

14

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2009 062445

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). 6801, 6401, 6621, 6507, 7100 Industrial, Gary, IN  
See attached legal description.
2. The above-mentioned property is owned by Peter Coulopoulos  
6901 West Chicago Avenue, Gary, 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. Balla*  
 Secretary

#37  
 CS  
 CR

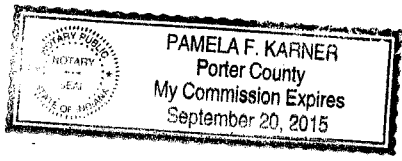
State of Indiana  
County of Porter \_\_\_\_\_

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

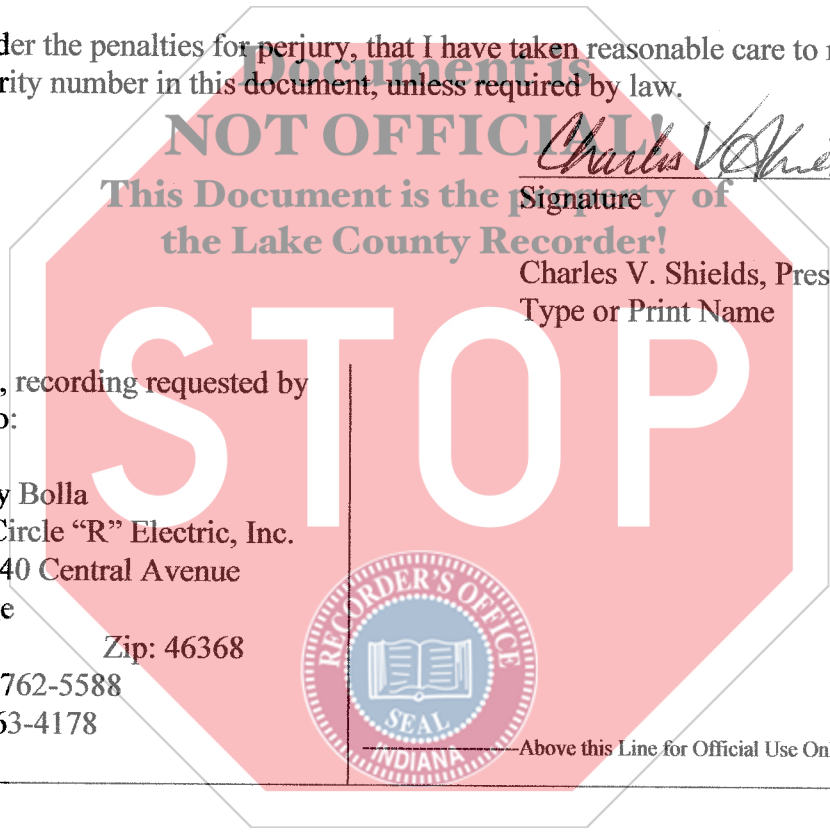
Pamela F. Karner  
Notary Public  
Print or Type Name: \_\_\_\_\_

My commission expires: \_\_\_\_\_

(Seal)



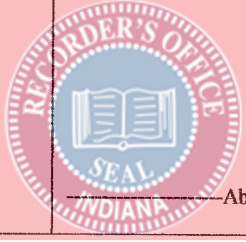
I affirm, under the penalties for perjury, that I have taken reasonable care to redact each  
Social Security number in this document, unless required by law.



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: **620090832**

Address Reference: Street Address: 6801,6401,6621,6507,7100 Industrial, Gary, Indiana  
County and State: Lake, Indiana

1. Effective Date: December 10, 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

*The 5 parcels*

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:

