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RECORDATION REQUESTED BY:

Koransky, Bouwer & Poracky, P.C.
425 Joliet St., Ste. 425
Dyer, IN 46311

2011 074779

FILED
2011 DEC 27 PM 2:54

WHEN RECORDED MAIL TO:

Koransky, Bouwer & Poracky, P.C.
425 Joliet St., Ste. 425
Dyer, IN 46311
Attn: James M. Yannakopoulos

SEND TAX NOTICES TO:

Darah J. Sheaks
7936 Tapper Avenue
Munster, Indiana 46321

REAL ESTATE LAND CONTRACT

THIS LAND CONTRACT, made and entered into by and between **J&M Holding Company, LLC** (hereinafter called "Seller") and Darah J. Sheaks, individually (hereinafter called "Buyer"), this 27th day of December, 2011. Seller and Buyer further agree that the effective date of this Agreement shall be December 15, 2011 (the "Effective Date of this Agreement"); therefore,

WITNESSETH:

Seller hereby agrees to and does sell to Buyer, and Buyer hereby agrees to and does purchase from Seller, 7936 Tapper Avenue, Munster, Indiana 46321, more particularly described on the attached Exhibit A (including any improvement or improvements now or hereafter located on it) (such real estate, including improvements, being hereinafter called the "Real Estate"), pursuant to the following covenants, terms and conditions:

Section 1. Purchase Price

1.01. **Amount of Purchase Price.** As the purchase price for the Real Estate, Buyer agrees to pay to Seller and Seller agrees to accept from Buyer the sum of One Hundred and Two Hundred Dollars (\$155,200.00) ("Purchase Price"), which Purchase Price shall bear interest at the rate of four and a half percent (4.5%) per annum until all principal and accrued interest are paid in full. Interest shall begin to accrue as of the Effective Date of this Agreement.

1.02. **Manner of Payment.** the Purchase Price shall be paid in the following manner:

(a) [Intentionally Deleted]

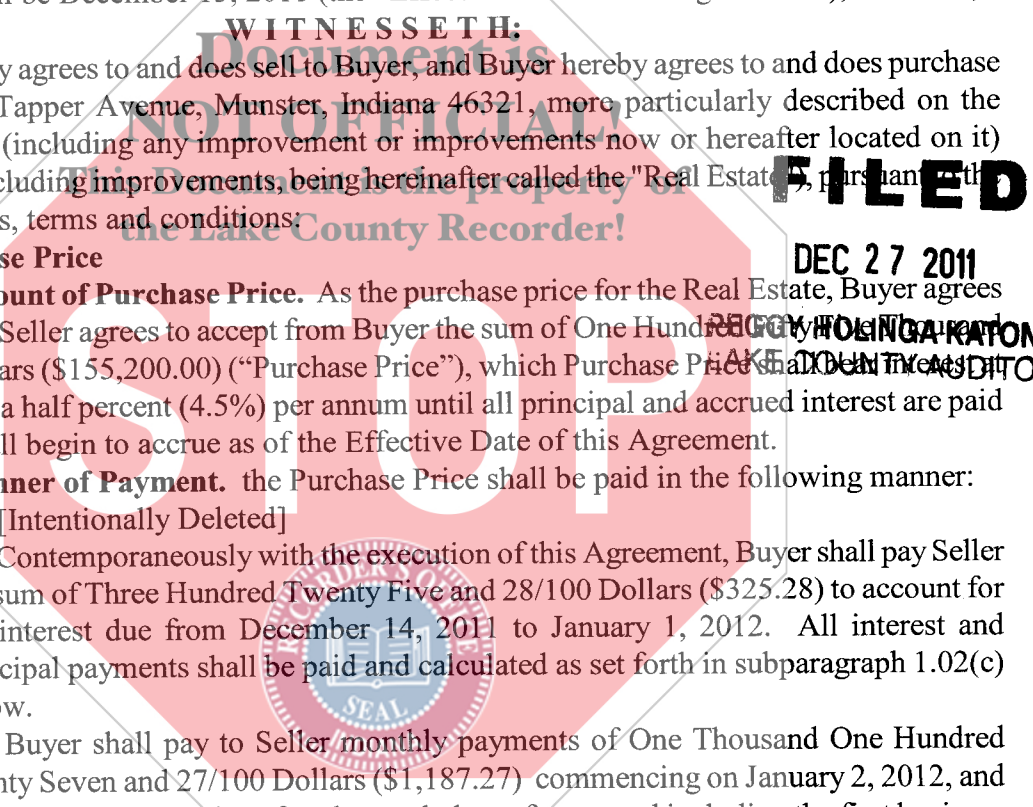
(b) Contemporaneously with the execution of this Agreement, Buyer shall pay Seller the sum of Three Hundred Twenty Five and 28/100 Dollars (\$325.28) to account for the interest due from December 14, 2011 to January 1, 2012. All interest and principal payments shall be paid and calculated as set forth in subparagraph 1.02(c) below.

