hazardous Substance on, under or about the Property; (2) the existence, location, nature, and magnitude of any Hazardous Substance that has been released on, under or about the Property; or (3) whether or not Mortgagor and any tenant are in compliance with applicable Environmental Law.

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 audit to Lender. The choice of the environmental engineer who will perform such audit is subject to Lender's approval.

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

K. As a consequence of any breach of any representation, warranty or promise made in this section, (1) Mortgagor will indemnify and hold Lender and Lender's successors or assigns harmless from and against all 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 successors or assigns may sustain; and (2) at Lender's discretion, Lender may release this Security Instrument and in return

Mortgagee will provide Lender with collateral of at least equal value to the Property without prejudice to any of Lender's rights under this Security Instrument.

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

18. CONDEMNATION. Mortgagee will give Lender prompt notice of any pending or threatened action by private or public entities to purchase or take any or all of the Property through condemnation, eminent domain, or any other means. Mortgagee authorizes Lender to intervene in Mortgagee's name in any of the above described actions or claims. Mortgagee assigns to Lender the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the Property. Such proceeds will be considered 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.

19. INSURANCE. Mortgagee agrees to keep the Property insured against the risks reasonably associated with the Property. Mortgagee will maintain this insurance in the amounts Lender requires. This insurance will last until the Property is released from this Security Instrument. What Lender requires pursuant to the preceding two sentences can change during the term of the Secured Debts. Mortgagee may choose the insurance company, subject to Lender's approval, which will not be unreasonably withheld.

All insurance policies and renewals will include a standard "mortgage clause" and, where applicable, "loss payee clause." If required by Lender, Mortgagee agrees to maintain comprehensive general liability insurance and rental loss or business interruption insurance in amounts and under policies acceptable to Lender. The comprehensive general liability insurance must name Lender as an additional insured. The rental loss or business interruption insurance must be in an amount equal to at least coverage of one year's debt service, and required escrow account deposits (if agreed to separately in writing).

All Mortgagee will give Lender and the insurance company immediate notice of any loss. All insurance proceeds will be applied to restoration or repair of the Property or to the Secured Debts, at Lender's option. If Lender acquires the Property in damaged condition, Mortgagee's rights to any insurance policies and proceeds will pass to Lender to the extent of the Secured Debts.

Mortgagee will immediately notify Lender of cancellation or termination of insurance. If Mortgagee fails to keep the Property insured, Lender may obtain insurance to protect Lender's interest in the Property and Mortgagee will pay for the insurance on Lender's demand. Lender may demand that Mortgagee pay for the insurance all at once, or Lender may add the insurance premiums to the balance of the Secured Debts and charge interest on it at the rate that applies to the Secured Debts. This insurance may include coverages not originally required of Mortgagee, may be written by a company other than one Mortgagee would choose, and may be written at a higher rate than Mortgagee could obtain if Mortgagee purchased the insurance. Mortgagee acknowledges and agrees that Lender or one of Lender's affiliates may receive commissions on the purchase of this insurance.

20. ESCROW FOR TAXES AND INSURANCE. As provided in a separate agreement, Mortgagee agrees to pay to Lender funds for taxes and insurance in escrow.

21. CO-SIGNERS. If Mortgagee signs this Security Instrument but is not otherwise obligated to pay the Secured Debts, Mortgagee does so only to mortgage Mortgagee's interest in the Property to secure payment of the Secured Debts and Mortgagee does not agree by signing this Security Instrument to be personally liable on the Secured Debts. If this Security Instrument secures a guaranty between Lender and Mortgagee, Mortgagee agrees to waive any rights that may prevent Lender from bringing any action or claim against Mortgagee or any party indebted under the obligation. These rights may include, but are not limited to, any anti-deficiency or one-action laws.

22. WAIVERS. Except to the extent prohibited by law, Mortgagee waives all rights of valuation and appraisal relating to the Property.

23. 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.

24. APPLICABLE LAW. This Security Instrument is governed by the laws of Indiana, the United States of America, and to the extent required, by the laws of the jurisdiction where the Property is located, except to the extent such state laws are preempted by federal law.

25. JOINT AND INDIVIDUAL LIABILITY AND SUCCESSORS. Each Mortgagee's obligations under this Security Instrument are independent of the obligations of any other Mortgagee. Lender may sue each Mortgagee individually or together with any other Mortgagee. Lender may release any part of the Property and Mortgagee will still be obligated under this Security Instrument.