Peter Coulopoulos

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

PARCEL 1: Part of the Northeast Quarter of Section 35 and of the Southeast Quarter of Section 26, all in Township 37 North, Range 9 West of the Second Principal Meridian, described as follows: Beginning at a point in the West line of the Northeast Quarter of said Section 35, which is 404.33 feet South of the Northwest corner of the Northeast Quarter of Section 35; thence South along the West line of the Northeast Quarter of said Section 35, 412.26 feet, more or less, to a point in the Northwesterly property line of property conveyed by the Gary Land Co., to the Chicago, Lake Shore and Eastern Railroad Co., (now Elgin, Joliet and Eastern Railroad Company) by Deed dated April 16, 1910 and recorded with Recorder of Deeds of Lake County, Indiana, in Book 179, page 350, as Document No. 32505, said line now being the Northerly right of way line of the Elgin, Joliet and Eastern Railroad Company; thence Northeasterly along said Northwesterly right of way line of the Elgin, Joliet and Eastern Railroad Co., 2,264.25 feet, more or less, to a point on the Southwesterly line of the 80 foot highway known as Industrial Highway; thence Northwesterly along the Southwesterly line of said Industrial Highway, a distance of 522.75 feet to

\*\*\* CONTINUED \*\*\*

This Commitment is valid only if Schedule B is attached.

Issued By:  
**CHICAGO TITLE INSURANCE COMPANY**

**Schedule A (continued)**

Order No: **620090832**

**5. THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS (continued):**

a point which is 500 feet from Northwesterly right of way line of said Elgin, Joliet and Eastern Railroad Co., measured at right angles thereto, thence Southwesterly along a line parallel to and 500 feet from the tangential portion of said Northwesterly right of way line of said Elgin, Joliet, and Eastern Railroad, Co., 1543.27 feet; thence Southwesterly along a line 15 degrees to the left, 53.12 feet, more or less to the South line of said Section 26; thence continuing along the last described line produced 61.4 feet, more or less, to a point which is 46 feet East of the West line of said Northeast Quarter of said Section 35, said 46 feet being measured at right angles to said Quarter Section line; thence South along a line parallel to and 46 feet distant from said Quarter Section line 259.75 feet to a point; thence Southwesterly along a line making an angle of 24 degrees 43 minutes to the right, a distance of 110 feet, more or less, to the point of beginning excepting therefrom the following described tract: Beginning at a point on the Southerly right of way line of the public highway commonly known and described as Industrial Highway and further known as U.S. Highway 12, 135 feet Northwesterly of and at right angles to the Northerly right of way line of the Elgin, Joliet and Eastern Railroad; thence Southwesterly and parallel to the Northerly line of said right of way to a point which is 150 feet Southwesterly of and at right angles to said Southerly line of Highway 12; thence in a Northwesterly direction and parallel to the Southerly line of said Highway 12; to the Westerly line of the property hereinabove described, being a distance of 388 feet, more or less, thence in a Northeasterly direction on Westerly line of the property herein described, to the Southerly line of said Industrial Highway being a distance of 150 feet, more or less, thence Southeasterly and along the Southerly line of Industrial Highway, to the point of beginning, in the City of Gary, Lake County, Indiana.

**PARCEL 2:** Part of the Southeast Quarter of Section 26 and the Northeast Quarter of Section 35, Township 37 North, Range 9 West of the Second Principal Meridian, in Lake County, Indiana, and being bounded and described as follows: Commencing at the Southwest corner of the Southeast Quarter of said Section 26; thence East along the South line of said Section, 77.02 feet to the point of beginning; thence North along a line parallel to and 77 feet from measured at right angles to the North and South center line of said Section 26, 131.77 feet to a point; thence Northeasterly long a line 60 degrees 38 minutes right to the last described course, 123.70 feet to a point; thence continuing Northeasterly along a line 8 degrees 26 minutes right to the last described course, 44.76 feet to a point of curve; thence continuing Northeasterly, on a curve convex to the North having a radius of 297.94 feet; an arc distance of 114.4 feet to a point, thence northeasterly, tangent to last described course, 6.40 feet to a point, thence continuing Northeasterly, along a line 4 degrees 16 minutes 45 seconds left to the last described course, 41.52 feet to a point; thence Northeasterly along a line 26 degrees 09 minutes 15 seconds left to the last described course, 503.38 feet to a point; thence Northwesterly at right angles to the last described course, 119.69 feet to a point; thence Northeasterly along a line forming an interior angle of 98 degrees 21 minutes 30 seconds to the last described course, 647.72 feet to a point on the Southwesterly right of way line of a public road commonly known as Industrial Highway; thence Southeasterly, along said Southwesterly right of way line of Industrial Highway which forms an interior angle of 98 degrees 41 minutes 30 seconds to the last described course, 267.14 feet to a point which marks the most Northerly corner of the property deeded to Johnson's Incorporated by E.J. and E. Railway Company dated October 9, 1944 and recorded October 23, 1944, in Deed Record 710, page 112; thence Southwesterly along said Johnson's Northwesterly line along a line forming an interior angle of 72 degrees 57 minutes to the last described course, 1,543.27 feet to a point; thence southwesterly along a line 15 degrees 00 minutes left to the last described course, 70.37 feet to a point; thence North, along a line forming an interior angle of 45 degrees 38 minutes to the last described course, 12.41 feet to the point and place of beginning.

