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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2009 062444

2009 SEP 11 PM 1:04

MICHAEL A. BROWN
RECORDER

Notice of Lien- Corporation
(I.C.A. § 32-28-3-3(a))

State of Indiana
County of Lake

COMES NOW Charles V. Shields, as representative of Circle "R" Electric, Inc. an Indiana corporation of (address) 5740 Central Avenue, Portage, IN 46368, and hereby provides notice of the following:



1. The undersigned has performed labor or furnished material or machinery for improvements to the property located at (legal description and street address, if any). 6901 West Chicago Avenue, Gary, IN
See attached legal description.
2. The above-mentioned property is owned by Lake Count Trust Company, a corporation of Indiana, as Trustee under the provisions of a trust agreement dated the 12th day of October, 1962, known as Trust Number 946 of (address) 2200 North Main Street, Crown Point, IN.
3. The undersigned corporation is entitled to a lien for the value of labor performed or material furnished in the amount of \$136,532.68. One hundred thirty-six thousand five hundred thirty-two and 68/100 dollars.



Charles V. Shields
 Signature
 Charles V. Shields
 Type or Print Name
 President
 Title
 Circle "R" Electric, Inc.
 Corporation

Attest: *Amy J. Bella*
 Secretary



#27
CS
Cvx

State of Indiana
County of Porter _____

Sworn to and subscribed before me, the undersigned, a Notary Public, in and for
said County and State, this 11th day of September, 2009.

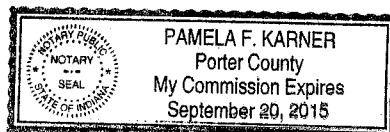
Pamela F. Karner

Notary Public

Print or Type Name: _____

My commission expires: _____

(Seal)



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.

NOT OFFICIAL!
This Document is the property of
the Lake County Recorder!
Charles V. Shields, Pres
Signature
Charles V. Shields, President
Type or Print Name

Prepared by, recording requested by
and return to:

Name: Amy Bolla
Company: Circle "R" Electric, Inc.
Address: 5740 Central Avenue
City: Portage
State: IN Zip: 46368
Phone: 219-762-5588
Fax: 219-763-4178



Above this Line for Official Use Only

Issued By: **CHICAGO TITLE INSURANCE COMPANY** Schedule A

Order No: **620090834**

Address Reference: Street Address: **6901 W. Chicago Avenue, Gary, Indiana**
County and State: **Lake, Indiana**

1. Effective Date: December 8, 2008 8:00 AM

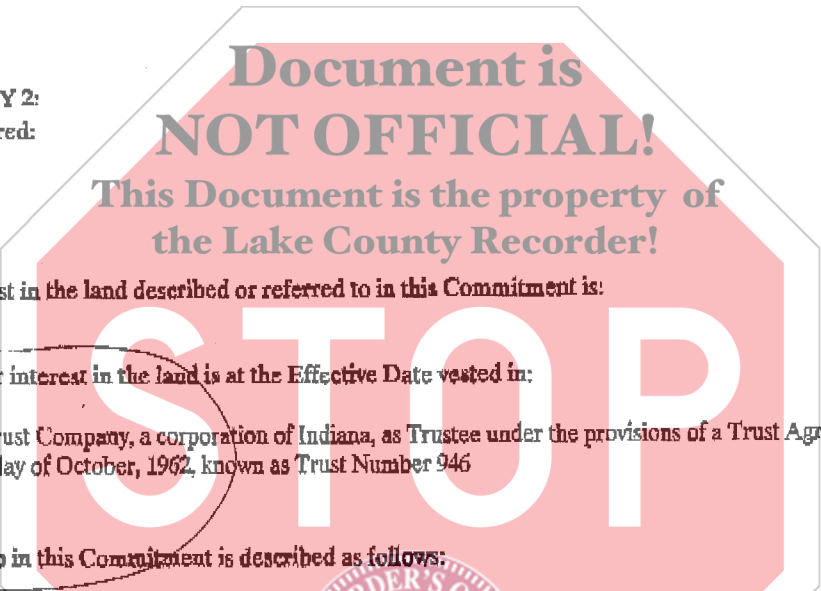
2. Policy or Policies to be issued:

a. **OWNER'S POLICY:** ALTA Owner's Policy (6/17/06) \$15,000.00
Proposed Insured:
To Be Determined

