

1863LK07
RETURN TO
DBL RESIDENTIAL LP
10110 RANDOLPH ST
CROWN POINT, IN
46307.

REAL ESTATE MORTGAGE

This Real Estate Mortgage ("Mortgage") is given on the 18 day of May, 2007 by Homes Of The 20th Century, Inc. ("Borrower"), whose address is PO BOX 312, CROWN POINT, IN 46308, to DBL Residential, L.P., ("Lender"), whose address is 10110 Randolph Street, Crown Point, IN 46307. Borrower owes Lender the principal sum of Fifty Four Thousand Nine Hundred Dollars (\$54,900.00). This debt is evidenced by Borrower's Promissory Note or other indebtedness dated of even date herewith ("Note"), which provides for payment in full on or before the closing on the sale of the home which is the subject of this Mortgage. This Mortgage secures to Lender: (a) the repayment of the Note, with interest, and all renewals, extensions, and modifications of the Note; (b) the payment of all other sums advanced under this Mortgage, with interest; (c) the performance of Borrower's covenants and agreements under this Mortgage and the Note. For these purposes, Borrower mortgages and warrants to Lender, and to Lender's successors and assigns, the following described real estate ("Real Estate") located in Lake County, Indiana:

Lot 212 in Doubletree Lake Estates Phase XII-XIII-XIV, as shown in Plat Book 99 page 97, in the Office of the Recorder of Lake County, Indiana.

TOGETHER WITH (a) all improvements, replacements, additions, and fixtures on the Real Estate, and (b) all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights, growing crops, and timber relating to the Real Estate, all of which are referred to collectively as "Additions", in each case as any of them now exist or may be made, erected, attached, or acquired in the future. The real Estate and its Additions are called the "Property". The address of the Property is 8762 Doubletree Lake N, Winfield, Indiana ("Property Address").

COVENANTS OF PARTIES. Borrower and Lender covenant and agree as follows:

1. BORROWER'S COVENANTS AND WARRANTIES REGARDING REAL ESTATE

Borrower covenants and warrants to Lender that, as to the Property existing at the time of the execution of this Mortgage, Borrower is lawfully seized of the estate conveyed by this Mortgage, that Borrower has the right to mortgage and grant the Property, that Borrower has good and marketable title to the Property, and that the Property is unencumbered, except for encumbrances of record, and such other encumbrances described in a notice given by Borrower to Lender ("Encumbrances"). Borrower warrants and will defend the title to the Property against all claims and demands, subject to the Encumbrances.

2. SECURITY INTEREST IN FIXTURES.

Borrower grants Lender a security interest in any fixtures now or later attached to the Real Estate. Borrower authorizes Lender, at Borrower's expense and on Borrower's behalf, to execute and file a financing statement or statements in each public office deemed necessary by Lender to perfect its security interest in such fixtures.

3. PAYMENT OF NOTE.

Borrower shall pay, when due, all sums payable under the Note, including (but not being limited to) principal, interest, late charges, and prepayment penalty or premium.

4. ESCROW FOR TAXES, ASSESSMENTS, AND INSURANCE.

Borrower shall begin, and then continue, to make payments for:

- 4.1 Real estate taxes and assessments on the Property;
- 4.2 Hazard insurance premiums on the Property; and

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4.3 Property owner association dues and assessments against the Property.

4.4 If an Event of Default (as defined in section 17.1) occurs, Lender may require Borrower to make payment for the items described in section 4.

4.5 The remedy provided to Lender in section 4.4 is not exclusive, and is available to Lender in addition to the other remedies described in section 17.3.

5. **APPLICATION OF SUMS.** Unless applicable law or other provisions of this Mortgage or the Note provide otherwise, all payments received by Lender shall be applied in the following order: first, to costs incurred by Lender as a result of Borrower's default under this Mortgage or Note; second, to late charges; third, to prepayment premium or charge; fourth, to payments for escrow items pursuant to section 4; fifth, to interest; and last, to principal; in each case, when due.