(c) Buyer shall pay to Seller monthly payments of One Thousand One Hundred Eighty Seven and 27/100 Dollars (\$1,187.27) commencing on January 2, 2012, and on the first business day of each month thereafter, to and including the first business day of December, 2016. Said monthly payments are to be broken down as shown in the amortization schedule attached hereto as Exhibit B. All interest is to be paid in advance and calculated using a three hundred and sixty (360) day calendar year.

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(d) Buyer shall pay to Seller a final balloon payment of One Hundred and Fourteen Thousand Five Hundred and Fifty Eight and 68/100 Dollars (\$114,558.68) to be paid on the first business day of January, 2017.

(e) Buyer shall have a grace period of five (5) days from the due date of any installment required under this Contract within which to pay such installment. If such installment is not actually received by Seller within the grace period, then a late charge in a sum equal to ten percent (10%) of such installment shall accrue and be immediately due and payable, which shall hereinafter be defined as any unpaid amount of the Purchase Price.

(f) Each installment received by Seller shall be applied: first to interest accrued to the due date of such installment, and then to the reduction of the Unpaid Purchase Price.

(g) Each payment under this Contract shall be sent to Seller at the following address: c/o Nicholas J. Loxas, 1248 Royal Dublin Lane, Dyer, Indiana 46311, or at such other address as Seller shall designate in writing.

Section 2. Prepayment of Purchase Price.

2.01. **Right of Prepayment.** Buyer shall have the privilege of prepaying at any time, any sum or sums in addition to the payments herein required, without penalty.

Section 3. Taxes, Assessments, Insurance, and Condemnation.

3.01. **Taxes.** Buyer agrees to assume and pay the taxes which accrue on the Real Estate and become due and owing after the Effective Date of this Agreement, together with all real estate taxes due and payable thereafter. Buyer, upon written notice to Seller, and at Buyer's expense, may contest on behalf of the parties any changes in the assessed value of the Real Estate. Seller shall forward or cause to be forwarded to Buyer, within ten (10) business days when received, a copy of all statements for taxes and any assessments on the Real Estate which are payable by Buyer hereunder, and Buyer shall provide to Seller, upon request, evidence of payment of such taxes and assessments. Buyer shall be responsible for paying any late fees or penalties in the event that the taxes are not timely paid. If Buyer fails to timely pay the taxes or if Seller learns that Buyer does not intend to timely pay the taxes, Seller may pay such taxes and then collect any amounts paid from Buyer. Buyer shall solely be responsible for obtaining any property tax exemptions relating to the Real Estate.

3.03. **Assessments.** Buyer agrees to pay any assessments or charges upon or applying to the Real Estate for public or municipal improvements or services which after the Effective Date of this Agreement are assessed or charged to the Real Estate.

3.04. **Utilities.** Buyer shall pay for charges for utility service extended to the Real Estate including, but not limited to, gas, electric, water, and waste disposal, from and after the Effective Date of this Agreement.

3.05. **Penalties.** The parties hereto agree to pay any penalties, whether in the form of interest or otherwise, in connection with the late or untimely payment of such taxes, assessments or charges, for which they are responsible under this Section 3.

3.06. **Insurance.** At all times during the period of this Contract, Buyer shall: (a) keep the improvements located upon the Real Estate insured under fire, vandalism, tornado and all perils in an amount not less than One Hundred Fifty Five Thousand Two Hundred Dollars (\$155,200.00) and on a replacement cost basis, and (b) obtain standard liability insurance with coverages in amounts not less than Three Hundred Thousand Dollars (\$300,000.00) per person and Three Hundred Thousand Dollars (\$300,000.00) per occurrence, and (c) pay premiums on such insurance policies as they become due. Such policies of insurance shall be carried with a company or companies approved by

Seller and properly authorized by the State of Indiana to engage in such business which approval shall not be unreasonably withheld. Such policies of insurance shall also be issued in the name of Seller and Buyer, as their respective interests may appear, and shall provide that the insurer may not cancel or materially change coverage without at least ten (10) days prior written notice to Seller. Buyer shall provide Seller with such proof of insurance coverage as Seller from time to time shall reasonably request. Except as otherwise agreed in writing, any insurance proceeds received as payment for any loss of, or damage to, the Real Estate covered by such insurance, shall be applied to restoration and repair of the loss or damage in such fashion as Buyer reasonably may require. Buyer assumes all risk of loss with respect to improvements and personal property on the Real Estate from and after the Effective Date of this Agreement.

