

9

MORTGAGE

CM 020067506

THIS MORTGAGE ("Instrument") is made and delivered this 16th day of April, 2007, by **CRESSMOOR DEVELOPMENT, LLC** ("Mortgagor") and **ROBERT J. KAPP** As Trustee of His Declaration of Trust Dated September 4, 1996, **RITA M. KAPP** As Trustee of Her Declaration of Trust Dated September 4, 1996, and **JEFFREY J. KAPP**, as tenants in common (collectively "Mortgagee").

RECITALS:

WHEREAS, Mortgagor is indebted to Mortgagee in the principal sum of Two Million Two Hundred Ninety-Four Thousand and 00/00 Dollars (\$2,294,000.00, which indebtedness is evidenced by a certain Promissory Note of even date herewith ("Promissory Note") executed by the Mortgagor in favor of the Mortgagee; and

NOW, THEREFORE, TO SECURE TO MORTGAGEE (a) the repayment of the indebtedness evidenced by the Promissory Note, with interest thereon, and all renewals, extensions, rewrites, refinances, modifications, consolidations and replacements thereof and substitutions therefore; (b) the repayment of any future advances, with interest thereon, made by Mortgagee to Mortgagor; (c) the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Instrument; (d) the performance of the covenants, agreements and warranties of Mortgagor herein contained; (e) the repayment of all amounts now or hereafter owing by the Mortgagor to the Mortgagee; and (f) all other liabilities of the Mortgagor in favor of the Mortgagee, direct or indirect, absolute or contingent, primary or secondary, matured or unmatured, whether or not related to or of the same class as any specific debt secured hereby, now existing or hereafter arising; Mortgagor hereby **MORTGAGES** and **WARRANTS** to Mortgagee, and Mortgagee's successors and assigns, the located in Lake County, Indiana and legally described as follows:

Part of the East half of Section 30, Township 36 North, Range 7 West of the 2nd P.M., Lake County, Indiana, described as: Beginning at the Northeast corner of said Section 30; thence South 00 degrees 02 minutes 08 seconds East along the East line of said Section 30 a distance of 1911.85 feet more or less to a point 730.92 feet North of the Southeast corner of the Northeast Quarter of said Section 30; thence South 82 degrees 41 minutes 02 seconds West, 1370.05 feet; thence North 52 degrees 29 minutes 48 seconds West, 1150.05 feet; thence North 90 degrees 00 minutes 00 seconds West, 364.91 feet to the West line of the Northeast Quarter; thence North 00 degrees 00 minutes 00 seconds East along said West line a distance of 953.0 feet more or less to a point 522.5 feet South of the Northwest corner of the Northeast Quarter of said Section 30; thence North 90 degrees 00 minutes 00 seconds East 88.08 feet; thence North 03 degrees 54 minutes 00 seconds West, 51.12 feet; thence North 90 degrees 00 minutes 00 seconds West 84.6 feet to the West line of the Northeast Quarter of said Section 30; thence North 00 degrees 00 minutes 00 seconds East, 153.62 feet to a point 317.88 feet South of the Northwest corner of the Northeast Quarter of said Section 30; thence North 88 degrees 42 minutes 00 seconds East, 30.01 feet; thence South 64 degrees 40 minutes 52 seconds East, 100.95 feet; thence South 83 degrees 50 minutes 22 seconds East, 410.01 feet; thence South 51 degrees 05 minutes 22 seconds East, 105.36 feet; thence North 85 degrees 14 minutes 44 seconds East, 462.90 feet; thence North 63 degrees 19 minutes 22 seconds East,

CHICAGO TITLE INSURANCE COMPANY

FILED
APR 17 2007
LAKE COUNTY, INDIANA

\$ 31
CT
CA

6

233.97 feet; thence North 01 degrees 57 minutes 00 seconds East, 283.53 feet to a point on the North line of said Section 30 and 1291.64 feet East of the Northwest corner of the Northeast Quarter of said Section 30; thence South 88 degrees 03 minutes 29 seconds East, 1344.85 feet to the point of beginning, except the South 75 feet of a parcel of land described as follows: That part of the Northeast Quarter of Section 30, Township 36 North, Range 7 West of the 2nd P.M., in Lake County, Indiana, described as follows: Beginning at a point on the West line of the Northeast Quarter of said Section 30 which point is 1169.91 feet North of the Southwest corner of said Northeast Quarter; thence East at right angles a distance of 200 feet; thence North and parallel with the West line of said Northeast Quarter a distance of 150 feet; thence West at right angles a distance of 200 feet to the West line of the said Northeast Quarter; thence South along the West line of the said Northeast Quarter a distance of 150 feet to the point of beginning, EXCEPTING THEREFROM that part conveyed to the City of Hobart by Warranty Deed recorded February 10, 2000 as Document No. 2000 009652. Key Number: 27-17-17-2, 56 and 62.