6. PAYMENT OF PRIOR LIENS.

6.1 Taxes, assessments, liens (and any obligations secured by them), and other charges, however called, that pertain to the Property and that may attain priority over, or otherwise adversely affect, this Mortgage or its lien are included within the term "Prior Lien". Borrower shall pay and perform all obligations related to each Prior Lien on time and directly to the person owed payment. If requested by Lender, Borrower shall promptly give Lender receipts or other evidence of Borrower's payment. Borrower shall promptly give Lender all notices as to each Prior Lien Borrower receives.

6.2 Borrower need not pay any Prior Lien (or make payments pursuant to section 4 for any Prior Lien) IF, and only IF:

6.2.1 Borrower, in good faith, contests the Prior Lien, or defends against enforcement of it, in legal or equitable proceedings that in Lender's opinion operate to prevent enforcement of the Prior Lien or any taking of all or part of the Property to the detriment of this Mortgage or its lien;

6.2.2 Borrower obtains from the holder of a Prior Lien a subordination of the Prior Lien to this Mortgage or its lien, all in form and manner satisfactory to Lender; or

6.2.3 Borrower makes other arrangement(s) to the satisfaction of Lender.

6.3 If Lender determines that the Property (or any part of it) is subject to a Prior Lien, Lender may give Borrower written notice of the Prior Lien, with sufficient detail to enable Borrower to identify it. Within ten days after the giving of notice, Borrower will either pay the Prior Lien or take other action in the manner specified in sections 6.2.1, 6.2.2, or 6.2.3.

7. HAZARD INSURANCE.

7.1 Buyer shall keep the Property insured against loss by fire, by hazards included within the term "extended coverage" of policies, and by any other hazards for which Lender reasonably requires insurance. The policy or policies providing insurance shall be in

amounts and for periods that Lender reasonably requires, shall include a standard mortgage clause, and shall be issued by insurance carrier(s) chosen by Borrower, but approved by Lender, who shall not unreasonably withhold approval. When Lender requests in writing, Borrower shall give Lender (as Lender may choose) either a certificate of insurance (from the carrier), or the policy itself (or a true copy of it).

- 7.2 When the Property suffers an insured loss, Borrower shall promptly notify Lender and timely file proof of loss with the carrier. Lender also may file proof of loss.
- 7.3 Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property, if restoration or repair is economically feasible, and if Lender's security is not lessened. If restoration or repair is not economically feasible, or if Lender's security would be lessened, insurance proceeds shall be applied to the sums secured by this Mortgage, whether or not then due, with any excess paid to Borrower.
- 7.4 If Borrower abandons the Property, or if within 30 days after Lender gives Borrower written notice (mailed to the Property Address) as to the willingness of the insurance carrier to pay or settle a claim, Borrower does not contact Lender about such claim, Lender may collect insurance proceeds payable upon such claim. Lender then may either use such proceeds to restore or repair the Property, or to apply them to the sums secured by this Mortgage, whether or not then due. Lender shall pay Borrower any excess, by check mailed to the Property Address.
- 7.5 Unless Lender and Borrower otherwise agree in writing, application of proceeds to principal shall not extend or postpone the due date of the payments required by this Mortgage or the Note, or change the amount(s) of such payments.
- 7.6 If Lender acquires the Property by foreclosure, Lender also shall acquire Borrower's right to insurance policies and their proceeds, but only to the extent of unpaid sums secured by this Mortgage.

8. PRESERVATION AND MAINTENANCE OF PROPERTY.

- 8.1 Borrower shall:
 - 8.1.1 Not commit waste or permit impairment or deterioration of the Property;
 - 8.1.2 Not abandon the Property;
 - 8.1.3 Restore or repair promptly and in a good and workmanlike manner all or any part of the Property to the equivalent of its original condition, or such other condition as Lender may approve in writing, in the event of any damage, injury, or loss to the Property, whether or not insurance proceeds are available to cover the whole or any part of the costs of such restoration or repair;
 - 8.1.4 Keep the Property, including equipment, machinery, and appliances on it, in good repair; and shall replace them when necessary to keep them in good repair; and

8.1.5 Comply with all laws, ordinances, regulations, and requirements of any governmental body applicable to the Property.