**PARCEL 3:** Part of the Southeast Quarter of Section 26, Township 37 North, Range 9 West of the Second Principal Meridian, in Lake County, Indiana and being bounded and described as follows: Beginning at a point on the Southwesterly right of way line of Industrial Highway which is 101.16 feet Northwesterly of the Northeasterly

**This Commitment is valid only if Schedule B is attached.**

Issued By:  
**CHICAGO TITLE INSURANCE COMPANY****Schedule A (continued)**

Order No: 620090832

**5. THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS (continued):**

corner of Parcel No. 2 hereinabove described and measured along said Southwesterly right of way line of Industrial Highway; thence Northwesterly, along said Southwesterly right of way line of Industrial Highway, 391.24 feet to a point; thence Southwesterly, along a line forming an interior angle of 101 degrees 00 minutes to the last described course, 483.50 feet to a point; thence Northwesterly along a line 79 degrees 02 minutes 30 seconds right to the last described course, 12.35 feet to a point; thence Southerly, along a line forming an interior angle of 46 degrees 22 minutes 30 seconds to the last described course, 346.79 feet to a point; thence Easterly along a line forming an interior angle of 91 degrees 40 minutes to the last described course 125.5 feet to a point; thence Southeasterly along a line 58 degrees right to the last described course, 65.08 feet to a point; thence Northeasterly, along a line forming an interior angle of 81 degrees 38 minutes 30 seconds to the last described course, 668.28 feet to the point and place of beginning.

**PARCEL 4:** A parcel of land situated in the Southeast Quarter of Section 26, Township 37 North, Range 9 West of the Second Principal Meridian, described as follows: Beginning at a point on the Southwesterly right of way line of a public roadway commonly known as Industrial Highway, said point being 267.14 feet Northwesterly of the most Northerly corner of the property acquired by the Berry Refining Company from Johnson Oil Company by Deed recorded in Deed Record 710, page 112; thence Northwesterly along said Southwesterly right of way line of Industrial Highway 101.16 feet to a point; thence Southwesterly along a line forming an interior angle of 98 degrees 41 minutes 30 seconds to the last described course, 668.28 feet to a point; thence Northwesterly along a line forming an angle of 81 degrees 38 minutes 30 seconds to the last described course, 65.08 feet to a point; thence Westerly along a line 58 degrees 58 minutes left to the last described course extended 125.5 feet to a point; thence Southeasterly along a line forming an interior angle of 62 degrees 58 minutes to the last described course, 344.89 feet to a point; thence Northeasterly at right angles to the last described course, 160.84 feet to a point; thence Northwesterly at right angles to the last described course 119.69 feet to a point; thence Northeasterly along a line 81 degrees 38 minutes 30 seconds right to the last described course extended, 647.72 feet to the point of beginning, in the City of Gary, Lake County, Indiana.