together with all buildings, improvements, and tenements now or hereafter erected on the said real property, and all easements, rights, right-of-ways, driveways, pavement, curb, and street front privileges, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock appurtenant to the said real property, and all systems to be used for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light; storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, mirrors, cabinets, wall and floor coverings, trees and plants; all of which, including improvements, replacements and additions thereto, shall be deemed to be and remain a part of the said real property covered by this Instrument, whether actually physically annexed to said real property or not; and all of the foregoing, together with said real property are herein referred to as the "Property."

Mortgagor covenants that Mortgagor is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant, convey and assign the Property, that the Property is encumbered with other mortgages, and that Mortgagor will warrant and defend generally the title to the Property against all claims and demands, subject to any easements, covenants, conditions and restrictions of record and any preexisting mortgages on the Property.

Mortgagor hereby further covenants and agrees as follows:

1. PAYMENT OF AMOUNTS GUARANTEED. In accordance with the terms of the Promissory Note, Mortgagor shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Promissory Note, the fees, costs and expenses in enforcing the Promissory Note and this Instrument and all other sums secured by this Instrument in accordance with the terms set forth in the Guaranty.

2. MORTGAGOR'S BREACH; RIGHT OF MORTGAGEE. Upon Mortgagor's breach of any covenant, agreement or warranty of Mortgagor in this Instrument, Mortgagee may pay, in any amount and in any order as Mortgagee shall determine in Mortgagee's sole discretion, any rents, taxes, assessments, insurance premiums, judgment liens, tax liens, mechanic's liens and other charges and impositions attributable to the Property which are now or will hereafter become due, which shall then become immediately due and owing by the Mortgagor to the Mortgagee and secured by this Instrument pursuant to Paragraph 9 hereof.

3. APPLICATION OF PAYMENTS. Unless applicable law provides otherwise, all payments received by Mortgagee under the Promissory Note or this Instrument shall be applied by Mortgagee in the following order of priority: (a) amounts payable to Mortgagee under Paragraph 2 hereof; (b) interest payable on the Promissory Note, if any; (c) principal of the Promissory Note; (d) interest payable on advances made pursuant to Paragraph 8 hereof; (e) principal of advances made pursuant to Paragraph 8 hereof; (f) interest payable on any future advance, provided that if more than one future advance is outstanding, Mortgagee may apply payments received among the amounts of interest payable on the future advances in such order as Mortgagee, in Mortgagee's sole discretion, may determine; (g) principal of any future advance, provided that if more than one future advance is outstanding, Mortgagee may apply payments received among the principal balances of the future advances in such order as Mortgagee, in Mortgagee's sole discretion, may determine; and (h) any other sums secured by this Instrument in such order as Mortgagee, at Mortgagee's option, may determine; provided, however, that Mortgagee may, at Mortgagee's option, apply any sums payable pursuant to Paragraph 8 hereof prior to interest on and principal of the Promissory Note, but such application shall not otherwise affect the order of priority of application specified in this Paragraph 3.

4. CHARGES; LIENS. Mortgagor shall pay all utility, water and sewer charges, taxes, assessments, premiums, and other charges and impositions attributable to the Property. Mortgagor shall promptly furnish to Mortgagee, upon request, all notices of amounts due under this Paragraph 4, and in the event Mortgagor shall make payment directly, Mortgagor shall, upon request, promptly furnish to Mortgagee receipts evidencing such payments. Mortgagor shall promptly discharge any lien which has, or may have, priority over or equality with, the lien of this Instrument, and Mortgagor shall pay, when due, the claims of all persons supplying labor or materials to or in connection with the Property; provided that Mortgagor shall not be required to discharge any such lien so long as Mortgagor shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Mortgagee, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