8.2 Neither Borrower nor any other person shall remove, demolish, or alter any improvements now existing or subsequently erected on the Real Estate, or any fixture, equipment, machinery, or appliance in or on the Real Estate except when incident to the replacement of fixtures, equipment, machinery, and appliances with items of like kind.

9. PROTECTION OF LENDER'S RIGHTS IN PROPERTY.

9.1 If Borrower fails to perform the covenants and agreements contained in this Mortgage, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation, or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property, including paying items which are Borrower's obligations under this Mortgage or the Note. Lender's actions may include paying any sums secured by a Prior Lien, appearing in court, paying reasonable attorneys' fees, paying hazard insurance premiums, and entering on the Property to make repairs or replacements. Although Lender may take action under this section 9, Lender is not required to do so.

9.2 Any amounts paid or disbursed by Lender under this section 9 shall become additional debt of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate, and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

10. **SUCCESSORS AND ASSIGNS BOUND.** All terms of this Mortgage and the Note shall be jointly and severally binding upon Borrower and upon each and all of Borrower's successors in ownership of the Property, as well as upon all heirs and legal representatives of Borrower.

11. NOTICES.

11.1 Any notice, designation, consent, approval, offer, acceptance, statement, request, or other communication required or allowed under this Mortgage ("Notice") shall be in writing, and shall be given to a party at the address stated in this Mortgage, or at such other address as a party may designate in a Notice to the other party.

11.2 Notice shall be deemed given when:

11.2.1 Personal service of the Notice is made on the party to be notified (but the party need not be at the address designated under section 14.1);

11.2.2 The Notice is mailed to the party to be notified by means of first class U.S. mail, postage prepaid; or

11.2.3 The Notice is sent to the party to be notified by express courier such as "Federal Express", "Purolator", or such other similar carrier guaranteeing next day delivery.

11.3 Refusal by a party to accept a Notice shall not affect the giving of the Notice.

12. **SEVERABILITY.** A conflict of any provision in this Mortgage or in the Note with applicable law shall not affect other provisions which can be given effect without the conflicting provision. To this end, the provisions of this Mortgage and the Note are declared to be severable.

13. **TRANSFER OF THE PROPERTY.** If all or any part of the Property or any interest in it is sold or transferred without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Mortgage.

14. **EVENT OF DEFAULT; ACCELERATION; REMEDIES; REINSTATEMENT RIGHTS.**

14.1 **Event of Default.** For the purposes of this Mortgage, the term "Event of Default" shall mean any of the following:

14.1.1 The making by Borrower of any false or inaccurate representation in this Mortgage, the Note, or any document related to them;

14.1.2 Borrower's breach of any warranty made in this Mortgage; or

14.1.3 Borrower's failure to observe or comply with any provision or covenant in this Mortgage, the Note, or any document related to them.

14.2 **Notice of Default.** Lender shall give Notice to Borrower prior to acceleration following an Event of Default (but not prior to acceleration under section 16 unless applicable law provides otherwise). The Notice shall specify:

14.2.1 The Event of Default;

14.2.2 The action required to cure the Event of Default;

14.2.3 A date, not less than 15 days from the date the Notice is given to Borrower, by which the Event of Default must be cured; and

14.2.4 That failure to cure the Event of Default on or before the date specified in the Notice may result in acceleration of the sums secured by this Mortgage and foreclosure of this Mortgage by judicial proceedings.

14.3 **Acceleration; Remedies.** If an Event of Default is not cured on or before the date specified in the Notice, Lender at its option, shall have the following remedies, which are cumulative and are not mutually exclusive:

14.3.1 May require immediate payment in full of all sums secured by this Mortgage;

14.3.2 May foreclose this Mortgage by judicial proceedings;

14.3.3 May collect all costs incurred in pursuing any remedies including, but not limited to, reasonable attorneys' fees, costs of title evidence and survey, and expenses for environmental testing (which testing Lender reasonably believes is necessary to protect Lender's interest in the Property); and

15. **BORROWER NOT RELEASED; FORBEARANCE BY LENDER NOT A WAIVER.** Any forbearance by Lender in exercising any right or remedy under this Mortgage or the Note shall not be a waiver, or preclude the exercise, of any right or remedy.