**PARCEL 5:** Part of the Southeast Quarter of Section 26, Township 37 North, Range 9 West of the Second Principal Meridian, described as: Commencing at a point in the South line of Chicago Avenue 500 feet East of the point where the North and South center line of said Section 26 intersects the south line of said Chicago Avenue, thence South parallel to said North and South center line 500 feet to a point; thence Southeasterly parallel to the Southwesterly line of Industrial Highway 40 feet to a point, thence Northeasterly 485 feet, more or less, to a point on the Southwesterly line on said Industrial Highway, said point being 350 feet in a Southeasterly direction from the intersection of said Southwesterly line of Industrial Highway with the Southerly line of Chicago Avenue; thence Northwesterly along the Southwesterly line of said Industrial Highway 350 feet to a point in the South line of Chicago Avenue; thence West along the South line of said Chicago Avenue 171.24 feet, more or less, to the point and place of beginning, 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: 620090832

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 \$28,314.62, with a balance due billed as a Reconciliation Statement in the amount of \$28,314.62 that is NOT PAID.  
Key No. 25-40-151-6  
Parcel No. 45-03-26-451-010.000-004  
NOTE: the assessed valuation, as of the date of this commitment, shown by the Lake County Data Processing is as follows:  
Valuation: \$451,400.00, Non-Residential Land  
Exemption: None  
NOTE: The Homestead Credit and Deduction has been allowed as to only \$0.00 of the total assessed valuation reflected above.  
(Affects Parcel 1 of the land).
- B 2. Taxes for the year 2007, payable in 2008, in the amount of \$13,384.92, with a balance due billed as a Reconciliation Statement in the amount of \$13,384.92 that is NOT PAID.  
Key No. 25-40-146-27  
Parcel No. 45-03-26-451-008.000-004

Issued By: **CHICAGO TITLE INSURANCE COMPANY** Schedule B - (continued)

Order No: **620090832**

NOTE: the assessed valuation, as of the date of this commitment, shown by the Lake County Data Processing is as follows:

Valuation: \$203,400.00, Non-Residential Land  
Exemption: None

NOTE: The Homestead Credit and Deduction has been allowed as to only \$0.00 of the total assessed valuation reflected above.  
(Affects Parcel 2 of the land).

- C 3. Taxes for the year 2007, payable in 2008, in the amount of \$17,326.19, with a balance due billed as a Reconciliation Statement in the amount of \$17,326.19 that is NOT PAID.  
Key No. 25-40-146-28

Parcel No. 45-03-26-451-006.000-004

NOTE: the assessed valuation, as of the date of this commitment, shown by the Lake County Data Processing is as follows:

Valuation: \$263,300.00, Non-Residential Land  
Exemption: None

NOTE: The Homestead Credit and Deduction has been allowed as to only \$0.00 of the total assessed valuation reflected above.  
(Affects Parcel 3 of the land).

- D 4. Taxes for the year 2007, payable in 2008, in the amount of \$10,541.91, with a balance due billed as a Reconciliation Statement in the amount of \$10,541.91 that is NOT PAID.  
Key No. 25-40-146-29

Parcel No. 45-03-26-451-007.000-004

NOTE: the assessed valuation, as of the date of this commitment, shown by the Lake County Data Processing is as follows:

Valuation: \$160,200.00, Non-Residential Land  
Exemption: None

NOTE: The Homestead Credit and Deduction has been allowed as to only \$0.00 of the total assessed valuation reflected above.  
(Affects Parcel 4 of the land).

- E 5. Taxes for the year 2007, payable in 2008, in the amount of \$9,212.54, with a balance due billed as a Reconciliation Statement in the amount of \$9,212.54 that is NOT PAID.  
Key No. 25-40-146-22

