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MORTGAGE

→ This Agreement Made between Carl B Carney & Marian Rose Carney, parties of the first part, and Keith Markert & Julie Markert, parties of the second part.

WITNESSETH, That the said party of the first part, in consideration of the money to be paid, and the covenants as herewith expressed to be performed and fulfilled by the party of the second part (the payment of said money and prompt performance of said covenants being a condition precedent, and time of the essence of said condition) hereby agree, upon such payments and performance of covenants, to sell to the said party of the second part the real estate hereinafter described, situated in LAKE County, in the State of Indiana, and described as follows, to wit:

Lot 31, Maginot Meadows, an addition to the Town of St. John, Lake County, Indiana, as per plat thereof, recorded in plat book 92, page 10, as amended by a certificate of amendment dated August 25, 2003 and recorded August 26, 2003 as document number 2003089079, in the office of the recorder of Lake County Indiana.

→ Commonly known as: 9746 Ivy Avenue, Saint John, IN 46373

And the said party of the second part, in consideration thereof, hereby agrees to pay to the said party of the first part at 7127 Arkansas Ave, Hammond Indiana, 46323, the sum of Fifteen Thousand Dollars (\$15,000.00) at the time and in the manner following to wit

Payments to be paid in 360 equal payments of One Hundred Ninety Two and Forty Six Cents (\$192.46) beginning May 1, 2007.

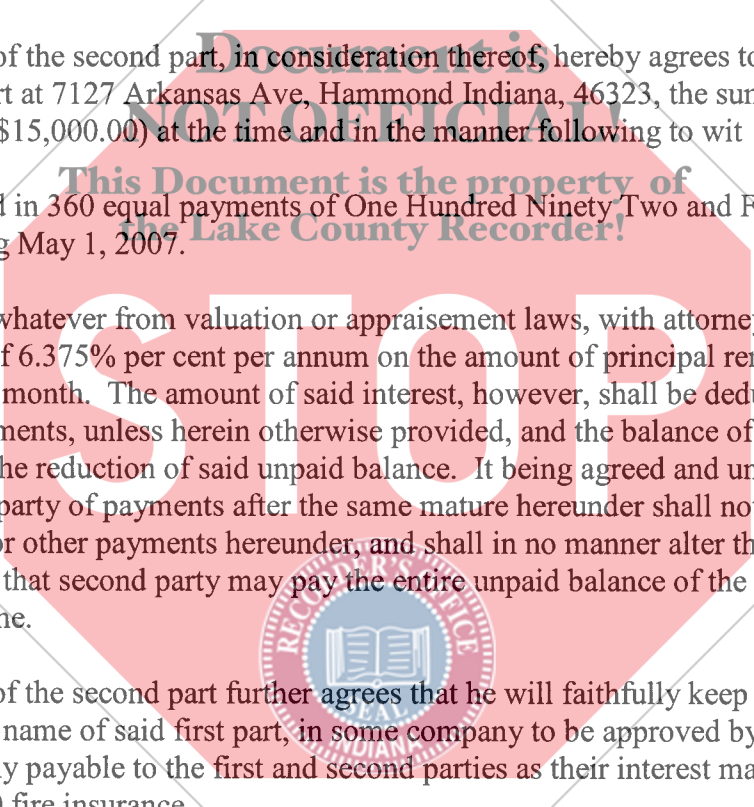
Without any relief whatever from valuation or appraisal laws, with attorney's fees and interest at the rate of 6.375% per cent per annum on the amount of principal remaining due on the last day of each month. The amount of said interest, however, shall be deducted from the amount of said payments, unless herein otherwise provided, and the balance of said payments shall be applied to the reduction of said unpaid balance. It being agreed and understood that any acceptance by first party of payments after the same mature hereunder shall not operate as an extension of time for other payments hereunder, and shall in no manner alter the strict terms hereof. It is agreed that second party may pay the entire unpaid balance of the purchase price hereunder at any time.

And the said party of the second part further agrees that he will faithfully keep an insurance on said property in the name of said first part, in some company to be approved by said first party, endorsed, loss, if any payable to the first and second parties as their interest may appear, in the sum of \$230,000.00 fire insurance.

The party of the second part does hereby irrevocably consent that party of the first part may any time during the life of this contract, mortgage and encumber the real estate for an amount not to exceed the balance due hereunder at the time of making such mortgage. Whenever the unpaid balance due on this contact is reduced so that it is possible so to do, the Second party agrees to borrow a sufficient sum of money to pay in full to the First Party said unpaid balance, including interest at the rate aforesaid, then unpaid, on this contract at the time of procuring and receiving such loan.

And the said party of the first part further covenants and agrees with the party of the second part, that upon the payment of the money and interest at the time and in the manner heretofore specified, and the prompt and full performance by the said party of the second part of all his covenants and agreements herein made, that they, the said party of the first part, will convey or cause to be conveyed to the said party of the second part, by Warranty Deed, the above described real estate subject to all taxes and special assessments and to all the other conditions herein provided. At such time, said first party shall furnish said second party, or in the party, or in the party making conveyance to said second party.

The First Party shall have the right, at any time, to enter upon and in said premises for the purposes of inspecting the same.



2008 08 16 20

STATE OF INDIANA
CLERK OF SUPERIOR COURT
LAKE COUNTY
JULIE MARKERT
2008 AUG 16 10:21

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The Second Party shall not assign or transfer this contract of sale, let or sublet said real estate or any part thereof, remove any improvements of any kind or character, or make any alterations, with the written consent of the First Party. This provision shall apply both to improvements now on the premises and to improvements that may be place thereon.

Provided always that these presents are upon the condition that in case of the failure of the said party of the second part, his heirs, executors, administrators or assigns in the performance of all or either of the covenants and promises on his part to be performed and fulfilled, the said party of the first part, their successors, assigns or legal representatives, shall have the right to declare this contract forfeited and void, and thereupon to recover all the installments due and unpaid, together with interest thereon, as rent for he use and occupation of said real estate, and to take possession thereof, and to regard the person, or persons, in possession on such termination of the contract, as tenants holding over without permission (if that should be necessary to gain prompt possession of said real estate) and to recover all damages sustained by such holding over without permission or by means of any waste committed or suffered on said real estate, and thereupon all interest of said second party in and to the above described premises shall cease and terminate, and said first party shall retain all the money which may have been paid by second party, as well as any improvements or additions to the real estate, as rent for the use of said property by said second party until the time of such forfeiture.

IN WITNESS WHEREOF, the said parties have hereunder set their hands and seals this 12th day of April, 2007.

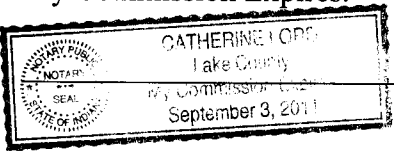
Carl B. Carney
Carl B. Carney
Rose Marian Carney
Rose Marian Carney
Keith Markert
Keith Markert
Julie Markert
Julie Markert

STATE OF INDIANA)
) SS: ACKNOWLEDGMENT
COUNTY OF LAKE)

Before me, a Notary Public in and for the said County and State, personally appeared Carl Scholl, and acknowledged the execution of the foregoing Note Agreement as their free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS MY HAND and Notary Seal this 12th of April, 2007.

My Commission Expires:



Signature: *Catherine Lord*
Printed Catherine Lord,
Notary Public residing in Lake, County, IN.

"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: _____