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**MORTGAGE**

Typan Inc, for and with Kwiatkowski Land Management LLC, Indiana, ("Borrower") mortgages and warrants to Sam Palermo ("Lender"), the property located at 12905-B West 77<sup>th</sup> Avenue, Schererville, Indiana 46375, Lake County, to secure the repayment of the Mortgage Promissory Note executed contemporaneously with this Mortgage on June 8th, 2008, the said mortgage being dated and duly signed, sealed, and acknowledged by the grantor, shall be deemed and held to be good and sufficient mortgage to the grantee, his or her heirs, assigns, executors, and administrators, with warranty from the grantor and his or her legal representatives, of perfect title in the grantor, and against all previous encumbrances.

\* 2016 ROBIN HOOD BLVD  
SCHERERVILLE, IND  
46375

**ARTICLE I  
RECITALS**

**Execution and Delivery of Note. 1.01.** The Borrower has executed and delivered to the Lender a Note ("Note") bearing the same date as this Mortgage, promising to pay to the Lender one hundred nine-teen thousand dollars (\$ 119,000.00) in lawful money of the United States of America. This money and equity is exchanged for a Mortgage interest in the Subject Property 12905-B West 77<sup>th</sup>, Schererville Indiana 46375 and legal description as follows:

PARCEL NO: 09-11-0009-0003

**LEGAL DESCRIPTION:** A part of the Northeast 1/4 of Section 19, Township 35 North, Range 9 West of the 2nd Principal Meridian, in Lake County, Indiana, described as follows: Beginning at the Northeast corner of said Section 19; thence South 00 degrees 45 minute 18 seconds East along the East line of said Northeast 1/4, 2310.68 feet to the North right-of-way line of the Louisville, New Albany, and Chicago Railroad (now the Chicago, Indianapolis and Louisville Railway); thence North 45 degrees 25 minute 51 seconds West along the said North right-of-way line of the Louisville, New Albany, and Chicago Railroad (now the Chicago, Indianapolis and Louisville Railway), 1238.95 feet to a point; thence North 00 degrees 45 minutes 18 seconds West parallel with the said East line, 1451.80 feet to the North line of said Northeast 1/4; thence South 89 degrees 17 minutes 59 seconds East along the said North line, 290.28 feet; thence South 00 degrees 42 minutes 01 seconds West perpendicular to the said North line, 311.00 feet; thence South 89 degrees 17 minutes 59 seconds East parallel with the said North line, 280.00 feet; thence North 00 degrees 42 minutes 01 seconds East perpendicular to the said North line, 311.00 feet to the said North line; thence South 89 degrees 17 minutes 59 seconds East along the said North line 301.10 feet to the point of beginning, containing 35.37 acres more or less;

With interest on the principal sum at the rate of Twelve and nine tenth percent (12.9%) per annum, simple interest, according to the terms and conditions specified in the Note. The terms of the Note are incorporated into this Mortgage by this reference.

**Mortgage of Property. 1.02.** In consideration of this loan, and as security for repayment to the Mortgagee of the principal, interest, and any other sums provided for in the Note and the Mortgage according to the terms and conditions of the Note and Mortgage, and as security for performance of the agreements and conditions contained in the Note and the Mortgage, the Borrower mortgages to the Lender the real estate described in Exhibit "A," which is attached to this Mortgage and made a part of it by this reference, together with the following: (a) All buildings and improvements erected or to be erected on the property; (b) All fixtures, appliances, machinery, equipment, and other articles of personal property at any time installed in, attached to, or situated on the real estate or in the buildings and improvements to be erected on the real estate, or used or intended to be used in connection with the real estate, or in the operation of the buildings and improvements, plant, business, or dwelling on the real estate, whether or not the personal property is affixed to the real estate; (c) All building materials, fixtures, building machinery, and building equipment delivered on site to the real estate during the course of, or in connection with, construction of the buildings and improvements; (d) All streets, alleys, passages, watercourses, easements, and covenants existing or to be created for the benefit of the Borrower or any subsequent owner or tenant of the mortgaged real estate over ground adjoining the mortgaged real estate, and all rights to enforce their maintenance; (e) All other rights, privileges, reversions, and remainders, and all the income, rents, and profits arising from them, and all other interests or rights of the Borrower in the real estate; and (f) The replacements or proceeds from the sale of any of the above. All of the above-mentioned real estate, improvements, personal property, and other property and interests will be referred to in this instrument as the "Mortgaged Property."