5. HAZARD INSURANCE. Mortgagor shall keep the improvements now existing or hereafter erected on the Property insured by insurers at all times satisfactory to Mortgagee against loss by fire, hazards included with the term "extended coverage", rent loss and such other hazards, casualties, liabilities and contingencies as Mortgagee shall require, and in such amounts and for such periods as Mortgagee shall require. All insurance policies and renewals thereof shall be in a form acceptable to Mortgagee and shall include a Standard Mortgage Clause in favor and in form acceptable to Mortgagee. Mortgagee shall have the right to hold the policies, and Mortgagor shall promptly furnish to Mortgagee all renewal notices and all receipts of said premiums. At least thirty (30) days prior to the expiration date of a policy, Mortgagor shall deliver to Mortgagee a renewal policy in a form satisfactory to Mortgagee. In the event of loss, Mortgagor shall give immediate written notice to the insurance carrier and to Mortgagee. If the Property is abandoned by Mortgagor, or if Mortgagor fails to respond to Mortgagee within thirty (30) days from the date notice is mailed by Mortgagee to Mortgagor that the insurance carrier offers to settle a claim for insurance benefits, Mortgagor authorizes and empowers Mortgagee as attorney-in-fact for Mortgagor to adjust and compromise any claim under insurance policies, to appear in and prosecute any action arising from such insurance policies, to collect and receive insurance proceeds, and to deduct there from Mortgagee's expenses incurred in the collection of such proceedings; provided, however, that nothing contained in this Paragraph 5 shall require Mortgagee to incur any expense or take any action hereunder.

Unless Mortgagee and Mortgagor otherwise agree in writing, insurance proceeds shall be applied to the sums secured by this Instrument, with the excess, if any, paid to Mortgagor. Any such application to the sums secured by this Instrument shall not postpone the Mortgagor's obligations under the Guaranty.

If the insurance proceeds are held by Mortgagee to reimburse Mortgagor for the cost of restoration and repair of the Property, the Property shall be restored to the equivalent of its original condition or such other condition as the parties may mutually approve in writing. Mortgagee may, at Mortgagee's option, condition disbursement of said proceeds on Mortgagee's approval of waivers of liens, sworn statements of mechanics and materialmen and such other evidence of costs, percentage completion of construction, application of payments, and satisfaction of liens as Mortgagee may reasonably require. If the insurance proceeds are applied to the payment of the sums secured by this Instrument, any such application of proceeds to principal shall not extend or postpone the due dates of the payments provided for in the Promissory Note or herein or change the amounts of such payments. If the Property is sold pursuant to Paragraph 20 hereof, or if Mortgagee acquires title to the Property, Mortgagee shall have all of the right, title and interest of Mortgagor in and to any insurance policies and unearned premiums thereon, and in and to the proceeds resulting from any damage to the Property prior to such sale or acquisition.

6. PRESERVATION AND MAINTENANCE OF PROPERTY. Mortgagor shall not: (a) commit waste or permit impairment or deterioration of the Property; (b) shall not abandon the Property; (c) shall keep the Property, including improvements thereon, in good repair; (d) shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property; and (e) shall give notice in writing to Mortgagee of, and unless otherwise directed in writing by Mortgagee, appear in and defend, any action or proceeding purporting to affect the Property, the security to this Instrument or the rights or powers of Mortgagee. Without the written consent of Mortgagee, Mortgagor shall not remove, demolish or alter any improvement now existing or hereafter erected on the Property.

7. USE OF PROPERTY. Unless required by applicable law or unless Mortgagee has otherwise agreed in writing, Mortgagor shall not allow changes in the use for which all or any part of the Property was intended at the time this Instrument was executed.

8. PROTECTION OF MORTGAGEE'S SECURITY. If Mortgagor fails to perform the covenants, agreements and warranties contained in this Instrument, or if any action or proceeding is commenced which affects the Property or title thereto or the interest of Mortgagee therein, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Mortgagee, at Mortgagee's option, may make such appearances, disburse such sums and take such action as Mortgagee deems necessary, in its sole discretion, to protect Mortgagee's interest, including, but not limited to, (a) disbursement of attorney's fees, (b) entry upon the Property to make repairs, and (c) procurement of satisfactory insurance as provided in Paragraph 5 hereof. Any amounts disbursed by Mortgagee pursuant to this Paragraph 8, with interest thereon, shall become additional indebtedness of Mortgagor secured by this Instrument. Unless Mortgagor and Mortgagee agree to other terms of payment, such amounts shall be immediately due and payable and shall bear interest from the date of disbursement at the rate stated in the Promissory Note unless collection from Mortgagor of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate which may be collected from Mortgagor under applicable law. Mortgagor hereby covenants and agrees that Mortgagee shall be subrogated to the lien of any mortgage or other lien discharged, in whole or in part, by the indebtedness secured

hereby. Nothing contained in this Paragraph 8 shall require Mortgagee to incur any expense or take any action hereunder.

