

Prepared by, recording requested by  
and return to:

Name: John Pellegrini  
Company: True Pro Services, Inc.  
Address: 9341 Hart Street  
City: St. John  
State: Indiana Zip: 46373  
Phone: 219-558-8319  
Fax: 219-558-8319

2007 098038

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD  
2007 DEC 14 AM 11:03  
MICHAEL A. BROWN  
RECORDER

Above this Line for Official Use Only

**Preliminary Notice and Claim for Lien**

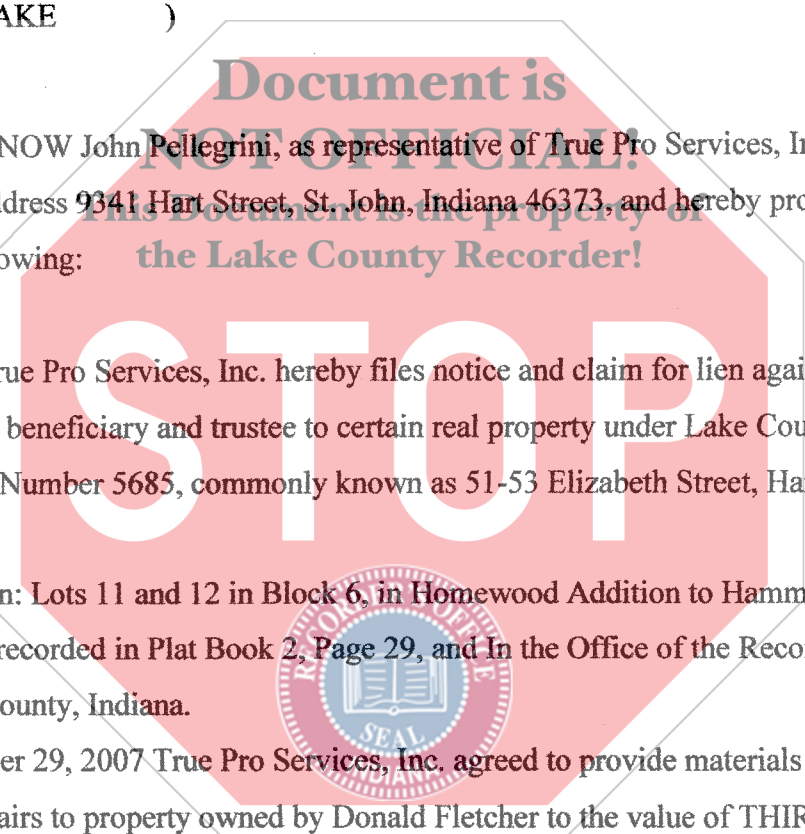
STATE OF INDIANA )  
 ) ss  
COUNTY OF LAKE )

COMES NOW John Pellegrini, as representative of True Pro Services, Inc., a corporation of address 9341 Hart Street, St. John, Indiana 46373, and hereby provides notice of the following:

The Claimant, True Pro Services, Inc. hereby files notice and claim for lien against Donald Fletcher, beneficiary and trustee to certain real property under Lake County Trust Company, Trust Number 5685, commonly known as 51-53 Elizabeth Street, Hammond, Indiana 46320.

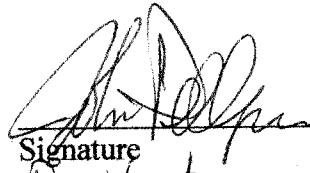
Legal Description: Lots 11 and 12 in Block 6, in Homewood Addition to Hammond, as per plat thereof, recorded in Plat Book 2, Page 29, and in the Office of the Recorder of Deeds of Lake County, Indiana.

That on November 29, 2007 True Pro Services, Inc. agreed to provide materials and make certain repairs to property owned by Donald Fletcher to the value of THIRTY FIVE THOUSAND DOLLARS (\$35,000.00) Pursuant to a secured promissory note executed by the claimant and Donald Fletcher on the 13 day of December, 2007 which is attached hereto and made part of this notice and claim



*21.00  
adalm  
2048477*

for lien. That said claimant is due the sum of \$35,000.00 after allowing for all credits, and claims a lien on said land and improvements, including other consideration due or to become due from the trustee.

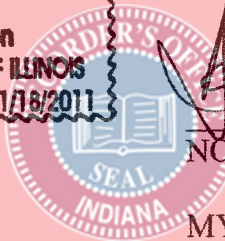
  
Signature  
President  
Title  
True Pro Services, Inc.  
Corporation

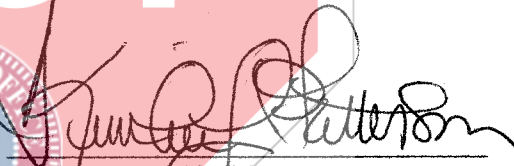
STATE OF INDIANA     )  
  ) .ss  
COUNTY OF LAKE     )

PERSONALLY appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named John Pellegani and Donald Fletcher, Jr who acknowledged to me that they signed, executed and delivered the above and foregoing instrument of writing on the day and year therein mentioned, having been first authorized so to do.