*Parcel using
Sheet address
6901*

b. **LOAN POLICY 1:**
Proposed Insured:

LOAN POLICY 2:
Proposed Insured:



3. The estate or interest in the land described or referred to in this Commitment is:
fee simple

4. Title to the estate or interest in the land is at the Effective Date vested in:

Lake County Trust Company, a corporation of Indiana, as Trustee under the provisions of a Trust Agreement dated the 12th day of October, 1962, known as Trust Number 946

5. The land referred to in this Commitment is described as follows:

The East 175 feet of a tract of land in the Southeast Quarter of Section 26, Township 37 North, Range 9 West of the Second Principal Meridian described as: Commencing at a point of intersection of the South line of Chicago Avenue, as now located, and the North and South center line of said Section 26; thence Easterly along the Southerly right of way line of said Chicago Avenue 500 feet to a point; thence Southerly at an angle 92 degrees 02 minutes 30 seconds to the last described course and parallel to the North and South center line of Section 26, 549.01 feet more or less, to a point; thence Southwesterly at an angle of 123 degrees 22 minutes to the last described course, 550.75 feet, more or less, to a point, said point being 868.75 feet South of the Southerly right of way line of said Chicago Avenue and 40 feet East of the North and South center line of said Section 26; thence Westerly at an angle of 144 degrees 35 minutes 30 seconds to the last described course and parallel to the Southerly right of way line of said Chicago Avenue, 40 feet to a point on the North and South center line of said Section 26; thence North along the North and South center line of said Section 26, at an angle of 92 degrees 03 minutes 30 seconds to the last described course, 868.75 feet to the place of beginning, all in the City of Gary, Lake County, Indiana.

This Commitment is valid only if Schedule B is attached.

Issued By: **CHICAGO TITLE INSURANCE COMPANY** Schedule B

Order No: **620090834**

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

- A. Instruments necessary to create the estate or interest to be insured must be properly executed, delivered and duly filed for record.
- B. Payment of the full consideration to, or for the account of, the grantors or mortgagors should be made.
- C. Payment of all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable should be made.
- D. Defects, liens, encumbrances, adverse claims, or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
- E. Any Owner's Policy issued pursuant hereto will contain under Schedule B the General Exceptions set forth below. Any Loan Policy will contain under Schedule B General Exceptions 1, 2 and 3 unless a satisfactory survey is furnished; General Exceptions 4 will appear unless satisfactory evidence is furnished that improvements and/or repairs or alterations thereto are completed; the contractor, subcontractors, labor and materialmen are all paid.

General Exceptions:

- 1. Rights or claims of parties in possession not shown by the public records.
- 2. Easements, or claims of easements, not shown by the public records.
- 3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
- 4. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
- 5. Taxes or special assessments which are not shown as existing liens by the public records.

F. Special Exceptions:

- A. 1. Taxes for the year 2007, payable in 2008, in the amount of \$16,049.38, with a balance due billed as a Reconciliation Statement in the amount of \$16,049.38 that is unpaid.
Key No. 25-40-146-24
Parcel No. 45-03-26-461-004.000-004
NOTE: the assessed valuation, as of the date of this commitment, shown by the Lake County Data Processing is as follows:
Valuation: \$135,000.00, Non-Residential Land; \$96,200.00, Non-Residential Improvements
Exemption: None
NOTE: The Homestead Credit and Deduction has been allowed as to only \$0.00 of the total assessed valuation reflected above.

NOTE: The real estate tax information set out above was taken from the Lake County Data Processing Department computer system. This information, while believed to be accurate, at this time is subject to change without notice. Neither the Company nor its agent assumes or accepts any responsibility for loss, damage, cost or expense due to any change in the information reflected above.