**Copies of Required Documents. 1.03.** If the Borrower is required to deliver tax receipts and insurance policies to the holder of the Prior Mortgage, the Borrower may deliver photocopies of those documents to Mortgagee within the times set forth in this Mortgage, although this Mortgage otherwise requires delivery of original documents to the Lender.

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**ARTICLE II**  
**COVENANTS OF BORROWER**

**Payment and Performance. 2.01.** The Borrower will pay to the Lender, in accordance with the terms of the Note and this Mortgage, the principal, interest, and all other sums, and will perform and comply with all the agreements, conditions, covenants, provisions, and stipulations of the Note and this Mortgage.

**Maintenance of Mortgaged Property. 2.02.** The Borrower will not commit or permit the commission of waste in or about the Mortgaged Property. The Borrower will not remove, demolish, or structurally alter any building erected at any time on the Mortgaged Property, without the prior written consent of the Lender. The Borrower will not permit the Mortgaged Property to become vacant, deserted, or unguarded, and will maintain the Mortgaged Property in good condition and repair, reasonable wear and tear excepted. The Borrower will make, when necessary, all repairs of every nature.

**Condemnation Awards. 2.04.** All awards made to the owners of the Mortgaged Property by any governmental or other lawful authorities for Mortgaged Property taken or damaged through exercise of eminent domain, or for any easement taken in the property, including any awards for changes of grade of streets, are assigned to the Lender, who is authorized to collect and receive the proceeds from the authorities and to give proper receipts for those awards. The Lender will apply these payments (after deduction of attorneys' fees and other costs of collecting the funds) toward the payment of the amount owed on this Mortgage and the accompanying Note, even though the amount owed may not then be due and payable. The Borrower agrees, on request, to make any assignments or other instruments needed to assign the awards to the Lender, free and clear of any encumbrances. The Borrower agrees to give the Lender immediate notice of the actual or threatened commencement of any eminent domain proceedings affecting the Mortgaged Property, and will give the Lender copies of any papers served on the Borrower in connection with those proceedings. The Borrower will not make any settlement for damages sustained without the Lender's prior written approval, which approval will not be unreasonably withheld.

**Insurance. 2.05.** (a) The Borrower will keep the Mortgaged Property continuously insured, with extended coverage, against loss or damage by fire. The Borrower will also keep the property insured against such other hazards as the Lender may reasonably require; (b) Without limiting the requirement above, the Borrower will, if requested by the Lender, maintain insurance as follows: (1) Insurance against loss or damage to the Mortgaged Property by fire and any of the risks covered by insurance of the type now known as "fire and extended coverage." This insurance will be in the original amount of the Note, or in the amount of that percentage of the full replacement cost of all buildings and improvements erected on the property (exclusive of the cost of excavations, foundations, and footings below the lowest basement floor) required to satisfy any applicable coinsurance requirement in any policy, whichever is greater. The policies of insurance carried in accordance with this Subparagraph will contain the "Replacement Cost Endorsement"; (2) Comprehensive public liability insurance (including coverage for elevators and escalators, if any, on the Mortgaged Property and, if any construction of new improvements occurs after execution of this Mortgage, completed operations coverage for one year after construction of the improvements has been completed) on an "occurrence basis" against claims for personal injury. This coverage will include, without limitation, bodily injury, death, or property damage occurring on, in, or about the Mortgaged Property and the adjoining streets, sidewalks, and passageways; (3) Workers' compensation insurance (including employer's liability insurance, if requested by the Lender) for all employees of the Borrower engaged on or with respect to the Mortgaged Property in an amount reasonably satisfactory to the Lender, or, if limits are established by law, in the legal amounts; (4) During the course of any construction or repair of improvements on the Mortgaged Property, builder's completed value risk insurance against "all risks of physical loss," including collapse and transit coverage, during construction of such improvements; (5) Boiler and machinery insurance covering pressure vessels, air tanks, boilers, machinery, pressure piping, heating, air conditioning, elevator and escalator equipment, provided the Mortgaged Property contains equipment of that nature, and insurance against loss of occupancy or use arising from any breakdown, in amounts reasonably satisfactory to the Mortgagee; (6) Such other insurance as may from time to time be reasonably required by the Lender against the same or other hazards. (c) All policies of insurance required by the terms of this Paragraph will contain an endorsement or agreement by the insurer that any loss will be payable in accordance with the terms of the policy notwithstanding any act or negligence of the Borrower that might otherwise result in forfeiture of insurance. All policies will also contain an agreement by the insurer waiving all rights of set off, counterclaim, or deductions against the Borrower. (d) All policies of insurance will be issued by companies and in amounts satisfactory to the Lender. All policies of insurance will contain a mortgagee clause in favor of the Lender, not subject to contribution, and a lender's loss payable endorsement for the benefit of the Lender, all in forms satisfactory to the Lender. The Borrower will furnish the Lender with a signed duplicate original policy with respect to all required insurance coverage. If the Lender consents to provide any of the required insurance through blanket policies carried by the Borrower and covering more than one location, the Borrower will furnish the Lender with a signed certificate of insurance for each policy setting forth the coverage, the limits of liability, the name of the carrier, the policy number, and the expiration date. At least thirty (30) days prior to the expiration of each policy, the Borrower will furnish the Lender with evidence satisfactory to the Lender of the payment of premium and the reinsurance of a policy continuing insurance in force as required by this Mortgage. All policies, including policies for any amounts carried in excess of the required minimum and policies not specifically required by the Lender, will be in a form satisfactory to the Lender, will be maintained in full force and effect, and will be assigned and delivered to the Lender, with premiums prepaid, as collateral security for payment of the indebtedness secured by this Mortgage. All policies will contain a provision that the policies will not be cancelled or materially amended (including any reduction in the scope or limits of coverage), without at least fifteen (15) days prior written notice to the Lender. If all or part of the insurance will expire, be withdrawn, or become void or unsafe by reason of the Borrower's breach of any condition, or become void or unsafe by reason of the value or impairment of the capital of any company in which the insurance may then be carried, or if for any reason





