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REAL ESTATE MORTGAGE

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

This indenture witnesseth that **MSD, LLC** of **Lake County, Indiana** as
MORTGAGOR, **2009 060720** **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 11 in Lynnsway Unit 1, in the Town of Cedar
Lake, as per plat thereof, recorded in Plat Book 98, page 27,
in the Office of the Recorder of Lake County, Indiana.

Commonly known as 14630 Euclid, Cedar Lake, IN 46303

Parcel 2: Lot 12 in Lynnsway Unit 1, in the Town of Cedar
Lake, as per plat thereof, recorded in Plat Book 98, page 27,
in the Office of the Recorder of Lake County, Indiana.

Commonly known as 14637 Drummond, Cedar Lake, IN 46303

Parcel 3: Lot 26 in Lynnsway Unit 1, in the Town of Cedar
Lake, as per plat thereof, recorded in Plat Book 98, page 27,
in the Office of the Recorder of Lake County, Indiana.

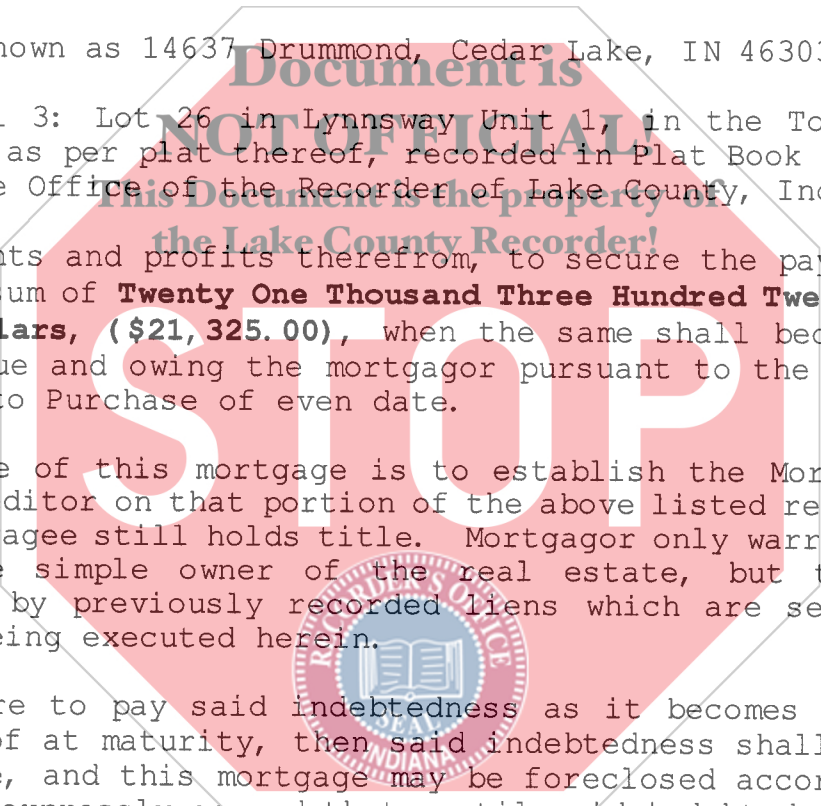
and the rents and profits therefrom, to secure the payment of the
principal sum of **Twenty One Thousand Three Hundred Twenty Five and**
00/100 Dollars, (\$21,325.00), when the same shall become due, of
all sums due and owing the mortgagor pursuant to the terms of an
Agreement to Purchase of even date.

The purpose of this mortgage is to establish the Mortgagee as a
secured creditor on that portion of the above listed real estate in
which Mortgagee still holds title. 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

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

1700
Jan 17408
CR
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a loss payee on the insurance binder, and the insurance policy must provide that the policy may not be canceled without first giving 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 **M3D, LLC** represents and certifies that he or she is a duly authorized member of **M3D, LLC** and has been fully empowered, by proper resolution or as stated in the operation agreement of **M3D, LLC**, to execute and deliver this mortgage; that **M3D, LLC** has full capacity to mortgage the real estate described herein; and that all necessary action for the making of such mortgage has been taken and done.

IN WITNESS WHEREOF, **M3D, LLC** has caused this mortgage to be executed this 3rd day of **September, 2009**.

M3D, LLC

By: *Andrew S. Moore*
Andrew S. Moore, Managing Member

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 **Managing Member** of **M3D, LLC** who acknowledged the execution of the foregoing Mortgage for and on behalf of said **M3D, LLC**, and who, having been duly sworn, stated that the representations therein contained are true.

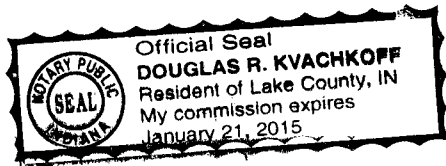
WITNESS my hand and Notarial Seal this 3rd day of **September, 2009**.

MY COMMISSION EXPIRES:

1-21-2015

Grantee address: 16406 North St. Crown Point, IN 46307

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



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.

Jolene Kratochvil
Jolene Kratochvil