Instrument for the remaining Property. 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. Mortgagor agrees that Lender and any party to this Security Instrument may extend, modify or make any change in the terms of this Security Instrument or any evidence of debt without Mortgagor's consent. Such a change will not release Mortgagor from the terms of this Security Instrument. The duties and benefits of this Security Instrument will bind and benefit the successors and assigns of Lender and Mortgagor.

26. 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.

27. 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.

28. 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:

OLTHOF HOMES, L.L.C.

By 
SCOT OLTHOF, TREASURER



ACKNOWLEDGMENT.
 (Business or Entity)
 STATE OF INDIANA, COUNTY OF LAKE, ss. 30TH day of NOVEMBER, 2006, DENISE K. ZAWADA, a Notary Public this 30TH day of NOVEMBER, 2006, SCOT OLTHOF - TREASURER of OLTHOF HOMES, L.L.C. a Limited Liability Company acknowledged the execution of the annexed instrument of the Limited Liability Company.
 My commission expires: 7-10-14 (Notary Public)
 DENISE K. ZAWADA
 (Notary's County) LAKE

STOP

I affirm under penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law.
 Name: DENISE K. ZAWADA
 This Document is the property of the Lake County Recorder!

This instrument was prepared by Louie J. Baddes, Vice President, Center Bank, Merrillville, Indiana 46410

Document is NOT OFFICIAL!

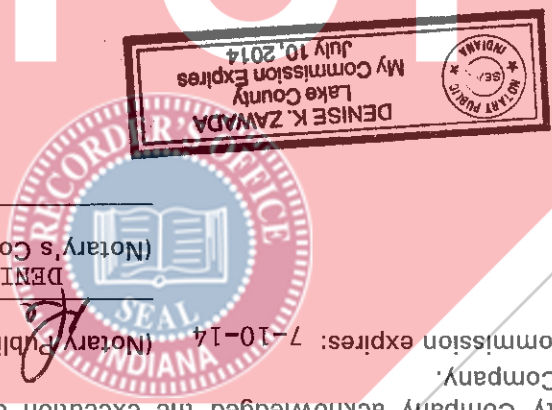
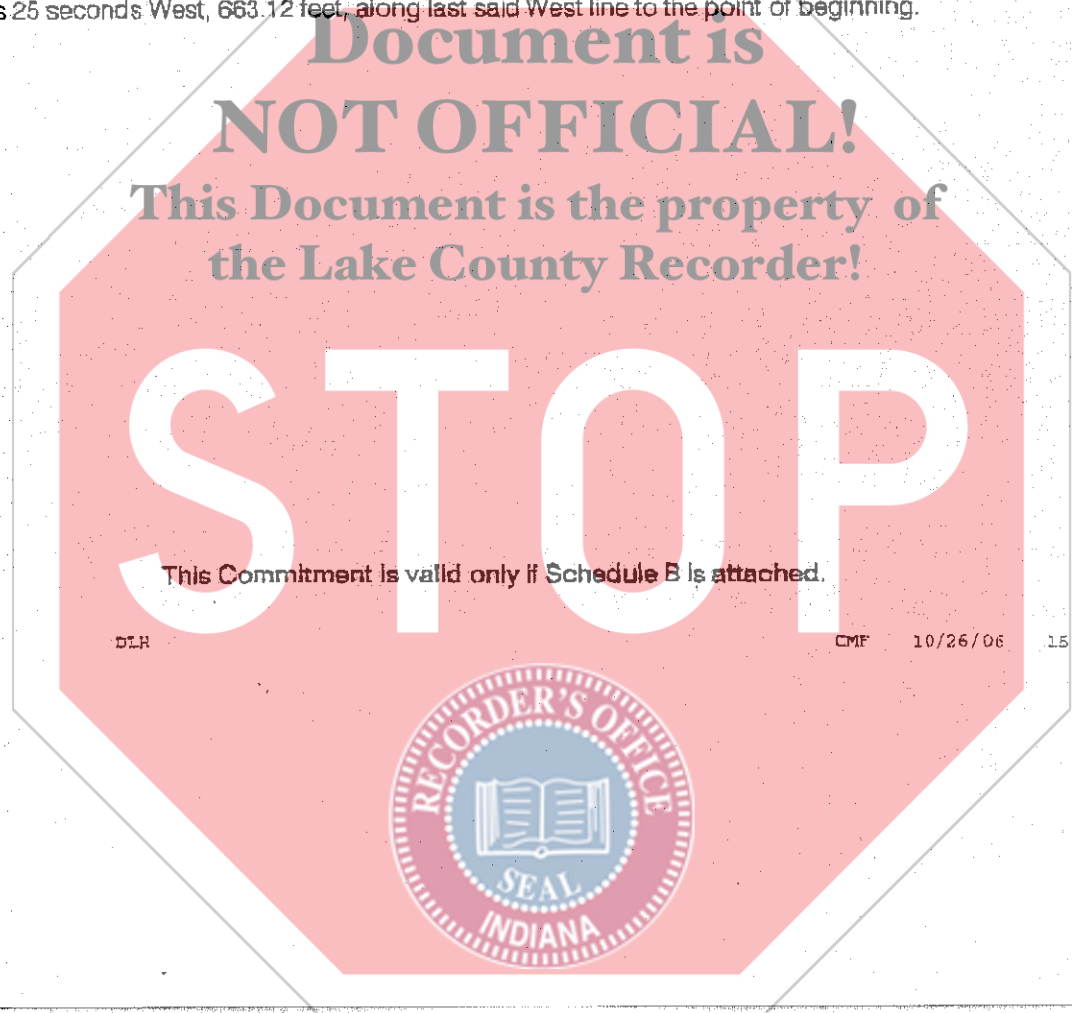