3.07. **Rights of Parties to Perform Other's Covenants.**

(a) If one of the parties hereto (hereinafter called "Responsible Party") fails to perform any act or to make any payment required by this Section 3, the other party (hereinafter called "Nonresponsible Party") shall have the right at any time and without notice, to perform any such act or to make any such payment, and in exercising such right, to incur necessary and incidental costs and expenses, including attorney fees. Nothing in this provision shall imply any obligation on the part of the Nonresponsible Party to perform any act or to make any payment required of the Responsible Party under the terms of this Contract.

(b) The exercise of such right by a Nonresponsible Party shall not constitute a release of any obligation of the Responsible Party under this Section 3 or a waiver of any remedy available under this Contract; nor shall such exercise constitute an estoppel to the exercise by a Nonresponsible Party of any right or remedy of it for a subsequent failure by the Responsible Party to perform any act or make any payment required by it under this Section 3.

(c) Payments made and all costs and expenses incurred by a Nonresponsible Party in connection with the exercise of such right shall, at its option, either (i) be paid to it by the Responsible Party within thirty (30) days after written demand therefor; or (ii) on the date the next installment payment is due under this Contract, following written notice, be added to the Unpaid Purchase price, if Buyer is the Responsible Party, or applied to reduce the Unpaid Purchase Price, if Seller is the Responsible Party.

(d) In the event a Nonresponsible Party makes any such payments or incurs any such costs and expenses, the amount thereof shall bear interest at the default rate which is eighteen percent (18%) per year, from the respective dates of making the same, until paid in full, or to the date such amounts are added to, or applied against, the Unpaid Purchase Price.

3.08. **Condemnation.** From the Effective Date of this Agreement, Buyer shall assume all risk of loss or damage by reason of condemnation or taking of all or any part of the Real Estate for public or quasi-public purposes, and no such taking shall constitute a failure of consideration or cause for rescission of this Contract by Buyer. Should all or any part of the Real Estate be condemned and sold by court order, or sold under the threat of condemnation to any public or quasi-public body, the amount received shall be paid to Seller and applied as a reduction of the Unpaid Purchase Price. The authority and responsibility for negotiation, settlement, or suit shall be Buyer's. If Buyer incurs expenses for appraisers, attorneys, accountants or other professional advisers, whether with or without suit, such expenses and any other applicable costs shall be the responsibility of the Buyer. Notwithstanding any other provisions of this Contract, the Buyer's obligation to make

payments as hereinabove set forth shall not abate until the entire principal balance under this contract, together with all other obligations of Buyer, has been paid in full.

Section 4. Possession.

4.01. **Delivery of Possession.** Seller shall deliver to Buyer possession of the Real Estate on or before the Effective Date of this Agreement and Buyer pays Seller the amounts due and owing under Sections 1.02(a) and 1.02(b).

Section 5. Evidence of Title.

5.01. **Seller's Title representation.** Seller represents to Buyer that it has title to the Real Estate.

5.02. **Additional Title Evidence.** Any additional title evidence or title insurance shall be procured by Buyer at the expense of Buyer.

5.03. **Conveyance of Title.** Seller shall have title to the Real Estate as security for performance by Buyer hereunder. Seller covenants and agrees that upon the payment of all sums due under this Contract and the prompt and full performance by Buyer of all covenants and agreements herein made, Seller will convey or cause to be conveyed to Buyer, by Deed, the above described Real Estate, subject to restrictions and easements of record as of the Effective Date of this Agreement, all permitted exceptions, and all taxes and assessments which are Buyer's obligations. Upon full execution of this Land Contract, Seller shall execute the Deed for the Real Estate and place that deed in escrow at Koransky & Bouwer, P.C., 425 Joliet St., Ste. 425, Dyer, Indiana 46311, with directions to deliver the deed upon Buyer's full performance under this Agreement.

Section 6. Seller's Right to Mortgage the Real Estate.

6.01. **Mortgage Loan.** Buyer shall not have the right to retain, obtain, renew, extend or renegotiate a loan or loans secured by mortgage(s) on the Real Estate, unless the Purchase Price is to be paid off in full at any initial loan closing.

6.02. **Encumbrance.** Seller represents that the Real Estate is not encumbered with a Loan.

Section 7. Assignment of Contract or Sale of Interest in Real Estate.

7.01. **Assignment or Sale.** Buyer may not sell or assign this Contract, Buyer's interest therein or Buyer's interest in the Real Estate, without the prior written consent of Seller, which shall not be unreasonably withheld.

7.02. **Notice of Assignment or Sale.** If Buyer wishes to assign Buyer's interest in this Contract or sell Buyer's interest in the Real Estate, Seller shall be furnished in writing a notice containing the full name, address, place of employment, telephone number of the prospective assignee or purchaser from Buyer, as well as a financial statement showing their assets, liabilities and income and expenses.