16. **LENDER IN POSSESSION; RECEIVERSHIP.** If Lender accelerates pursuant to section 14, or Borrower abandons the Property, Lender also shall be entitled to take possession of the Property, and to have a receiver appointed to enter upon, take possession of, and manage the Property, and to collect the rents and profits of the Property (including those past due). Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents including, but not limited to, receiver's fees, premiums on receiver's bonds, and reasonable attorneys' fees, and then to the sums secured by this Mortgage.

17. **RELEASE.** Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower (except for recording fees, which shall be Borrower's expense).

18. **WAIVER OF VALUATION AND APPRAISEMENT.** Borrower waives all right of valuation and appraisal laws.

19. **AUTHORITY TO SIGN.** Each person signing this Mortgage in a representative capacity on behalf of Borrower warrants and represents to Lender that:

19.1 The person so signing this Mortgage has the actual authority to so sign, and to bind Borrower to this Mortgage, and

19.2 All corporate action necessary for the making of this Mortgage has been duly taken.

20. **MICELLANEOUS.**

20.1 **Governing Law.** This Mortgage shall be governed in all respects, whether as to validity, construction, capacity, performance, or otherwise, by the laws of the State of Indiana.

20.2 **Headings.** Section headings are included solely for convenience, and in no event shall affect or be used in connection with the interpretation of this Mortgage.

20.3 **Time of Essence.** Time is of the essence in this Mortgage.

20.4 **Computation of Time.** In computing a time period prescribed in this Mortgage, the day of the act or event shall not be counted. All subsequent days, including intervening weekend days and holidays, shall be counted in the period. The last day of the period so computed is to be included unless it is a weekend day or a legal holiday under Indiana Law, in which case the period is to be extended to the next day that is not a weekend day or a legal holiday.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Mortgage executed by Borrower and recorded with it, and Borrower acknowledges receipt of a conformed copy of this Mortgage.

**"LENDER": DBL Residential, L.P.,
by Double Tree Lake Estates, LLC,
General Partner**

**"BORROWER":
Homes Of The 20th Century, Inc.**

By: [Signature]
Randall Minas, Operating Member
For Sanim Management, LLC, Operating Member
For MDRM, LLC, Controlling Voting Member

By: [Signature]
Printed Name _____, (Office)

STATE OF INDIANA, COUNTY OF Lake SS:

On this 18 day of June, 2007, before me the undersigned a Notary Public in and for said County and state, personally appeared DBL Residential, L.P., by Double Tree Lake Estates, LLC, General Partner, by Randall Minas, Operating Member For Sanim Management, LLC, Operating Member For MDRM, LLC, Controlling Voting Member of Double Tree Lake Estates, LLC, and acknowledged the execution of the foregoing Mortgage.

Witness my hand and official seal.

My Commission Expires: 3-5-2009

[Signature] _____
Signature Printed Name
Resident of Lake County, Indiana

STATE OF INDIANA, COUNTY OF Lake SS:

On this 18 day of JUNE, 2007, before me the undersigned a Notary Public in and for said County and state, personally appeared Larry Luebbers _____
President (Office) of Homes Of The 20th Century, Inc., who acknowledged the execution of the foregoing Mortgage for and on behalf of Borrower.

Witness my hand and official seal.

My Commission Expires: 3-5-2009

[Signature] _____
Signature Printed Name
Resident of Lake County, Indiana

This instrument prepared by: Richard L. Mostak, Attorney At Law, Attorney No. 9236-45

Mail to: DBL Residential, L.P. 10110 Randolph St., Crown Point, IN 46307

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.

Name [Signature]