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Above Space for Recorder's use only

2007 099686

**MORTGAGE  
(INDIANA)**

**THIS AGREEMENT**, made December 6, 2007, between SERGIO GARCIA, 2931 Jewitt Avenue, Highland, Indiana 46322, hereinafter referred to as "Mortgagor" and MILL POND FUNDING LLC, c/o Haberman & Goldenberg LLP, 1212 Avenue of the Americas, New York, New York 10036 herein referred to as "Mortgagee", witnesseth:

THAT WHEREAS the Mortgagor is justly indebted to the Mortgagee upon the installment note of even date herewith in the principal sum of SEVENTY SEVEN THOUSAND FOUR HUNDRED DOLLARS (\$77,400.00) Dollars, payable to the order of and delivered to the Mortgagee, in and be which note the Mortgagors promise to pay the said principal sum and interest at the rate and in installments as provided in said note, with a final payment of the balance due on the 6th day of December, 2008, and all of said principal and interest are made payable at such place as the holders of the not may, from time to time, in writing appoint, and in absence of such appointment, then at the office of the Mortgagee at MILL POND FUNDING LLC, c/o Haberman & Goldenberg LLP, 1212 Avenue of the Americas, New York, New York 10036.

NOW, THEREFORE, the Mortgagor to secure the payment of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of this mortgage, and the performance of the covenants and agreements herein contained, by the Mortgagors to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, do by these presents CONVEY AND WARRANT unto the Mortgagee, and the Mortgagee's successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situate, lying and being in the City of Merrillville, County of Lake, in State of Indiana, to wit:

SEE SCHEDULE "A" ATTACHED HERETO

which, with the property herein after described, is referred to herein as the "premise",

Permanent Real Estate Index Number(s): 36-15-0275-0002

Address(es) of Real Estate: 1451 Meadow Drive, Merrillville, Indiana

TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagors may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily) and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, inador beds, awnings, stoves and water heaters. All of the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by Mortgagors or their successors or assigns shall be considered as constituting part of the real estate.

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# 670793  
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TO HAVE AND TO HOLD the premises unto the Mortgagee, and the Mortgagee's successors and assigns, forever, for purposes, and upon the uses herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Law of the State of Illinois, which said rights and benefits the Mortgagor does hereby expressly release and waive.

The name of the record owner is: SERGIO GARCIA

This mortgage consists of four pages. The covenants, conditions, and provisions appearing on page 3 are incorporated herein by reference and are a part hereof and shall be binding on Mortgagors, their heirs, successors and assigns.

Witnesseth the hand and seal of Mortgagors the day and year first above written.

SERGIO GARCIA

(SEAL)

(SEAL)

State of Indiana, County of Lake ss:

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that SERGIO GARCIA <sup>personally</sup> personally known to me to be the same person whose name subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, seal and delivered the said instrument as a free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal, this 6th day of December, 2007

Commission expires on April 15, 2010

Alicia A. Herndobler  
NOTARY PUBLIC

Alicia A. Herndobler  
Res. of Porter county

This instrument was prepared by: Haberman & Goldenberg LLP

Mail this instrument to: MILL POND FUNDING LLC, c/o Haberman & Goldenberg LLP, 1212 Avenue of the Americas, New York, New York 10036

return to: **REVERSE TITLE OF INSTRUMENT**  
375 Glensprings Dr., #105  
Cincinnati, Ohio 45243

**ALICIA A. HERNDOBLER**  
NOTARY PUBLIC  
SEAL  
EXPIRES APRIL 15, 2010  
STATE OF INDIANA

OR RECORDER'S OFFICE BOX NO. \_\_\_\_\_

"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."

PREPARED BY: [Signature]

**Legal Description**

For File: **I955**

Property Address: 1451 Meadow Drive Merrillville, IN 46410

Situated in Lake County, in the State of Indiana:

Lot Numbered 2, in Block 12 as shown on the recorded plat of Meadowdale Subdivision recorded in Plat Book 31 page 52 in the Office of the Recorder of Lake County, Indiana.

Be the same more or less, but subject to all legal highways.

Parcel No. 36-15-0275-0002