9. INSPECTION. Mortgagee may make or cause to be made reasonable entries upon and inspections of the Property.

10. CONDEMNATION. Mortgagor shall promptly notify Mortgagee of any action or proceeding relating to any condemnation or other taking, whether direct or indirect, of the Property, or part thereof, and Mortgagor shall appear and prosecute any such action or proceeding unless otherwise directed by Mortgagee in writing. Mortgagor authorizes Mortgagee, at Mortgagee's option, as attorney-in-fact for Mortgagor, to commence, appear in and prosecute, in Mortgagee's or Mortgagor's name, any action or proceeding relating to any condemnation or other taking or any claim in connection with such condemnation or other taking. The proceeds of any award, payment or claim for damages, direct or consequential, in connection with any condemnation or other taking, whether direct or indirect, of the Property, or part thereof, or for conveyances in lieu of condemnation, are hereby assigned to and shall be paid to Mortgagee for application as set out below.

In the event of a total taking of the Property, Mortgagor authorizes Mortgagee to apply such awards, payments, proceeds or damages, after the deduction of Mortgagee's expenses incurred in the collection of such amounts to payment of the sums secured by this Instrument, whether or not then due, in the order of application set forth in Paragraph 3 hereof, with the balance, if any, to Mortgagor. In the event of a partial taking of the Property, unless Mortgagor and Mortgagee otherwise agree in writing, there shall be applied to the sums secured by this Instrument such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Instrument immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of proceeds paid to Mortgagor. Unless Mortgagor and Mortgagee otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly interest payments and the principal payments required under the Promissory Note, or the payments required under this Instrument, or change the amount of such payments. Mortgagor agrees to execute such further evidence of assignment of any awards, proceeds, damages or claims arising in connection with such condemnation or taking as Mortgagee may require.

11. MODIFICATIONS. From time to time, Mortgagee may agree in writing with Mortgagor, at Mortgagee's option, without giving notice to or obtaining the consent of any junior lien holder or guarantor, without liability on Mortgagee's part and notwithstanding Mortgagor's breach of any covenant, agreement, or warranty of Mortgagor in this Instrument, to extend the time for payment of the principal or interest indebtedness secured by this Instrument, or any part thereof, reduce the payments thereon, release anyone liable on any of said indebtedness, accept a renewal note or notes therefore, modify the terms and time of payment of said indebtedness, release from the lien of this Instrument any part of the Property, take or release other or additional security, re-convey any part of the Property, consent to any map or plan of the Property, consent to the granting of any easement, and join in any extension or subordination agreement. Any action taken by Mortgagee pursuant to the terms of this Paragraph 11 shall not affect the obligation of Mortgagor or Mortgagor's successors or assigns to pay the sums secured by this Instrument and to observe the covenants, agreements and warranties of Mortgagor contained herein, shall not affect the guaranty of any person, corporation, partnership or other entity for payment of the indebtedness secured by this Instrument, and shall not affect the lien or priority of lien hereof on the Property. Mortgagor shall pay Mortgagee a reasonable service charge, together

with such title insurance premiums and attorney's fees as may be incurred at Mortgagee's option, for any such action if taken at Mortgagor's request.

12. FORBEARANCE BY MORTGAGEE NOT A WAIVER. Any forbearance by Mortgagee in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of, or preclude the exercise of, any right or remedy. The acceptance by Mortgagee of payment of any sum secured by this Instrument after the due date of such payment shall not be a waiver of Mortgagee's right to either require prompt payment when due of all other sums so secured or to declare a default for failure to make prompt payment. The procurement of insurance or the payment of taxes or other liens or charges by Mortgagee shall not be a waiver of Mortgagee's right to accelerate the maturity of the indebtedness secured by this Instrument, nor shall Mortgagee's receipt of any awards, proceeds or damages under Paragraphs 5 and 10 hereof operate to cure or waive Mortgagor's default in payment of sums secured by this Instrument.