EXHIBIT "A"

That part of the South 1/2 of the Northwest 1/4 AND that part of the North 1/2 of the Northeast 1/4 of the Southwest 1/4 of Section 33, Township 34 North, Range 9 West of the Second Principal Meridian, in Lake County, Indiana, lying West of the right-of-way of the New York Central Railroad, more particularly described as follows: Commencing at the Northwest corner of the South 1/2 of said Northwest 1/4; thence South 00 degrees 09 minutes 25 seconds East, 663.25 feet, along the West line of said Northwest 1/4 to the point of beginning; thence South 89 degrees 29 minutes 24 seconds East, 565.83 feet parallel with the North line of said South 1/2; thence North 00 degrees 09 minutes 25 seconds West, 77.83 feet parallel with the West line of said Northwest 1/4; thence North 89 degrees 29 minutes 24 seconds West, 134.67 feet parallel with the North line of said South 1/2; thence North 00 degrees 09 minutes 25 seconds West, 110.48 feet parallel with the West line of said Northwest 1/4; thence North 32 degrees 04 minutes 09 seconds West, 64.90 feet; thence North 00 degrees 09 minutes 25 seconds West, 103.57 feet parallel with the West line of said Northwest 1/4; thence South 67 degrees 49 minutes 27 seconds East, 121.22 feet; thence South 02 degrees 20 minutes 07 seconds West 9.47 feet; thence South 67 degrees 39 minutes 52 seconds East, 117.94 feet; thence North 02 degrees 20 minutes 05 seconds East, 37.19 feet to the South line of a parcel of land described to Ray and Laurie Daugherty in a Quit Claim Deed recorded as Document No. 2003 027783 on March 17, 2003; thence South 89 degrees 29 minutes 24 seconds East, 523.95 feet along the South line of said Daugherty parcel; thence North 00 degrees 09 minutes 25 seconds West, 255.00 feet along the West line of said Daugherty parcel to a point 2-1/2 rods (41.25 feet) South the the North line of said South 1/2; thence South 89 degrees 29 minutes 24 seconds East, 1188.63 feet, parallel with said North line to the Westerly right-of-way of the New York Central Railroad; thence South 05 degrees 16 minutes 30 seconds East, 1958.37 feet, along said Westerly right-of-way line to the South line of the North 1/2 of the Northeast 1/4 of the Southwest 1/4 of said Section; thence North 89 degrees 29 minutes 05 seconds West 1194.87 feet, along said South line to the West line of said Northeast 1/4; thence North 00 degrees 06 minutes 07 seconds West, 663.22 feet, along last said West line to the South line of said Northwest 1/4; thence North 89 degrees 29 minutes 11 seconds West, 1380.09 feet along said South line to the West line of said Northwest 1/4; thence North 00 degrees 09 minutes 25 seconds West, 663.12 feet, along last said West line to the point of beginning.



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