Issued By:
CHICAGO TITLE INSURANCE COMPANY

Schedule B - (continued)

Order No: 620090834

C NOTE: If the Reconciling Installment(s) of taxes are/were not paid by February 6, 2009 a penalty will be added.

D 2. Taxes for the year 2008 due and payable in 2009 are a lien not yet due and payable.

E 3. Rights of tenants under unrecorded leases.

~~4. Notice of Intention to Hold Mechanics' Lien in the amount of \$20,318.00, filed by Ironwood Construction, Inc. against Lake County Trust Company as Trustee under Trust No. 946, dated December 3, 2008 and recorded December 3, 2008 as Document No. 2008 081647.~~

(Affects the land and other real estate).

F 5. Rights of way for drainage tiles, ditches, feeders and laterals, if any.

G 6. Rights of the public, the State of Indiana and/or the municipality, and others entitled thereto, in and to that part of the land taken or used for road purposes.

I 7. Terms and provisions of the trust under which title is held.

J 8. Right, title and interest of Peter Coulopoulos and Summit, Inc., in and to the land by reason of the application for title insurance. Judgment search for 10 years past has been made vs. Peter Coulopoulos and Summit, Inc., and none found.

K 9. Last Deed of Record:

Deed in Trust dated October 31, 1980 and recorded November 7, 1980 as Document No. 606075, made by Steve M. Divich, to Lake County Trust Company, a corporation of Indiana, as Trustee under the provisions of a Trust Agreement dated the 12th day of October 1962, known as Trust Number 946.

L 10. In the event the Amount of Insurance stated in Schedule A at the Date of Policy is less than 80 percent of the value of the Insured estate or interest or the full consideration paid for the land, whichever is less, or if subsequent to the Date of Policy an improvement is erected on the land which increases the value of the Insured estate or interest by at least 20 percent over the Amount of Insurance stated in Schedule A, then this Policy is subject to the following:

(i) where no subsequent improvement has been made, as to any partial loss, the Company shall only pay the loss pro rata in the proportion that the amount of Insurance at Date of Policy bears to the total value of the Insured estate or interest at Date of Policy; or

Issued By:
CHICAGO TITLE INSURANCE COMPANY

Schedule B - (continued)

Order No: 620090834

(ii) where a subsequent improvement has been made, as to any partial loss, the Company shall only pay the loss pro rata in the proportion that 120 percent of the Amount of Insurance stated in Schedule A bears to the sum of the Amount of Insurance stated in Schedule A and the amount expended for the improvement.

The provisions of this paragraph shall not apply to costs, attorneys' fees and expenses for which the Company is liable under this policy, and shall only apply to that portion of any loss which exceeds, in the aggregate, 10 percent of the Amount of Insurance stated in Schedule A.

- M 11. It will be necessary for a "Disclosure of Sales Information" form to be executed by both the buyer and seller named herein before any conveyance is accepted for transfer and recording.

N **NOTE FOR INFORMATION:**

Effective July 1, 2006: Any documents that require a preparation statement and are executed or acknowledged in Indiana must contain the following affirmation statement required by IC 36-2-11-15:

"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"

Together with the name (typed or signed) of the person making the statement

- O 12. **NOTE:** By virtue of IC 27-7-3.6, a fee of \$5.00 will be collected from the purchaser of the policy for each policy issued in conjunction with closings occurring on or after July 1, 2006. The fee should be designated in the 1100 series of the HUD form as a TIEFF (Title Insurance Enforcement Fund Fee) charge.

- P 13. Requests for endorsements to Owner's and/or Loan Policies, together with required supporting documents, should be submitted 72 hours prior to closing.

If possible, please fax information to (377) 828-2666. If mailing information, please send it to:

Chicago Title Insurance Co.
Attn: Commercial Dept.
2200 N. Main Street
Crown Point, IN. 46307

O **NOTE FOR INFORMATION:**

This Commitment is based upon a search and examination of the public record information by Chicago Title Insurance Company. Utilization of the information contained herein by any entity other than the Chicago Title Insurance Company or a member of the Chicago Title and Trust Family of Title Insurers for the purpose of issuing a title commitment or policy for any or all of the proposed insureds named on Schedule A shall be considered a violation of the proprietary rights of Chicago Title Insurance Company of its search and examination work product.