whatever the insurance will be unsatisfactory to the Lender, the Borrower will place new insurance on the premises, satisfactory to the Lender. (e) In the event the Borrower fails to provide, maintain, or deliver and furnish to the Lender the policies of insurance required by this Mortgage, the Lender may procure insurance for the risks, covering the Lender's interest. The Borrower will pay all premiums on insurance procured by the Lender promptly on demand. (f) In the event of loss, the Borrower will give immediate notice to the Lender, and the Lender may make proof of loss if not made promptly by the Borrower.

**Taxes and Other Charges. 2.06.** The Borrower will pay all taxes, assessments, water and sewer rents, and other charges or claims assessed, levied, or filed against the Borrower, the Mortgaged Property, or the interest of the Lender in the Mortgaged Property, or that, by law, may have priority over the indebtedness secured by this Mortgage. These expenses will be paid when due and payable before interest or penalties accrue. The Borrower will provide the Lender with receipts for payments of these amounts no later than the payment dates. If the Borrower, in good faith and by appropriate legal action, contests the validity or amount of any item, the Borrower may establish on its books or by deposit of cash with the Lender, as the Lender may elect, a reserve for the payment in an amount required by the Lender. If a reserve is established, the Borrower will not be required to pay the item or to produce the required receipts while the reserve is maintained and so long as the contest that operates to prevent collection has not been terminated or discontinued adversely to the Borrower, and is maintained and prosecuted with diligence.

**Installments for Insurance, Taxes, and Other Charges. 2.07.** On written request by the Lender, the Borrower will include in the payment of principal and interest, an amount equal to one twelfth of the annual premiums for the fire and extended coverage insurance and the annual real estate taxes, water and sewer rents, special assessments, charges, or claims, and any other item that might become a lien on the Mortgaged Property prior to the lien of this Mortgage. From time to time, the Borrower will pay on demand to the Lender any additional sums necessary to pay taxes and other items, as estimated by the Lender. The amounts paid will be security for payment of taxes and other items and will be used in payment of those items if the Borrower is not otherwise in default under this Mortgage. No amount paid will be deemed to be trust funds but may be commingled with the general funds of the Lender, and no interest will be payable on the amounts. If, pursuant to any provision of this Mortgage, the whole amount of the unpaid principal debt becomes due and payable, the Lender will have the right, at its election, to apply these funds against the entire indebtedness secured by this Mortgage. At the Lender's option, the Lender may waive, and after any waiver may reinstate, the provisions of this Paragraph requiring payments.