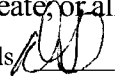
7.03. **Liability.** No assignment or sale shall operate to relieve either party from liability hereon.

7.04. **Seller's Assignment.** Seller may assign this Contract to any person, trust, or entity in whole or in part.

Section 8. Use of the Real Estate by Buyer; Seller's Right to Inspection.

8.01. **Use.** The Buyer is prohibited from placing any liens upon the Real Estate or using the Real Estate as security without the written consent of Seller which shall not be unreasonably withheld, as long as the lien is subordinate to Seller's interest. Buyer shall have right to lien the real estate only for purposes of paying off this Contract.

8.02. **Improvements.** Buyer may install improvements on the Real Estate after giving the construction drawings for the improvements to the Seller and receiving the permission of Seller to install same which approval shall not be unreasonably withheld. Buyer shall not create or allow any



mechanics, laborers, materialmen, or other creditors of Buyer or an assignee of Buyer to obtain, a lien or attachment against Seller's interest herein. Seller may require the Buyer to post a performance and payment bond prior to installing any improvements.

8.03. **Buyer's Understanding and Obligations.** Buyer agrees that the Real Estate and any improvements thereon are, as of the Effective Date of this Agreement, in good condition, orders, and repair as they are in on the Effective Date of this Agreement, ordinary wear and tear, and acts of God, or public authorities excepted. Buyer accepts the Real Estate "as is" in its present condition. Buyer has waived its right to inspections. Buyer shall not commit waste on the Real Estate, and, with respect to occupancy and use, shall comply with all laws, ordinances and regulations of any governmental authority having jurisdiction thereof. Buyer shall introduce no hazardous substance (as defined in Section 191(14) of the Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. § 9601(14)) upon or into the Real Estate. Furthermore, Buyer shall not use, generate, treat, store, dispose of or otherwise introduce any such hazardous substance, without limitation, into or on the Real Estate. Buyer shall neither cause nor permit any future, unlawful physical (including without limitation, the presence, accumulation or storage of any toxin, toxic waste, toxic effluent or discharge condition in, on or affecting the Real Estate or the health of persons in or about the Real Estate) on or about the Real Estate. Buyer shall not conduct or permit any unlawful activity upon the Real Estate, or cause or permit the Real Estate to be used in violation of any law.

8.04. **Inspection.** Seller shall have the right to enter and inspect the Real Estate at any reasonable time.

8.05. **Buyer's Responsibility for Accidents.** Buyer assumes all risk and responsibility for injury or damage to person or property arising from Buyer's use and control of the Real Estate and any improvements thereon.

8.06. **Disclaimer of Warranties.** The Real Estate has been fully inspected by Buyer. No representation has been made by Seller to Buyer or to any other persons concerning the state or condition of the Real Estate or improvements thereon, other than as hereinafter set forth, and Buyer has not relied on any statement or declaration of Seller, oral or in writing, as an inducement to the making of this Contract. Buyer will indemnify Seller for all liability, claim, loss, or cause of action which arises from the alleged ownership of the Real Estate after execution.

Section 9. Buyer's Default and Seller's Remedies.

9.01. **Time.** Time is of the essence of this Contract.

9.02. **Buyer's Default.** Upon the occurrence of any Event of Default, as hereinafter defined, Seller shall have the right to pursue immediately any remedy available under this Contract as may be necessary or appropriate to protect Seller's interest under this Contract and in the Real Estate.

9.03. **Event of Default.** The following shall each constitute an Event of Default for purposes of this Contract:

- (a) Failure by Buyer for a period of thirty (30) days to pay any payment required to be made by Buyer to Seller under this Contract when and as it becomes due and payable.
- (b) Lease or encumbrance of the Real Estate or any part thereof by Buyer, other than as expressly permitted by this Contract.
- (c) Causing or permitting by Buyer of the making of any lien, levy, seizure or attachment of the Real Estate or any part thereof.

- (d) Occurrence of an uninsured loss with respect to the Real Estate or any part thereof.
- (e) Institution of insolvency proceedings against Buyer, or the adjustment, liquidation, extension or composition or arrangement of debts of Buyer or for any other relief under any insolvency law relating to the relief of debtors; or, Buyer's assignment for the benefit of creditors or admission in writing of its inability to pay its debts as they become due; or, administration by a receiver or similar officer of any of the Real Estate.
- (f) Desertion or abandonment by Buyer of any portion of the Real Estate.
- (g) Actual or threatened alteration, demolition, waste or removal of any improvement now or hereafter located on the Real Estate, except as permitted by this Contract.
- (h) Failure by Buyer to perform or observe any other covenant or term of this Contract.