Issued By:
CHICAGO TITLE INSURANCE COMPANY

Schedule B - (continued)

Order No: **620090834**

INFORMATION NOTE #2:

Provided that the transaction contemplated by the commitment is consummated by means of a closing conducted by the Company or through the medium of a closing protection letter, or a fee is paid pursuant to a Gap Insurance arrangement, Paragraph D of Schedule B of the commitment may be deleted and the policy, when issued, shall insure the Insured against loss or damage (including costs, attorney's fees and expenses) sustained or incurred by reason of defects, liens, encumbrances, adverse claims or other matters attaching or created subsequent to the Date of Commitment and prior to the recordation of the insured mortgage.

END OF SCHEDULE "B"

INFORMATIONAL NOTE:

To schedule a closing in a Chicago Title office, please contact our Commercial Escrow Department at (866) 889-2666.

When scheduling the closing, please designate one of the following Indiana closing locations:

Lake County Offices:

Crown Point Office - 2200 North Main Street, Crown Point, IN 46307
Highland Office - 9143 Indianapolis Blvd. Suite 101, Highland, IN 46322
Lowell Office - 929 East Commercial Avenue, Lowell, IN 46356
Munster Office - 1544 45th Street, Suite 3, Munster, IN 46321
Schererville Office - 142 E. Lincoln Highway, Suite 142, Schererville, IN 46375

Jasper County Office:

DeMotte Office - 432 North Halleck, Suite G, DeMotte, IN 46310

LaPorte County Office:

LaPorte Office - 408 Perry Street, Suite C, LaPorte, IN 46350

Porter County Offices:

Portage Office - 3177 Willowcreek Road, Portage, IN 46368
Valparaiso Office - 450 W. Lincolnway, Suite 100, Valparaiso, IN 46385



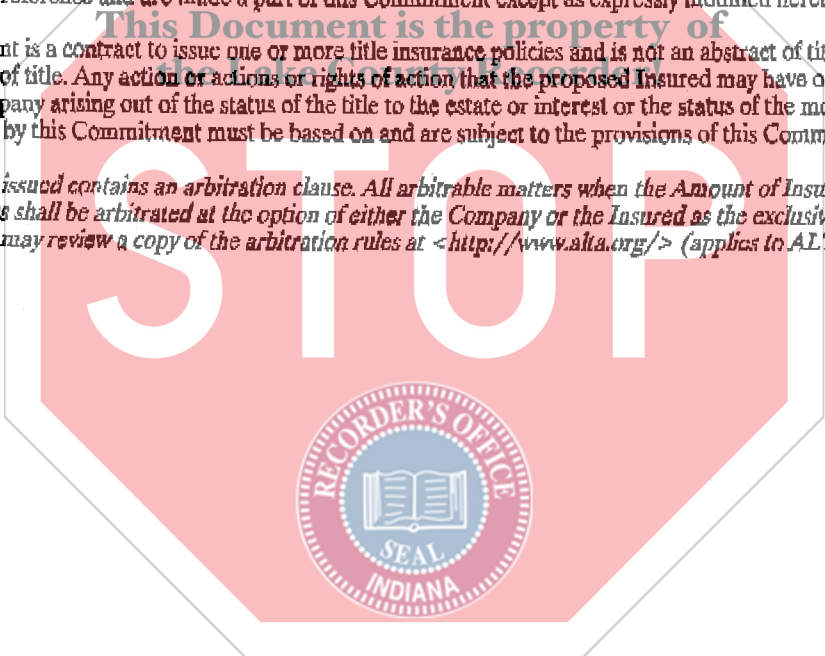
Issued By:
CHICAGO-TITLE INSURANCE COMPANY

Conditions

Order No: **620090834**

CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 or these Conditions.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. *The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <<http://www.alta.org/>> (applies to ALTA 6/17/06 policies only).*



Conditions

Effective Date: May 1, 2008

Fidelity National Financial, Inc.
Privacy Statement

Fidelity National Financial, Inc. and its subsidiaries ("FNF") respect the privacy and security of your non-public personal information ("Personal Information") and protecting your Personal Information is one of our top priorities. This Privacy Statement explains FNF's privacy practices, including how we use the Personal Information we receive from you and from other specified sources, and to whom it may be disclosed. FNF follows the privacy practices described in this Privacy Statement and, depending on the business performed, FNF companies may share information as described herein.