GIVEN under my hand and official seal this the 13<sup>th</sup> day of December,  
2007

OFFICIAL SEAL  
Kimberly Patterson  
NOTARY PUBLIC, STATE OF ILLINOIS  
My Commission Expires 01/18/2011



  
NOTARY PUBLIC  
MY COMMISSION EXPIRES:  
1-18-2011

## PROMISSORY NOTE SECURED

\$35,000.00 (THIRTY FIVE THOUSAND AND 00/100 DOLLARS)

Date 12/13, 2007

51-53 Elizabeth Street, Hammond, Indiana 46320

### 1. BORROWER'S PROMISE TO PAY

Donald Fletcher ("Borrower") hereby promises to pay to the order of True Pro Services, Inc. ("Lender") with the address of 9341 Hart Street, St. John, Indiana 46373, the sum of \$35,000.00 (THIRTY FIVE THOUSAND AND 00/100 DOLLARS) ("Principal"). I will make all payments under this Note in the form of cash, check or money order. I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

### 2. PAYMENTS

#### (A) Time and Place of Payments

This Note is due and payable in full on February 1, 2008, if not paid sooner. The principal and interest shall be payable when due at 9341 Hart Street, St. John, Indiana 46373, or at a place of which the undersigned may be notified in writing by the holder of this note

### 3. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment." When I make a prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a prepayment if I have not made all the monthly payments due under the Note.

I may make a full prepayment or partial prepayments without paying a prepayment charge. The Note Holder will use my prepayments to reduce the amount of principal that I owe under this Note. However, the Note Holder may apply my prepayment to the accrued and unpaid interest on the prepayment amount, before applying my prepayment to reduce the principal amount of the Note. If I make a partial prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

### 4. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (i) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (ii) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the principal I owe under this Note or by making a direct payment to me. If a refund reduces principal, the reduction will be treated as a partial prepayment.

### 6. BORROWER'S FAILURE TO PAY AS REQUIRED

#### (A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 3% of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

#### (B) Default

If I do not pay the full amount of each payment on the date it is due, I will be in default.

#### (C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

#### (D) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

#### (E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

**7. GIVING OF NOTICES**

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by delivering it or by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

**8. OBLIGATIONS OF PERSONS UNDER THIS NOTE**

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

**9. WAIVERS**

I and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

**10. UNIFORM SECURED NOTE**

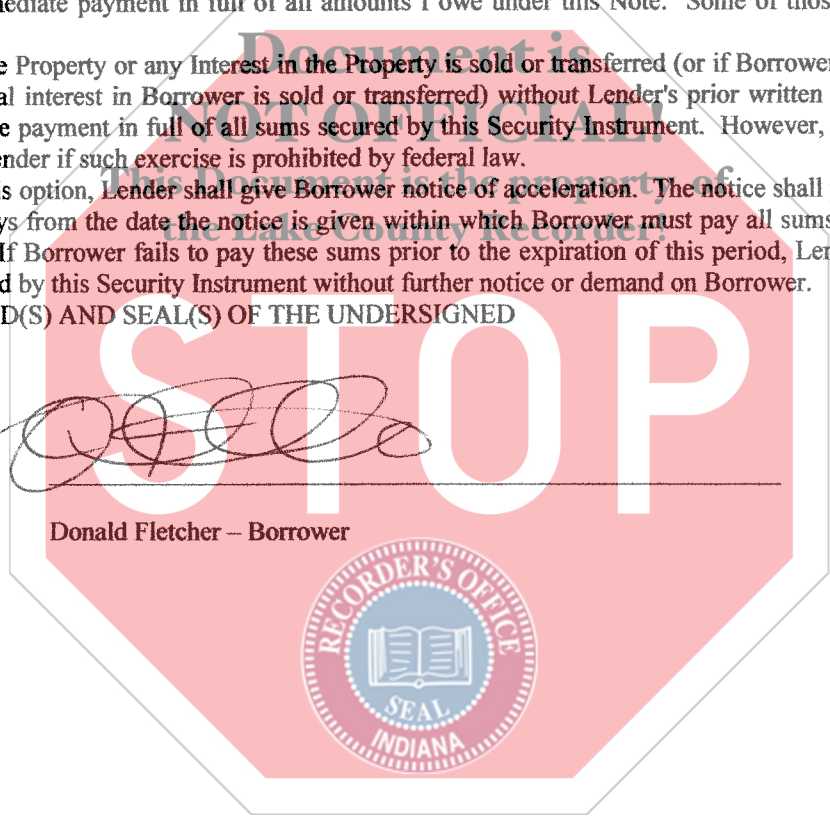
This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED

Donald Fletcher – Borrower





STATE OF INDIANA  
COUNTY OF LAKE

PERSONALLY appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named John Pellegrini and Donald Fletcher Jr who acknowledged to me that they signed, executed and delivered the above and foregoing instrument of writing on the day and year therein mentioned, having been first authorized so to do.

GIVEN under my hand and official seal this the 13<sup>th</sup> day of December, 2007

OFFICIAL SEAL  
Kimberly Patterson  
NOTARY PUBLIC, STATE OF ILLINOIS  
My Commission Expires 01/18/2011

  
NOTARY PUBLIC



STATE OF INDIANA     )  
                                  ) ss  
COUNTY OF LAKE     )

The affiant, John Pellegrini being duly sworn on oath, deposes and says that he is the agent of True Pro Services, Inc., that he has read the foregoing notice and claim for lien and knows the contents thereof, and that all the statements therein contained are true.

TRUE PRO SERVICES, INC.  
  
\_\_\_\_\_  
John Pellegrini / Agent

PERSONALLY appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named John Pellegrini who acknowledged to me that they signed, executed and delivered the above and foregoing instrument of writing on the day and year therein mentioned, having been first authorized so to do.

GIVEN under my hand and official seal this the 13<sup>th</sup> day of December, 2007

OFFICIAL SEAL  
Kimberly Patterson  
NOTARY PUBLIC, STATE OF ILLINOIS  
My Commission Expires 01/18/2011

  
\_\_\_\_\_  
NOTARY PUBLIC  
MY COMMISSION EXPIRES:  
1-18-2011

