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2011 MAY 25 AM 11:11

RETURN TO: GLENN R. PATTERSON  
LUCAS, HOLCOMB & MEDREA, LLP  
300 EAST 90<sup>TH</sup> DRIVE  
MERRILLVILLE, INDIANA 46410



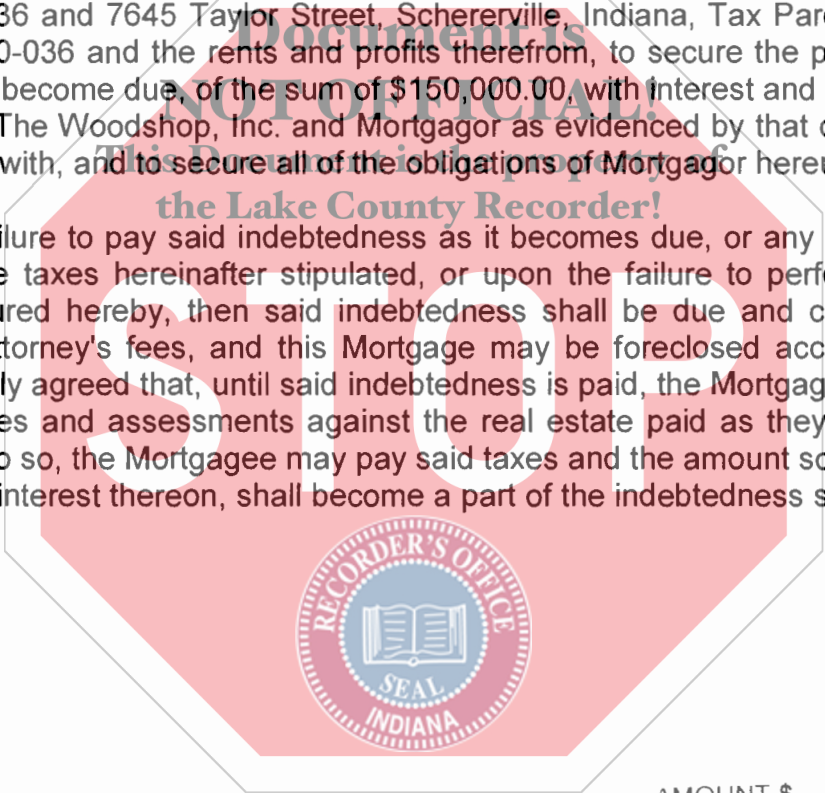
**REAL ESTATE MORTGAGE**

This indenture witnesseth that *WOODLAND PINE DEVELOPERS, LLC*, as *Mortgagor*, **MORTGAGES AND WARRANTS TO ACTION PLUMBING, INC.**, as *Mortgagee*, the following Real Estate in Lake, County, State of Indiana, to-wit:

Lots 10 and 11 in Woodland Pines, an Addition to the Town of Schererville, as per plat thereof, recorded in Plat Book 98 page 48, in the Office of the Recorder of Lake County, Indiana.

commonly known as 7635 Taylor Street, Schererville, Indiana, Tax Parcel No. 45-11-14-480-005.000-036 and 7645 Taylor Street, Schererville, Indiana, Tax Parcel No. 45-11-14-480-006.000-036 and the rents and profits therefrom, to secure the payment, when the same shall become due, of the sum of \$150,000.00, with interest and costs, owed to Mortgagee by The Woodshop, Inc. and Mortgagor as evidenced by that certain Note of even date herewith, and to secure all of the obligations of Mortgagor hereunder.

Upon failure to pay said indebtedness as it becomes due, or any part thereof at maturity, or the taxes hereinafter stipulated, or upon the failure to perform any other obligation secured hereby, then said indebtedness shall be due and collectible, with Mortgagee's attorney's fees, and this Mortgage may be foreclosed accordingly. It is further expressly agreed that, until said indebtedness is paid, the Mortgagor will keep all real estate taxes and assessments against the real estate paid as they become due, and failing to do so, the Mortgagee may pay said taxes and the amount so paid, with ten percent (10%) interest thereon, shall become a part of the indebtedness secured by this Mortgage.



AMOUNT \$ 18<sup>00</sup>  
CASH \_\_\_\_\_ CHARGE \_\_\_\_\_  
CHECK # 106556  
OVERAGE \_\_\_\_\_  
COPY \_\_\_\_\_  
NON-COM \_\_\_\_\_  
CLERK RK

**Additional Covenants:**

1. Mortgagor shall obtain and maintain, until said Note is paid in full, liability insurance on the described real estate with such coverage limits and with an insurance company satisfactory to Mortgagee and naming Mortgagee as an additional insured, and casualty insurance for the full replacement value of all buildings and improvements on the real estate, and shall provide a certificate thereof to Mortgagee which shall provide that the insurance policy cannot be canceled without thirty (30) days prior written notice to Mortgagee.

2. No part or parcel of the real estate and no interest therein shall be sold (including by condition or installment sales contracts), transferred (including transfers to land trusts and affiliates of Mortgagor), conveyed, mortgaged, hypothecated, or otherwise, without prior written consent of Mortgagee.

3. Mortgagor shall maintain the real estate described herein in good condition and keep all buildings and improvements in good repair, and shall not commit any waste of the real estate.

4. Mortgagor shall not use the real estate described herein or permit the real estate described herein to be used for any unlawful purpose or purposes that will injure the reputation of the same or depreciate the value thereof; Mortgagor shall comply with all federal, state and local laws, regulations, and ordinances applicable to the use, ownership, possession and occupation of the real estate.

Mortgagor **REPRESENTS AND WARRANTS** to Mortgagee, and hereby acknowledges and agrees, that Mortgagor has received legally sufficient consideration for the mortgage herein granted, and hereby waives and releases any and all claims to the contrary, without qualification, limitation or exception.

Dated this 23<sup>rd</sup> day of May, 2011.

WOODLAND PINE DEVELOPERS, LLC



By:

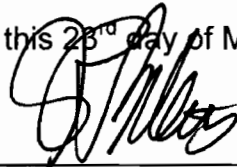
A handwritten signature in black ink that reads "Randall L. Mitchell".

Randall L. Mitchell, General Manager

STATE OF INDIANA        )  
                                      ) SS:  
COUNTY OF LAKE        )

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared RANDALL L. MITCHELL, the General Manager of WOODLAND PINE DEVELOPERS, LLC, who acknowledged the execution of the foregoing Real Estate Mortgage for and on behalf of Mortgagor and who, having been duly sworn, stated the representations therein contained are true.

WITNESS my hand and notarial seal this 28<sup>th</sup> day of May, 2011.



\_\_\_\_\_  
Glenn R. Patterson, Notary Public

My Commission Expires:

November 25, 2016

County of Residence:

Lake

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. Glenn R. Patterson

This Instrument prepared by Glenn R. Patterson, Esq., Lucas, Holcomb & Medrea, LLP, 300 East 90th Drive, Merrillville, Indiana 46410.

C:\Documents and Settings\All Users\Desktop\GRP\Woodshop, Inc. (The)\Loan From Action Plumbing, Inc. - 2011\Real Estate Mortgage draft #2.doc