9.04. **Seller's Remedies.** Upon the occurrence of an Event of Default, and the passing of the time to cure, Seller shall have its remedies under Subsection 9.05.

9.05. **Remedies.** Seller may declare all of the sums secured by this Contract to be immediately due and payable, and Seller may immediately institute legal action to foreclose this Contract and Buyer's interest in the Real Estate. In addition, the Seller may recover from Buyer any or all of the following:

- (a) possession of the Real Estate;
- (b) any payment due and unpaid at the time of filing of the action and becoming due and unpaid from that time until possession of the Real Estate is recovered;
- (c) interest, increased to the default rate of ten percent (10%) per year on the Unpaid Purchase Price from the last date to which interest was paid until judgment or possession is recovered by Seller, whichever shall occur first; provided, however, that this shall not be construed as allowing Seller to recover any interest which would be included under Subsection 9.05 (b) above;
- (d) due and unpaid real estate taxes, assessments, charges and penalties which Buyer is obligated to pay under this Contract;
- (e) premiums due and unpaid for insurance which Buyer is obligated to provide under this Contract;
- (f) the reasonable cost of repair of any physical damage or waste to the Real Estate other than damage caused by ordinary wear and tear and acts of God or public authorities;
- (g) any other amounts which Buyer is obligated to pay under this Contract;
- (h) interest on any amounts paid by Seller in remedying the Default situation of the Buyer calculated at eighteen percent (18%) per year;
- (i) Seller's reasonable attorneys' fees incurred in enforcing the provisions of this Contract, including services necessary after judgment to collect any sums determined to be owed by Buyer, and including Seller's reasonable attorney's fees on appeal; and
- (j) all reasonable costs and expenses incurred by Seller in enforcing the provisions of this Contract such as, by way of illustration but not by way of limitation, costs of title searches, court costs, Sheriff's costs, deposition expenses, and the like.

9.06. **Acceleration of Contract Balance.** If Buyer becomes in default and the time to cure has passed, the Seller shall also have the right, without initiating an action for foreclosure, to declare

the unpaid principal balance of the purchase price of the Real Estate immediately due and owing, and proceed to collect the same together with the damages and/or compensatory sums detailed in 9.05 which the Seller incurs.

9.07. **Seller's Additional Remedies.** In addition to the remedies set forth above, upon the occurrence of an Event of Default, Seller shall be entitled to:

- (a) Request that a receiver be appointed over the Real Estate in accordance with Indiana law providing for real estate mortgage foreclosures.
- (b) Enforce any right without relief from valuation or appraisal laws.

9.10. **Remedies Cumulative.** The remedies of Seller, except where specifically hereinabove otherwise provided, are elective, and are cumulative, and not exclusive. Seller may pursue any or all of such remedies, either separately or in conjunction with each other, and may abandon any remedial action at any time in favor of any other remedial action, without prejudice of any manner whatsoever.

9.11. **Waiver of Default.** No waiver by Seller of any default of Buyer, or any extension of the due date of any payment hereunder, or the acceptance by Seller of any payment after it's due date, shall in any manner operate as a waiver of any default thereafter occurring; and the same shall not effect the right of Seller to continue enforcement of any of the provisions of this Contract once the enforcement has commenced.

9.12. **Waiver of Notice.** Excepting Notice under 9.04, Buyer expressly waives any requirement of a declaration of default, or notice thereof, by Seller, and Seller shall not be obligated to provide Buyer with any such declaration or notice.

Section 10. Seller's Default and Buyer's Remedies.

10.01. If Seller fails to convey the Real Estate as required by this Contract, Buyer may institute legal action against Seller for specific performances, in which case Seller hereby acknowledges that an adequate remedy for default in such case does not exist at law; or Buyer may pursue such other remedy as is available at law or in equity.

10.02. If, after thirty (30) days notice from Buyer, Seller fails to make any payment required of it under this Contract or to perform or observe any other of its covenants or agreements, Buyer shall be entitled to institute legal action against Seller for relief as may be available at law or in equity.

Section 11. General Agreements.

11.01. If Seller consists of more than one person, the persons signing this Contract shall be jointly and severally bound.

11.02. If Buyer consists of more than one person, the persons signing this Contract as Buyer shall be jointly and severally bound.

11.03. Use of the masculine gender in this Contract shall comprehend, as appropriate, the feminine gender or the neuter gender as well.

11.04. A memorandum of this Contract may be recorded and shall be adequate notice of the provisions of this Contract as though the entire instrument had been recorded. All costs of recording shall be the responsibility of the Buyer.

11.05. Each party is entitled to recover its reasonable attorney fees, costs, and expenses incurred by reason of enforcing its rights hereunder, including the expenses of preparing any notice of delinquency, whether or not any legal action is instituted.

