

2

REAL ESTATE MORTGAGE

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

This indenture witnesseth that **AJP Custom Homes, Inc.** of **Lake** County, as MORTGAGOR, **2009 060719** **2009 SEP -2 AM 11:23**

MORTGAGES AND WARRANTS

MICHAEL A. BROWN
RECORDER

to **Robert Neises Construction Corp.**, of **Lake** County, Indiana, as MORTGAGEE, the following real estate in **Lake** County, State of Indiana, to wit:

Parcel 1: Lot 41, White Hawk West, being a Subdivision in the Southeast Quarter of the Southeast Quarter of Section 36, Township 35 North, Range 9 West of the Second Principal Meridian, in Lake County, Indiana as recorded in Plat book 97, page 91, in the Office of the Recorder, Lake County, Indiana.

Commonly known as 4950 W. 100th Lane, Crown Point, IN 46307

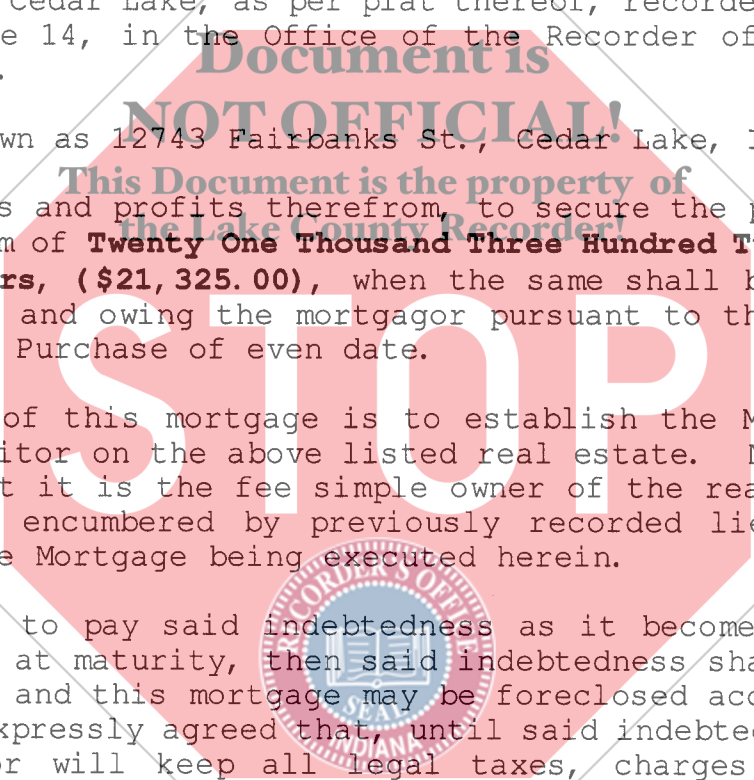
Parcel 2: Lot 46, Krystal Oaks Estates, an addition to the Town of Cedar Lake, as per plat thereof, recorded in Plat Book 97, page 14, in the Office of the Recorder of Lake County, Indiana.

Commonly known as 12743 Fairbanks St., Cedar Lake, IN 46303

and the rents and profits therefrom, to secure the payment of the principal sum of **Twenty One Thousand Three Hundred Twenty Five and 00/100 Dollars, (\$21,325.00)**, when the same shall become due, of all sums due and owing the mortgagor pursuant to the terms of an Agreement to Purchase of even date.

The purpose of this mortgage is to establish the Mortgagee as a secured creditor on the above listed real estate. Mortgagor only warrants that it is the fee simple owner of the real estate, but the same is encumbered by previously recorded liens which are senior to the Mortgage being executed herein.

Upon failure to pay said indebtedness as it becomes due, or any part thereof at maturity, then said indebtedness shall be due and collectible, and this mortgage may be foreclosed accordingly. It is further expressly agreed that, until said indebtedness is paid, the Mortgagor will keep all legal taxes, charges and property owner's association dues against the real estate paid as they become due, and will keep the buildings thereon insured against fire and other casualties in an amount at least equal to the indebtedness from time to time owing. Mortgagee shall be named as a loss payee on the insurance binder, and the insurance policy must provide that the policy may not be canceled without first giving



Return to
INDIANA TITLE NETWORK COMPANY
325 NORTH MAIN
CROWN POINT, IN 46307

17th
ck #17408
Rm

Mortgagee 14 days written notice. Mortgagee shall have the right to inspect the premises upon giving Mortgagor 24 hours written notice.

The undersigned person executing this mortgage on behalf of **AJP Custom Homes, Inc.** represents and certifies that he or she is a duly elected officer of **AJP Custom Homes, Inc.** and has been fully empowered, by proper resolution of the Board of Directors of **AJP Custom Homes, Inc.**, to execute and deliver this mortgage; that **AJP Custom Homes, Inc.** has full corporate capacity to mortgage the real estate described herein; and that all necessary corporate action for the making of such mortgage has been taken and done.

IN WITNESS WHEREOF, AJP Custom Homes, Inc. has caused this mortgage to be executed this **2nd** day of **September, 2009.**

AJP Custom Homes, Inc.

By: *Andrew S. Moore*
Andrew S. Moore President

STATE OF INDIANA)

COUNTY OF LAKE)

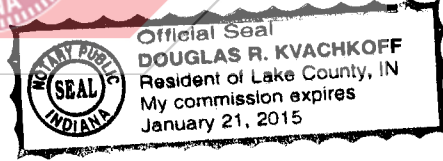
Before me, a Notary Public in and for said County and State, personally appeared **Andrew S. Moore** who having been duly sworn, stated that he is the **President** of **AJP Custom Homes, Inc.** who acknowledged the execution of the foregoing Mortgage for and on behalf of said **AJP Custom Homes, Inc.**, and who, having been duly sworn, stated that the representations therein contained are true.

WITNESS my hand and Notarial Seal this **2nd** day of **September, 2009.**

MY COMMISSION EXPIRES:
1-21-2015

Douglas R. Kvachkoff
Notary Public **DOUGLAS R. KVACHKOFF**
A Resident of lake County

This Instrument Prepared By: Douglas R. Kvachkoff, Attorney at Law
325 N. Main St., Crown Point, IN 46307 (219)662-2977.



Grantee address: *1640 E North 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.
John R. Kvachkoff