Parcel No. 45-03-26-451-005.000-004

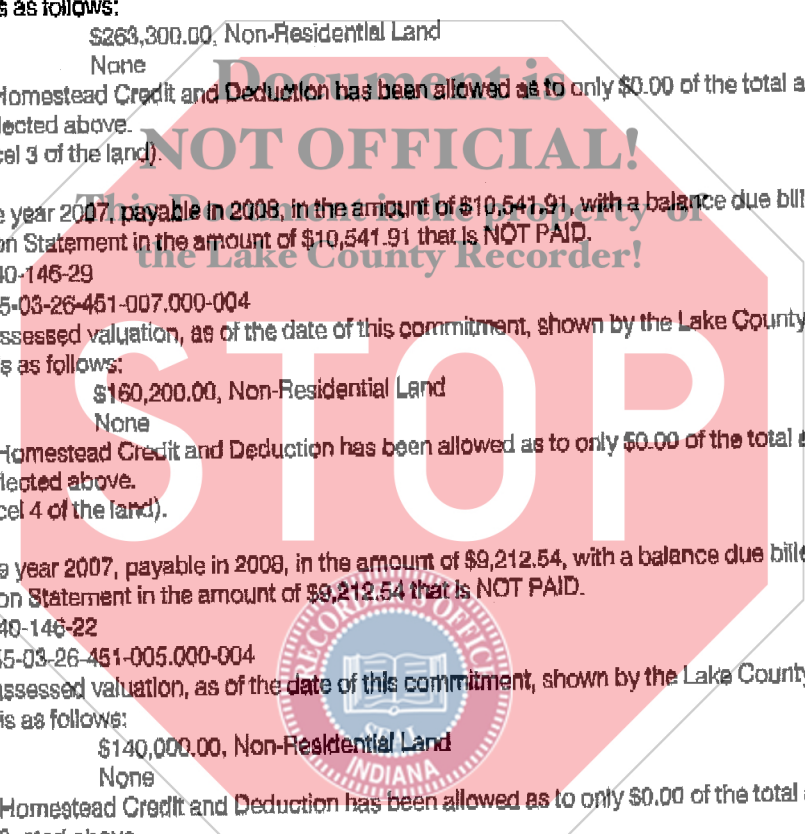
NOTE: the assessed valuation, as of the date of this commitment, shown by the Lake County Data Processing is as follows:

Valuation: \$140,000.00, Non-Residential Land  
Exemption: None

NOTE: The Homestead Credit and Deduction has been allowed as to only \$0.00 of the total assessed valuation reflected above.  
(Affects Parcel 5 of the land).

- F 6. Taxes for the year 2007, payable in 2008, in the amount of \$0.00, with a balance due billed as a Reconciliation Statement in the amount of \$0.00.  
Key No. 25-40-146-36

Parcel No. 45-03-26-451-001.000-004



Issued By:  
**CHICAGO TITLE INSURANCE COMPANY** Schedule B - (continued)

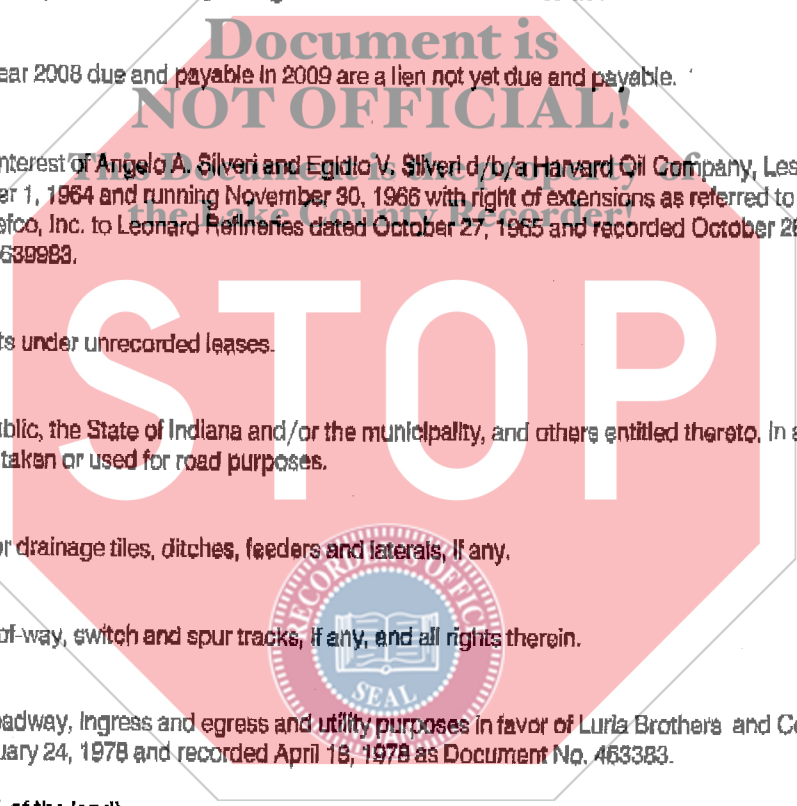
Order No: **620090832**

NOTE: the assessed valuation, as of the date of this commitment, shown by the Lake County Data Processing is as follows:  
Valuation: None  
Exemption: None  
NOTE: The Homestead Credit and Deduction has been allowed as to only \$0.00 of the total assessed valuation reflected above.  
(Affects the Improvement on Leased Ground, Parcel 5 of the land).