11.06. For purposes of listing the Real Estate for sale by Buyer, Buyer shall be deemed to be the "fee titleholder" as this term is used in the Indiana Real Estate License Laws.

11.07. The failure or omission of either party to enforce any of its right or remedies upon any breach of any of the covenants, terms or conditions of this Contract shall not bar or abridge any of its rights or remedies upon any subsequent default.

Section 12. Additional Covenants

12.01. **Modification.** This Contract may only be modified by a writing, signed and dated by both parties.

12.02. **Binding Effect.** This Contract shall bind, and inure to the benefit of, the parties, their heirs, assigns, personal representatives and successors in interest; provided that this provision shall not be construed to authorize or ratify any transfer prohibited by the provisions of this Contract.

12.03. **Notices.** All notices required or permitted to be given pursuant to the provisions of this Contract shall be in writing and shall be delivered by certified mail, return receipt requested, at the addresses appearing below:

To Seller: J & M Holding Company, LLC
c/o Nick Loxas
1248 Royal Dublin Lane
Dyer, IN 46311

To Buyer: Darah J. Sheaks
7936 Tapper Avenue
Munster, IN 46321

All notices shall be deemed to have been given on the date that they are post-marked. Either party may change address to which such notices are to be mailed by written notice given in the manner provided by the sections dealing with notices of this Contract.

If either party shall attempt to serve any notice upon the other, and if such notice shall be returned unclaimed for any reason, then notice by publication in a newspaper distributed weekly or more frequently in the area of the last known address of the party to be notified shall be deemed to comply with any notice requirements of this Contract.

12.04. **Entire Agreement.** This Contract contains all the terms and provisions of the parties' agreement for the sale of the Real Estate, and no oral statements or representations are made a basis of, or have served as an inducement to the parties to enter into this Contract.


12.05. **Governing Law.** This Contract shall be construed and enforced according to the laws of the State of Indiana. State and/or federal courts within the State of Indiana shall have exclusive jurisdiction over any disputes arising under this Contract, and over the parties hereto in connection herewith, and Buyer hereby waives all objections based upon personal jurisdiction and venue of said courts.

12.06. **Section Titles.** The Section Titles are included as a matter of convenience only, and are not intended to define or otherwise construe the contents of the Sections.

12.07. **Severability.** If any part, term or provision of this Contract is adjudged to be illegal or in conflict with any law the validity of the remaining portions or provisions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular part, term or provision held to be invalid.

12.08. **Counterparts.** This Contract may be executed in any number of counterparts, each of which shall constitute an original for all purposes.

12.09. **Rules of Construction.** This Contract has been prepared by Buyer's attorney and Seller has read same in its entirety and has had ample opportunity to submit same to Seller's attorney


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for consideration. No rule of law or evidence construing the document against the preparer thereof shall be invoked or applied in the event that the meaning of any of the terms or provisions of this Agreement shall become disputed.

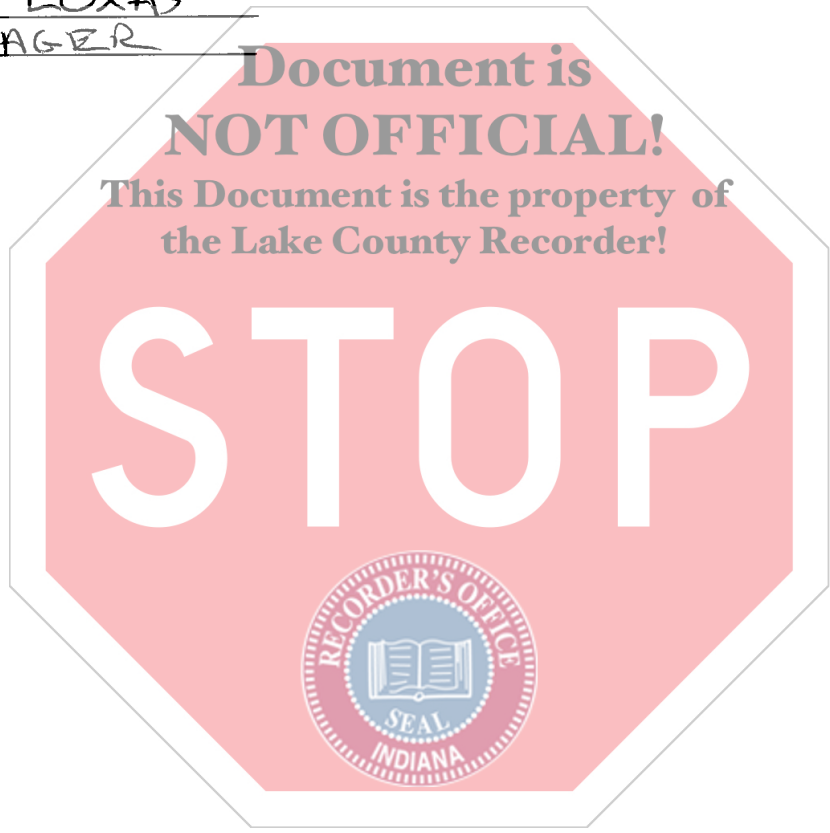
12.09. **Recordation.** This Land Contract shall be recorded at Buyer's expense with the Lake County Recorders office. Both Seller and Buyer shall be responsible for executing any forms required to process the recording of this Land Contract. Upon recording of this Land Contract, Buyer shall be responsible for filing any and all necessary paperwork required to obtain the homestead and mortgage deduction and any other applicable deduction with respect to the real property taxes.