**Security Agreement. 2.08.** This Mortgage constitutes a security agreement under the Uniform Commercial Code and creates a security interest in the personal property included in the Mortgaged Property. The Borrower will execute and file any financing statements or other security agreements the Lender may require to confirm the lien of this Mortgage with respect to the personal property. The Borrower will pay all costs of filing.

**Compliance With Law and Regulations. 2.09.** The Borrower will comply with all laws, ordinances, regulations, and orders of all federal, state, municipal, and other governmental authorities relating to the Mortgaged Property.

**Inspections. 2.10.** The Lender, and any persons authorized by the Lender, will have the right at any time, on reasonable notice to the Borrower, to enter the Mortgaged Property at a reasonable hour to inspect and photograph its condition and state of repair.

**Declaration of No Set-Off. 2.11.** Within fifteen (15) days after a request by the Lender, the Borrower will certify to the Lender, or to any proposed assignee of this Mortgage, in duly acknowledged writing, the amount of principal, interest and other charges owing on the obligation secured by this Mortgage. The Borrower will also indicate whether there are any set-offs or defenses against the Mortgage.

**Defaults and Right to Remedy. 2.12.** If the Borrower fails to pay taxes, assessments, water and sewer charges, other lien able claims (not including contested claims), or insurance premiums, fails to make necessary repairs, permits waste, or otherwise fails to comply with its obligations under the Mortgage, the Note, or any other document executed in connection with the Mortgage, then the Lender, at its election and without notice to the Borrower, has the right to make any payment or expenditure that the Borrower should have made, or that the Lender deems advisable, to protect the security of this Mortgage or the Mortgaged Property. Any payment by the Lender will not prejudice the Lender's rights or remedies under this Mortgage. All sums, as well as costs, advanced by the Lender pursuant to this Mortgage will be due immediately from the Borrower to the Lender, will be secured by this Mortgage.

**Personal Liability. 2.13.** The Mortgagor agrees to be personally liable for all indebtedness secured by this Mortgage in accordance with its terms and the terms of the Note.

### **ARTICLE III** **DEFAULT AND REMEDIES**

**Events of Default. 3.01.** Any of the following will constitute an "Event of Default": (a) Failure of the Borrower to pay any installment of principal or interest, or any other sum, on the date it is due under the Note or this Mortgage; (b) The Borrower's failure to perform any of the other agreements, conditions, or covenants in the Note, Mortgage, or any other document executed in connection with the Mortgage; (c) The entry of a decree by a court having jurisdiction over the Mortgaged Property

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with respect to the Borrower in an involuntary case under the federal bankruptcy laws, or any other applicable federal or state bankruptcy, insolvency, or similar laws; (d) The appointment of a receiver, liquidator, custodian, trustee, (or similar official) for any substantial part of the Borrower's property; (e) A court-ordered winding-up or liquidation of the Borrower's affairs; (f) The commencement by the Borrower of a voluntary case under the federal bankruptcy laws or any other applicable federal or state bankruptcy, insolvency, or similar laws; (g) The consent by the Borrower to the appointment of a receiver, liquidator, trustee, custodian, or similar official for any substantial part of the Borrower's property; (h) The Borrower's making any assignment for the benefit of creditors, or the failure of the Borrower generally to pay its debts as they become due.