13. REMEDIES CUMULATIVE. Each remedy provided in this Instrument is distinct and cumulative to all other rights or remedies under this Instrument or afforded by law or equity, and may be exercised concurrently, independently, or successively, in any order whatsoever.

14. ACCELERATION IN CASE OF MORTGAGOR'S INSOLVENCY. If a petition under the United States Bankruptcy Code, as such Code may from time to time be amended, or under any similar or successor Federal statute relating to bankruptcy, insolvency, insolvency act, be filed by or against the Mortgagor, or if a trustee or receiver shall be appointed for Mortgagor or Mortgagor's property, or if the Property shall become subject to the jurisdiction of a United States Bankruptcy Court or similar state court, or if Mortgagor shall make an assignment for the benefit of Mortgagor's creditors, or if there is an attachment, execution or other judicial seizure of any portion of Mortgagor's assets, then Mortgagee may, at Mortgagee's option, declare all of the sums secured by this Instrument to be immediately due and payable without prior notice to Mortgagor, and Mortgagee may invoke any remedies permitted by Paragraph 20 hereof. Any attorney's fees and other expenses incurred by Mortgagee in connection with Mortgagor's bankruptcy or any of the other aforesaid events shall be additional indebtedness of Mortgagor secured by this Instrument pursuant to Paragraph 8 hereof.

15. SALE OR TRANSFER OF THE PROPERTY. On sale or transfer of all or any part of the Property, or any interest therein, without the prior written consent of Mortgagee, the Mortgagee may, at Mortgagee's option, declare all of the sums secured by this Instrument to be immediately due and payable, and Mortgagee may invoke any remedies permitted by Paragraph 20 of this Instrument.

16. NOTICE. Except for any notice required under applicable law to be given in another manner, (a) any notice to Mortgagor provided for in this Instrument or in the Note, other than notice of an interest rate change, shall be given by mailing such notice by certified mail addressed to Mortgagor at Mortgagor's address or at such other address as Mortgagor may designate by notice to Mortgagee's as provided herein, and (b) any notice to Mortgagee shall be given by certified mail, return receipt requested, to Mortgagee's address stated herein or to such other address as Mortgagee may designate by notice to Mortgagor as provided herein. Any notice provided for in this Instrument or in the Note, other than notice of an interest rate change, shall be deemed to have been given to Mortgagor or Mortgagee when given in the manner designated herein.

17. SUCCESSORS AND ASSIGNS BOUND; AGENTS; CAPTIONS. The covenants, agreements and warranties herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Mortgagee and Mortgagor. In exercising any rights hereunder or taking any actions provided for herein, Mortgagee may act through its employees, agents or independent contractors as authorized by Mortgagee. The captions and headings of the Paragraphs of this Instrument are for convenience only and are not to be used to interpret or define the provisions hereof.

18. GOVERNING LAW; SEVERABILITY. This Instrument shall be governed by the law of Indiana. In the event that any provision of this Instrument or the Note conflicts with applicable law, such shall not affect other provisions of this Instrument or the Note which can be given effect with the conflicting provisions, and to this end the provisions of this Instrument and the Note are declared to be severable. In the event that any applicable law limiting the amount of interest or other charges permitted to be collected from Mortgagor is interpreted so that any charge provided for in this Instrument or in the Note, whether considered separately or together with other charges levied in connection with this Instrument and the Note, violates such law and Mortgagor is entitled to the benefit of such law, such charge is hereby reduced to the extent necessary to eliminate such violation. The amounts, if any, previously paid to Mortgagee in excess of the amounts payable to Mortgagee pursuant to such charges as reduced shall be applied by Mortgagee to reduce the principal of the indebtedness evidenced by the Note. For the purpose of determining whether any applicable law limiting the amount of interest or other charges permitted to be collected from Mortgagor has been violated, all indebtedness which is secured by this Instrument or evidenced by the Note and which constitutes interest, as well as other charges levied in connection with such indebtedness which constitutes interest, shall be deemed to be allocated and spread over the stated term of the Note. Unless otherwise required by applicable law, such allocation and spreading shall be effected in such a manner that the rate of interest computed thereby is uniform throughout the stated term of the Note.