IN WITNESS WHEREOF, Seller and Buyer have executed this Contract on this _____ day of December, 2011.

SELLER:
J & M Holding Company, LLC

BUYER:

Darah J. Sheals


By: NICK LOXAS
Its: MANAGER



STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

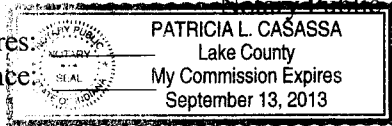
I, PATRICIA CASASSA a Notary Public in and for County and State aforesaid, do hereby certify that Nick Loxas

Nick Loxas personally known to me to be the same person whose name is subscribed to the foregoing instrument in his capacity as manager of J & M Holding Company, LLC and on behalf of J & M Holding Company, LLC and acknowledged he signed and delivered the said instrument as his own free and voluntary act.

Given under my hand and notarial seal this 27th day of December, 2011.

Patricia Casassa
Notary Public

My Commission Expires
My County of Residence:



STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

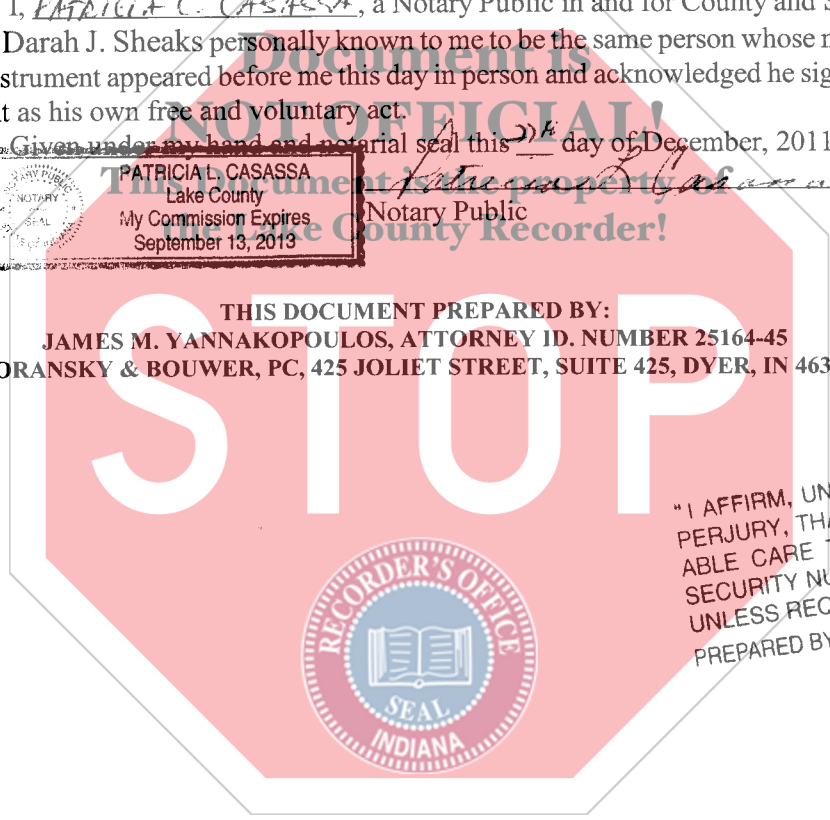
I, PATRICIA L. CASASSA, a Notary Public in and for County and State aforesaid, do hereby certify that Darah J. Sheaks personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged he signed and delivered the said instrument as his own free and voluntary act.

Given under my hand and notarial seal this 27th day of December, 2011.



Patricia Casassa
Notary Public

THIS DOCUMENT PREPARED BY:
JAMES M. YANNAKOPOULOS, ATTORNEY ID. NUMBER 25164-45
KORANSKY & BOUWER, PC, 425 JOLIET STREET, SUITE 425, DYER, IN 46311



"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."
PREPARED BY: Darah Sheaks


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EXHIBIT A

Lot 34 in Lawrence Monaldi's Eighth Addition to Munster, as per plat thereof, recorded in Plat Book 31 page 29 in the Office of the Recorder of Lake County, Indiana.