**Remedies. 3.02.** (a) If any Event of Default occurs, the entire unpaid balance of principal, accrued interest, and all other sums secured by this Mortgage will become immediately due and payable, at the option of the Lender upon written notice to the Borrower; (b) When the entire indebtedness becomes due and payable, because of maturity or because of any Event of Default, then the Lender may institute an action of mortgage foreclosure, or take any other action at law or in equity for the enforcement of this Mortgage and realization on the mortgage security that the law may allow. The Lender may proceed to final judgment and execution for the entire unpaid balance of the principal debt, with interest at the rate(s) stipulated in the Note, and all other sums due in accordance with the provisions of the Note and this Mortgage. This amount includes all sums that may have been loaned by the Lender to the Borrower after the date of this Mortgage, and all sums that may have been advanced by the Lender for taxes, water or sewer rents, other lien able charges or claims, insurance, repairs, maintenance, and all costs of the suit. The Borrower authorizes the Lender at its option to foreclose this Mortgage subject to the rights of any tenants of the Mortgaged Property. The Borrower will not assert the failure to make any tenants parties to the foreclosure proceedings as a defense to any proceedings instituted by the Lender to recover the indebtedness secured by this Mortgage or any deficiency remaining unpaid after the foreclosure sale. The mortgagor is not prevented from asserting in any proceedings disputing the amount of the deficiency or the sufficiency of any bid at the foreclosure sale or that any tenants adversely affect the value of the Mortgaged Property; (c) When the entire indebtedness becomes due and payable, because of maturity or because of any Event of Default, the Lender may enter into possession of the Mortgaged Property, with or without legal action. In the alternative, the Lender will be entitled to appointment of a receiver without regard to the solvency of the Borrower or any other person liable for the debt secured by this Mortgage, and regardless of whether the Lender has an adequate remedy at law. Either the Lender or a receiver may rent the Mortgaged Property for any period and on any terms and conditions that the Lender or receiver may see fit. The Lender or the receiver may collect rents, and, after deducting all costs of collection and administration expense, apply the net rentals to the payment of taxes, water and sewer rents, other lien able charges and claims, and insurance premiums, and to the maintenance, repair, or restoration of the Mortgaged Property, or to the reduction of the principal or interest, as the Lender or the receiver may elect. For that purpose, the Borrower assigns to the Lender all rentals due under any existing or future lease of the Mortgaged Property, as well as all rights and remedies provided in the lease or at law or in equity for the collection of the rentals. Any lease or leases entered into by the Lender or the receiver pursuant to this Paragraph 3.02 will survive foreclosure of the Mortgage and repayment of the debt, unless the lease provides otherwise; (f) With respect to the personal property in which a security interest is granted, the Lender may exercise any of the rights of a secured party under this Mortgage, the Uniform Commercial Code, and any other applicable law. If the Lender is required to provide notice of a public or private sale, lease, or other disposition of the personal property, the notice may be personally delivered to the Borrower or may be deposited in the United States mail with postage prepaid, at least thirty (30) business days prior to the proposed action. This notice will constitute reasonable and fair notice to the Borrower of any action.

**Attorneys' Fees. 3.03.** If the Lender becomes a party to any suit or proceeding affecting the Mortgaged Property, the lien created by this Mortgage, or the Lender's interest in the Mortgaged Property, or if the Lender engages counsel to collect any of the indebtedness or to enforce performance of the agreements or covenants of this Mortgage or the Note, the Lender's costs, expenses, and reasonable attorneys' fees will be paid by the Borrower, on demand, with interest at the rate provided in the Note. Until paid they will be deemed to be part of the indebtedness evidenced by the Note and secured by this Mortgage.

**ARTICLE IV**  
**ADDITIONAL PROVISIONS**

**Satisfaction of Mortgage. 4.01.** If the Borrower pays the Lender the principal sum and all other sums secured by this Mortgage in accordance with the provisions of the Note, then the Lender must provide Borrower with a release of mortgage or other evidence of satisfaction as requested by Borrower.

**Assignment. 4.02.** Except as provided otherwise in this instrument, the Lender may assign this mortgage, together with any and all notes or bonds representing the obligation of the Borrower to make payments, at any time without the prior consent of the Borrower. However, the Lender must give the Borrower actual notice of any assignment by certified mail, return receipt requested, before the due date of the next installment payment that is to be paid after the effective date of the assignment. The Lender also agrees to give the Borrower actual notice of any assignment or endorsement of the note that is being executed in connection with this mortgage; the Lender must give this notice by certified mail, return receipt requested, thirty (30) days before the effective date of the assignment or endorsement. Failure to provide the Borrower with any notice as required in this Paragraph 4.02 shall make the assignment or endorsement null, void, and of no legal effect. The Lender further agrees to indemnify and hold the Borrower harmless from any loss to any person incurred because of the Lender's failure to give the notices required by this Paragraph 4.02.