Personal Information Collected

We may collect Personal Information about you from the following sources:

- Information we receive from you on applications or other forms, such as your name, address, social security number, tax identification number, asset information, and income information;
- Information we receive from you through our Internet websites, such as your name, address, email address, Internet Protocol address, the website links you used to get to our websites, and your activity while using or reviewing our websites;
- Information about your transactions with or services performed by us, our affiliates, or others, such as information concerning your policy, premiums, payment history, information about your home or other real property, information from lenders and other third parties involved in such transaction, account balances, and credit card information; and
- Information we receive from consumer or other reporting agencies and publicly recorded documents.

Disclosure of Personal Information

We may provide your Personal Information (excluding information we receive from our consumer or other credit reporting agencies) to various individuals and companies, as permitted by law, without obtaining your prior authorization. Such laws do not allow consumers to restrict these disclosures. Disclosures may include, without limitation, the following:

- To insurance agents, brokers, representatives, support organizations, or others to provide you with services you have requested, and to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure in connection with an insurance transaction;
- To third-party contractors or service providers for the purpose of determining your eligibility for an insurance benefit or payment and/or providing you with services you have requested;
- To an insurance regulatory authority, or law enforcement or other governmental authority, in a civil action, in connection with a subpoena or a governmental investigation;
- To companies that perform marketing services on our behalf or to other financial institutions with which we have joint marketing agreements and/or
- To lenders, lien holders, judgment creditors, or other parties claiming an encumbrance or an interest in title whose claim or interest must be determined, settled, paid or released prior to a title or escrow closing.

We may also disclose your Personal Information to others when we believe, in good faith, that such disclosure is reasonably necessary to comply with the law or to protect the safety of our customers, employees, or property and/or to comply with a judicial proceeding, court order or legal process.

Disclosure to Affiliated Companies - We are permitted by law to share your name, address and facts about your transaction with other FNF companies, such as insurance companies, agents, and other real estate service providers to provide you with services you have requested, for marketing or product development research, or to market products or services to you. We do not, however, disclose information we collect from consumer or credit reporting agencies with our affiliates or others without your consent, in conformity with applicable law, unless such disclosure is otherwise permitted by law.

Disclosure to Nonaffiliated Third Parties - We do not disclose Personal Information about our customers or former customers to nonaffiliated third parties, except as outlined herein or as otherwise permitted by law.

Confidentiality and Security of Personal Information

We restrict access to Personal Information about you to those employees who need to know that information to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard Personal Information.

Access to Personal Information/

Request for Correction, Amendment, or Deletion of Personal Information

As required by applicable law, we will afford you the right to access your Personal Information, under certain circumstances to find out to whom your Personal Information has been disclosed, and request correction or deletion of your Personal Information. However, FNF's current policy is to maintain customers' Personal Information for no less than your state's required record retention requirements for the purpose of handling future coverage claims.

For your protection, all requests made under this section must be in writing and must include your notarized signature to establish your identity. Where permitted by law, we may charge a reasonable fee to cover the costs incurred in responding to such requests. Please send requests to:

Chief Privacy Officer
Fidelity National Financial, Inc.
601 Riverside Avenue
Jacksonville, FL 32204

Changes to this Privacy Statement

This Privacy Statement may be amended from time to time consistent with applicable privacy laws. When we amend this Privacy Statement, we will post a notice of such changes on our website. The effective date of this Privacy Statement, as stated above, indicates the last time this Privacy Statement was revised or materially changed.