More commonly known as 7936 Tapper Avenue, Munster, Indiana 46311.



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**EXHIBIT B
Loan Summary**

\$1,187.27

Monthly Principal & Interest

Month	Interest	Principal	Balance
Jan, 2012	\$582.00	\$605.27	\$154,594.73
Feb, 2012	\$579.73	\$607.54	\$153,987.19
Mar, 2012	\$577.45	\$609.82	\$153,377.37
Apr, 2012	\$575.17	\$612.10	\$152,765.27
May, 2012	\$572.87	\$614.40	\$152,150.87
Jun, 2012	\$570.57	\$616.70	\$151,534.17
Jul, 2012	\$568.25	\$619.02	\$150,915.15
Aug, 2012	\$565.93	\$621.34	\$150,293.81
Sep, 2012	\$563.60	\$623.67	\$149,670.14
Oct, 2012	\$561.26	\$626.01	\$149,044.14
Nov, 2012	\$558.92	\$628.35	\$148,415.78
Dec, 2012	\$556.56	\$630.71	\$147,785.07
Jan, 2013	\$554.19	\$633.08	\$147,152.00
Feb, 2013	\$551.82	\$635.45	\$146,516.55
Mar, 2013	\$549.44	\$637.83	\$145,878.71
Apr, 2013	\$547.05	\$640.22	\$145,238.49
May, 2013	\$544.64	\$642.63	\$144,595.86
Jun, 2013	\$542.23	\$645.04	\$143,950.83
Jul, 2013	\$539.82	\$647.45	\$143,303.38
Aug, 2013	\$537.39	\$649.88	\$142,653.49
Sep, 2013	\$534.95	\$652.32	\$142,001.18
Oct, 2013	\$532.50	\$654.77	\$141,346.41
Nov, 2013	\$530.05	\$657.22	\$140,689.19
Dec, 2013	\$527.58	\$659.69	\$140,029.50

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Jan, 2014	\$525.11	\$662.16	\$139,367.35
Feb, 2014	\$522.63	\$664.64	\$138,702.70
Mar, 2014	\$520.14	\$667.13	\$138,035.57
Apr, 2014	\$517.63	\$669.64	\$137,365.93
May, 2014	\$515.12	\$672.15	\$136,693.79
Jun, 2014	\$512.60	\$674.67	\$136,019.12
Jul, 2014	\$510.07	\$677.20	\$135,341.92
Aug, 2014	\$507.53	\$679.74	\$134,662.18
Sep, 2014	\$504.98	\$682.29	\$133,979.90
Oct, 2014	\$502.42	\$684.84	\$133,295.05
Nov, 2014	\$499.86	\$687.41	\$132,607.64
Dec, 2014	\$497.28	\$689.99	\$131,917.65
Jan, 2015	\$494.69	\$692.58	\$131,225.07
Feb, 2015	\$492.09	\$695.18	\$130,529.89
Mar, 2015	\$489.49	\$697.78	\$129,832.11
Apr, 2015	\$486.87	\$700.40	\$129,131.71
May, 2015	\$484.24	\$703.03	\$128,428.69
Jun, 2015	\$481.61	\$705.66	\$127,723.02
Jul, 2015	\$478.96	\$708.31	\$127,014.71
Aug, 2015	\$476.31	\$710.96	\$126,303.75
Sep, 2015	\$473.64	\$713.63	\$125,590.12
Oct, 2015	\$470.96	\$716.31	\$124,873.81
Nov, 2015	\$468.28	\$718.99	\$124,154.82
Dec, 2015	\$465.58	\$721.69	\$123,433.13
Jan, 2016	\$462.87	\$724.40	\$122,708.74
Feb, 2016	\$460.16	\$727.11	\$121,981.62
Mar, 2016	\$457.43	\$729.84	\$121,251.79
Apr, 2016	\$454.69	\$732.58	\$120,519.21
May, 2016	\$451.95	\$735.32	\$119,783.89
Jun, 2016	\$449.19	\$738.08	\$119,045.81

Initials *RLS*

Jul, 2016	\$446.42	\$740.85	\$118,304.96
Aug, 2016	\$443.64	\$743.63	\$117,561.33
Sep, 2016	\$440.86	\$746.41	\$116,814.92
Oct, 2016	\$438.06	\$749.21	\$116,065.71
Nov, 2016	\$435.25	\$752.02	\$115,313.68
Dec, 2016	\$432.43	\$754.84	\$114,558.84
Final payment on first business day of January 2017 \$114,558.68			



Initials 