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**PROMISSORY NOTE**  
**Typan Inc. For Kwiatkowski Land Management LLC**

Date: June 7<sup>th</sup> 2008

Executed in Schererville, Indiana  
Principal amount of debt \$ 119,000.00 USD

Interest 12.9% per annum simple

**1. KWIATKOWSKI LAND MANAGEMENT LLC'S PROMISE TO PAY**

In return for equity and cash in the amount of one hundred nine-teen thousand dollars (\$119,000.00 USD) guaranteed, that the undersigned, Typan Inc, for and with Kwiatkowski Land Management LLC, an Indiana Corporation "Borrower" hereunder, is liable to Lender, Sam Palermo "Lender" Hereunder, and hereby promises to pay \$ 119,000.00 USD, (this amount is called "principal"), plus interest, to the order of the Lender. The Lender may, in his sole discretion, transfer this Note to any person or entity without the consent of any of the partners of Borrower. 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". No individual partner of Borrower shall have any personal liability under this note, Lender agreeing and understanding that its security for repayment of this Note shall only be (a) a certain Real Estate Mortgage, Security Agreement herewith executed by Borrower to Lender (hereinafter referred to as the "Mortgage").

**2. TERM AND PAYMENTS**

The term of this PROMISSORY NOTE shall be 180 days. All monies hereunder shall be paid no later than 180 day from the date hereof.

**3. INTEREST RATE**

The interest rate is eighteen (12.9%) percent per annum simple interest.

**4. Typan Inc, for and with Kwiatkowski Land Management LLC RIGHT TO PREPAY**

Borrower has the right to make payments of principal at any time before due, including full and complete payment of all principal. A payment of principal only is known as a "prepayment". When Borrower makes a prepayment, Borrower, will inform the Note Holder in writing that Borrower is doing so.

Borrower, may make a full prepayment or a partial prepayment without paying any prepayment charge. The Note Holder will use all of Borrower to reduce the amount of principal that Borrower, owes under this Note. Borrower, partial prepayment may reduce the amount of Sam Palermo interest for that period of time.

**5. Borrower 'S FAILURE TO PAY AS REQUIRED AND DEFAULT BY EITHER PARTY**

**(A) Late Charges for Overdue Payments**

If the Note Holder has not received the full amount of payment within ten (10) calendar days after the Note Holder has notified Borrower, that such payment has not been made Borrower, will pay a late charge to the Note Holder. The amount of the charge will be the amount of 5% of the overdue payment. Borrower will pay this late charge promptly.

**(B) Default**

The occurrence of any one of the following shall constitute an "Event of Default" under this Note: (1) A failure by Borrower to make payment when due, continuing for thirty (30) days or any other obligation of Borrower to the Note Holder; (2) A failure by Borrower to perform, keep or observe any term, provision, condition, covenant or warranty contained in this Note or any other agreement or instrument signed in connection with this Note; (3) A failure by the Note Holder to perform, keep or observe any term, provision, condition, covenant or warranty contained in this Note or any other agreement or instrument signed in connection with this Note.

Upon the occurrence of any Event of Default under this Note, or if a default exists under any other note, liability or obligation of Borrower to the Note Holder, whether as maker, co-maker, accommodation maker, endorser, or guarantor, then in such event, the entire principal balance of this Note, together with interest, fees, expenses, costs and other charges, shall, at the option of the Note Holder, immediately become due and payable in full without any notice or demand.

**(C) No Waiver By Note Holder**

If Note Holder chooses not to exercise its option to accelerate payment under Default subsection "B" in the event of a default, this does not waive Note Holder's right to accelerate payments under subsection "B" at a subsequent event of default.

**(D) Payment of Opposing Party's Costs and Expenses**

If either party is forced by the default of the other party to incur costs or legal fees to enforce that party's rights, then the defaulting party shall pay the non-defaulting party's costs and expenses. Those expenses include, but are not limited to, reasonable attorney's fees and costs.