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

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.

- I 7. Taxes for the year 2008 due and payable in 2009 are a lien not yet due and payable.
- J 8. Right title and interest of Angelo A. Silver and Egidio V. Silver d/b/a Harvard Oil Company, Lessee(s), dated December 1, 1964 and running November 30, 1966 with right of extensions as referred to in Warranty Deed from Borelco, Inc. to Leonard Refineries dated October 27, 1965 and recorded October 28, 1965 as Document No. 6399B3.
- K 9. Rights of tenants under unrecorded leases.
- L 10. 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.
- M 11. Rights of way for drainage tiles, ditches, feeders and laterals, if any.
- N 12. Railroad rights-of-way, switch and spur tracks, if any, and all rights therein.
- P 13. Easement for roadway, ingress and egress and utility purposes in favor of Luria Brothers and Company, Inc. dated February 24, 1978 and recorded April 18, 1978 as Document No. 463383.  
(Affects Parcel 1 of the land).
- R 14. Easement for roadways, utilities and ingress and egress in favor of Elgin, Joliet and Eastern Railway Company dated September 5, 1963 and recorded September 25, 1963 in Miscellaneous Record Book 874



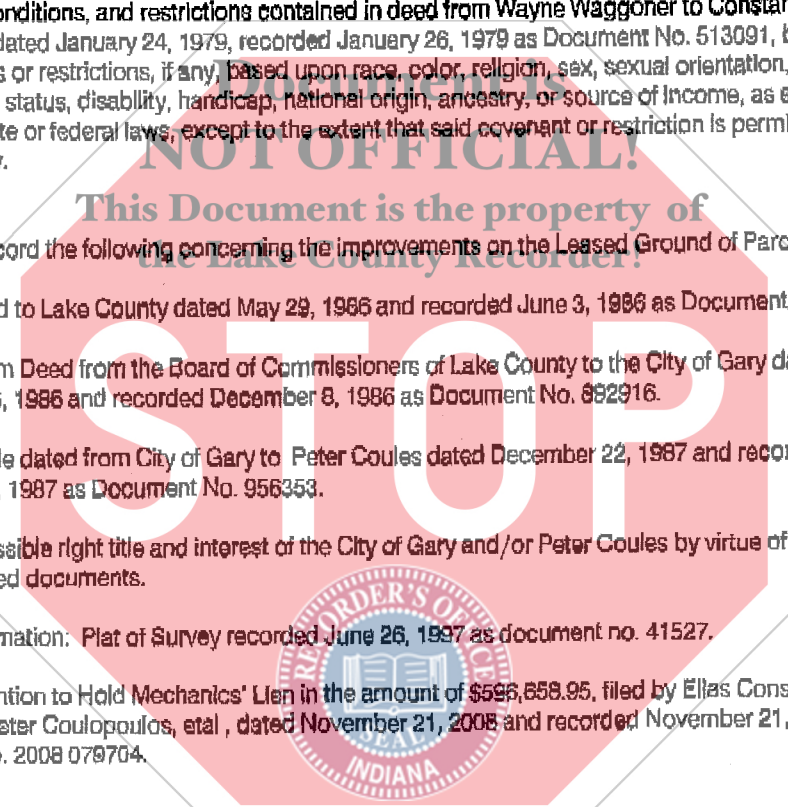


Issued By:  
**CHICAGO TITLE INSURANCE COMPANY** Schedule B - (continued)

Order No: **620090832**

Page 477 as Document No. 511766.