19. WAIVER OF STATUTE OF LIMITATIONS. Mortgagor hereby waives the right to assert any statute of limitations as a bar to the enforcement of the lien of this Instrument or to any action brought to enforce the Promissory Note or any other obligation secured by this Instrument.

20. ACCELERATION; REMEDIES. Upon Mortgagor's breach of any covenant, warranty, condition or agreement of Mortgagor in this Instrument, in the Promissory Note evidencing the indebtedness secured by this Instrument and/or the Guaranty, including but not limited to, the covenants to pay when due any sums secured by this Instrument, or in any other agreement or instrument executed in connection herewith and the failure of Mortgagor to cure such breach within the applicable cure period, Mortgagee, at Mortgagee's option, may declare all of the sums secured by this Instrument to be immediately due and payable without further demand, and may foreclose this Instrument by judicial proceedings, and may invoke any other remedies permitted by applicable law or provided herein. Mortgagee shall be entitled to collect all costs and expenses incurred in pursuing such remedies, including, but not limited to, attorney's fees, appraisal fees, expert witness fees, and costs of court reporters, travel expenses, costs of documentary evidence, abstracts and title reports.

21. RELEASE. Upon payment of all sums secured by this Instrument, Mortgagee shall release this Instrument. Mortgagor shall pay Mortgagee's reasonable costs incurred in releasing this Instrument.

22. **WAIVER OF VALUATION AND APPRAISEMENT.** Mortgagor hereby waives all right of valuation and appraisal.

23. **FURTHER ADVANCES.** Upon request of Mortgagor, Mortgagee, at Mortgagee's option, so long as this Instrument secures indebtedness held by Mortgagee, may make future advances to Mortgagor. Such future advances, with interest thereon, shall be secured by this Instrument.

24. **WAIVER OF JURY TRIAL.** The Mortgagor after consulting or having had the opportunity to consult with legal counsel, knowingly, voluntarily and intentionally waives any right to a trial by jury in any litigation based upon or arising out of this Instrument, the Promissory Note, Guaranty or any related instrument or agreement or any of the transactions contemplated by this Instrument or any course of conduct, dealing, statements, whether oral or written, or actions of either of them. The Mortgagor shall not seek to consolidate, by counterclaim or otherwise, any action in which a jury has been waived with any other action in which a jury trial cannot be or has not been waived. These provisions shall not be deemed to have been modified in any respect or relinquished by the Mortgagee except by a written instrument executed by the Mortgagee.

25. **Cross Default:** A default under any of the following instruments which have been executed or to be executed in connection with this transaction shall constitute a default under this instrument:


- (a) The Real Estate Purchase Agreement of even date herewith between the Mortgagor and Mortgagee.
- (b) The Promissory Note of even date herewith by the Mortgagor in favor of Mortgagee.

IN WITNESS WHEREOF, the undersigned Mortgagor has executed this Instrument as of the day and year first above written

MORTGAGOR:

CRESSMOOR DEVELOPMENT, LLC

By:


Randolph A. Hall
 Duly Authorized Member

STATE OF INDIANA)

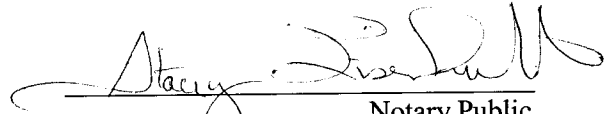
COUNTY OF LAKE)

SS:

Before me, a Notary Public in and for said County and State, on this 16th day of April, 2007, personally appeared **CRESSMOOR DEVELOPMENT, LLC by Randolph A. Hall as its duly authorized member** and acknowledged the execution of the above and foregoing

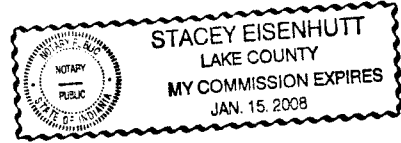
Mortgage to be his voluntary act and deed for and on behalf of CRESSMOOR DEVELOPMENT, LLC.

WITNESS my hand and Notarial Seal.


_____, Notary Public
Resident of Lake County

My commission expires:

01-15-08



This instrument prepared by: Nick Katich, Attorney at Law,
1201 North Main Street, Suite A
Crown Point, Indiana 46307