**6. WAIVERS**

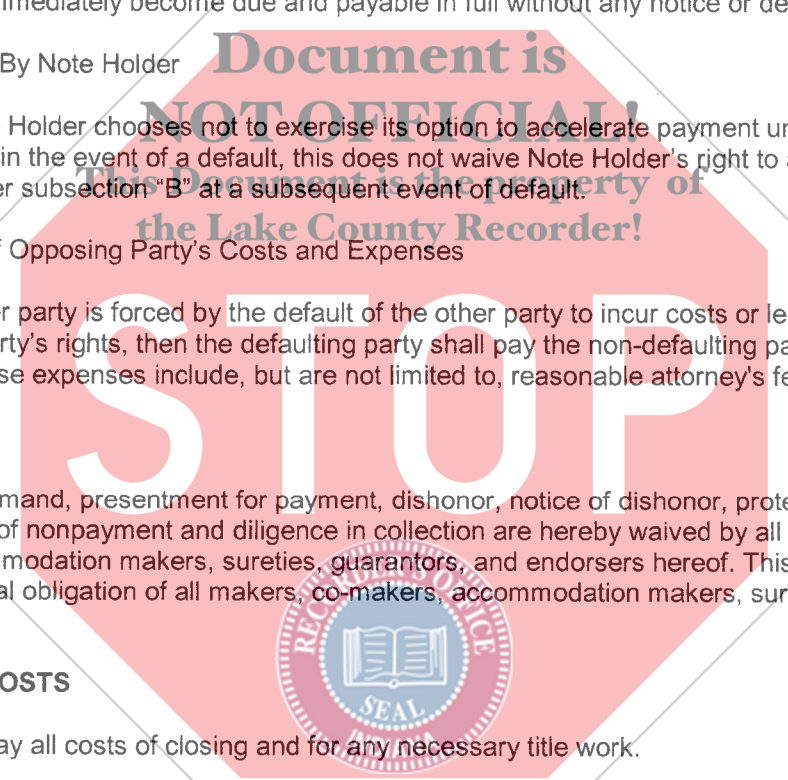
Demand, presentment for payment, dishonor, notice of dishonor, protest, notice of protest, notice of nonpayment and diligence in collection are hereby waived by all makers, co-makers, accommodation makers, sureties, guarantors, and endorsers hereof. This Note shall be the joint and several obligation of all makers, co-makers, accommodation makers, sureties, guarantors and endorsers.

**7. CLOSING COSTS**

Borrower will pay all costs of closing and for any necessary title work.

**8. WAIVER OF JURY TRIAL; VENUE AND JURISDICTION**

The Note Holder and Borrower, after consulting or having had the opportunity to consult with legal counsel, knowingly, voluntarily and intentionally waive any right either of them may have to a trial by jury in any litigation based upon or arising out of this Note or any related instrument or agreement or any of the transactions contemplated by this Note or any course of conduct, dealing, statements, whether oral or written or actions of either of them. Neither the Note Holder nor Borrower shall seek to consolidate, by counterclaim or otherwise, any action in which a jury has been waived with any



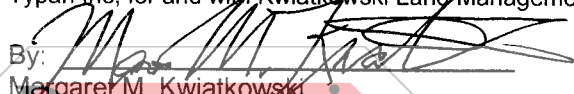
other action in which a jury trial cannot be or has not been waived. These provisions shall not be deemed to have been modified in any respect or relinquished by either the Note Holder or Borrower except by a written instrument executed by both of them.

This Promissory Note shall be construed according to the laws of the State of Indiana, without regard for its choice of law provisions. Borrower hereby submits to the jurisdiction of the Superior Court of Lake County, Indiana, and the United States District Court for the Northern District of Indiana for purposes of all legal proceedings arising out of or relating to this Promissory Note. Borrower hereby irrevocably waives, to the fullest extent permitted by law, any objection to venue of any such proceedings brought in such a court and any claim that any such proceeding brought in such a court has been brought in an inconvenient forum. Wherever possible, each provision of this Promissory Note shall be interpreted in such a manner as to be valid and effective under applicable law.

IN WITNESS WHEREOF, Borrower has executed this Note effective as of the date first written above.

IN WITNESS WHEREOF, the Grantor has executed this deed, this 12 day of June, 2008.

Typan Inc, for and with Kwiatkowski Land Management LLC

By: 

Margaret M. Kwiatkowski  
Typan Inc, for and with Kwiatkowski Land Management LLC

**NOT OFFICIAL!**

STATE OF INDIANA, **This Document is the property of**  
COUNTY OF LAKE **the Lake County Recorder!**

Before me, a Notary Public in and for said County and State, personally appeared Sam Palermo who acknowledged the execution of this agreement, and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 12 day of June, 2008.

My commission expires  
10-13-2013

Signature 

Printed Donna Bohling, Notary Public

Residing in Lake County, Indiana