- S 15. Agreement for the use of a pipeline dated September 27, 1960, between the Buckeye Pipe Line Company and Berry Refining Company and 2 letter agreements on the letter-head of Citles Service Oil Company dated June 13, 1957 and March 31, 1964 respectively between Citles Service Oil Company and Berry Refining Company to the extent that said agreement and said letter agreements may constitute encumbrances as indicated in the Warranty Deed dated September 12, 1974 and recorded March 3, 1975 as Document No. 290811.
- T 16. Easements granted by Leonard Refineries Inc. to Conservation Chemical Company of Illinois, pursuant to agreement for the sale of certain property as referenced in the deed from Total Leonard, Inc. to Wayne Waggoner dated September 12, 1974 as Document No. 290811.
- U 17. Covenants, conditions, and restrictions contained in deed from Wayne Waggoner to Constance Soulopoulos dated January 24, 1979, recorded January 26, 1979 as Document No. 513091, but omitting any covenants or restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.
- V 18. We find of Record the following concerning the improvements on the Leased Ground of Parcel 6:
  - A) A Tax Deed to Lake County dated May 29, 1986 and recorded June 3, 1986 as Document No. 859425.
  - B) A Quit Claim Deed from the Board of Commissioners of Lake County to the City of Gary dated September 16, 1986 and recorded December 8, 1986 as Document No. 892916.
  - C) A Bill of Sale dated from City of Gary to Peter Coules dated December 22, 1987 and recorded December 23, 1987 as Document No. 956353.We note a possible right title and interest of the City of Gary and/or Peter Coules by virtue of the aforementioned documents.
- W 19. Note for Information: Plat of Survey recorded June 26, 1997 as document no. 41527.
- X 20. Notice of Intention to Hold Mechanics' Lien in the amount of \$596,658.95, filed by Elias Construction Co., Inc. against Peter Coulopoulos, etal , dated November 21, 2008 and recorded November 21, 2008 as Document No. 2008 079704.
- Y 21. Notice of Intention to Hold Mechanics' Lien in the amount of \$20,318.00, filed by Ironwood Construction, Inc. against Peter Coulopoulos and Lake County Trust Company, as Trustee, under Trust No. 946, dated December 3, 2008 and recorded December 3, 2008 as Document No. 2008 081647.
- Z 22. Notice of Federal Lien under the Superfund Amendments and Reauthorization Act of 1986 recorded June



Issued By:  
**CHICAGO TITLE INSURANCE COMPANY**

**Schedule B - (continued)**

Order No: **620090832**

28, 1990 as Document No. 109040.

- AA 23. Judgment search for 10 years past has been made vs. Peter Coulopoulos and none were found, EXCEPT as shown herein.
- AB 24. Judgment rendered September 24, 2007 by Superior Court of Lake County, Indiana, in Cause No. 45D02-0405-CT-89 in favor of City of Gary against Peter Coules, Lake County Trust, as trustee under trust no. 946, etal per the terms of the Settlement Agreement.
- AC 25. We find numerous judgments vs. persons with a name similar to that of Peter Coulopoulos. We should be furnished the following information relative to said party in the form of a properly executed affidavit:
  - a. Full name and age.
  - b. Address for the past 10 years and the dates at each place of residence.
  - c. All other names by which said party has been known.
  - d. Marital history.
  - e. Whether there are any unsatisfied liens of any nature of record in Lake County against said party.
  - f. Whether there are any pending lawsuits against said party.
  - g. Occupations, places of employment and business addresses for the past 10 years and the dates of each such term of employment.
  - h. Any assumed business names under which said party has done business.
  - i. Social Security number.

Upon examination of such affidavit, we reserve the right to raise additional exceptions, if any.

NOTE: SAID AFFIDAVIT MUST BE SUBMITTED FIVE WORKING DAYS PRIOR TO CLOSING.

- AD 26. 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
  - (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.

Issued By:  
**CHICAGO TITLE INSURANCE COMPANY**

**Schedule B - (continued)**

Order No: **620090832**

AE 27. 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.

AF 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 reduce each Social Security Number in this document, unless required by law"

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

AG 28. 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.

AH 29. 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 (877) 828-2666. If mailing information, please send it to:

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

AI 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.

AJ 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.

Issued By:  
**CHICAGO TITLE INSURANCE COMPANY** Schedule B - (continued)

Order No: **620090832**

**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:**

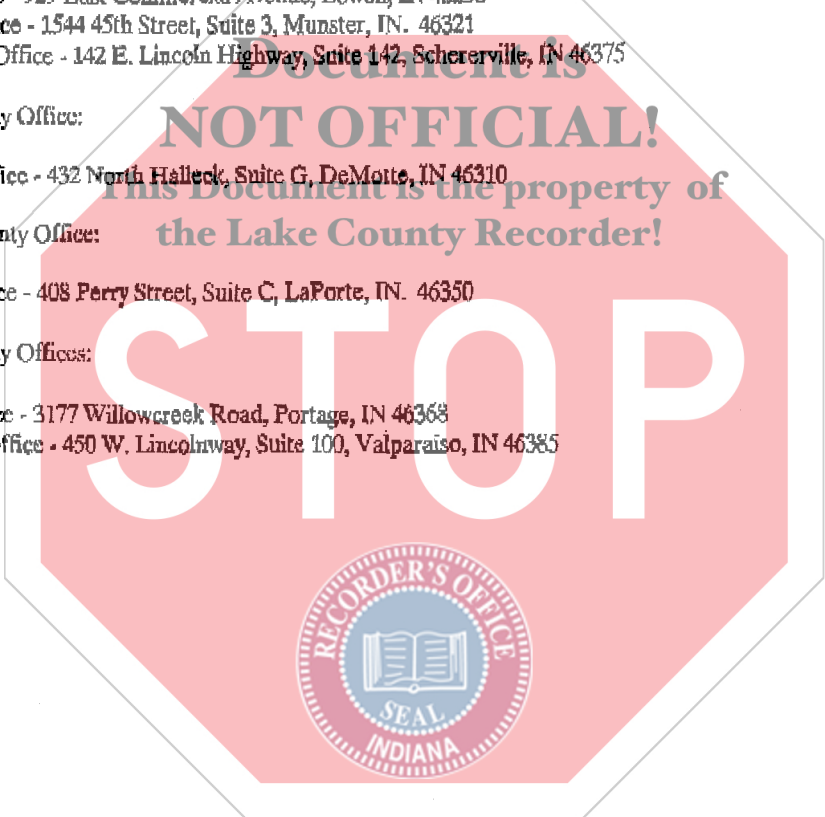
- DeMotte Office - 432 North Halleck, Suite G, DeMotte, IN 46310

**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



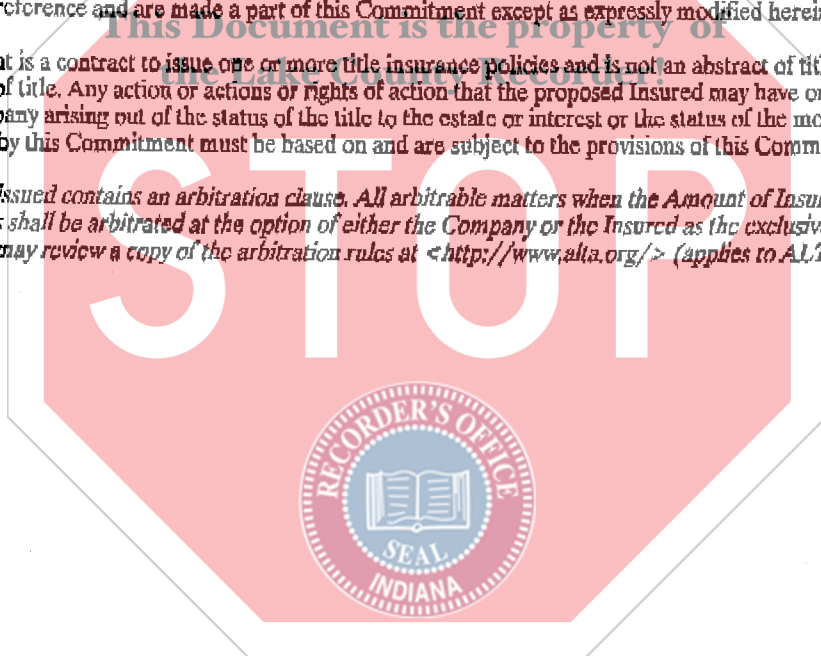
Issued By:  
**CHICAGO TITLE INSURANCE COMPANY**

**Conditions**

Order No: **620090832**

**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/****Requests 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.