

When Recorded Mail to  
CNF Realty Partners LLC  
21001 N. Tatum Boulevard  
Suite 1630-443  
Phoenix, AZ 85050

2014 028514

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2014 MAY 19 PM 12:08

MICHAEL B. BROWN  
RECORDER

REAL ESTATE  
MORTGAGE

This Indenture Witnessed, That SHA YANG. (the "Mortgagor"), Mortgages and Warrants to CNF Realty Partners LLC (the "Mortgagee"), the following described real estate in Lake County Indiana : Lot 1 in <sup>Corrected BSK</sup> ~~Consolidated~~ Plat of Lawndale Gardens 7<sup>th</sup> Addition to Griffith, as per plat thereof, recorded in Plat book 36, page 19, in the Office of the Recorder of Lake County, Indiana

Commonly known as: 1245 <sup>N. BSK</sup> ~~Arbogast~~ <sup>St. BSK</sup> Griffith Indiana 46319 or Key # 45-07-26-426-001.000-006.

(hereinafter referred to as the "Mortgaged Premises") together with all rights, privileges, interests, easements, hereditaments, appurtenances, fixtures and improvements now or hereafter belonging, appertaining, attached to or used in connection with, the Mortgaged Premises, and all the rents, issues, income and profits thereof.

This mortgage is given to secure the performance of the provisions hereof and the payment of a certain promissory note(s) ("Note") dated this <sup>5th</sup> day of May, 2014 in the principal amount of Fifty Seven Thousand Five Hundred Dollars (\$57,500.00) with compensation as therein provided, together with all subsequent notes for the purchase of the real estate.

Said principal and all compensation due under the Note are payable as follows: Borrower has promised to pay this debt in according to payment schedule outlined in corresponding Note, and to pay all amounts due hereunder in full not later than May 14<sup>th</sup>, 2015.

The Mortgagor (jointly and severally) covenants and agrees with the Mortgagee that:

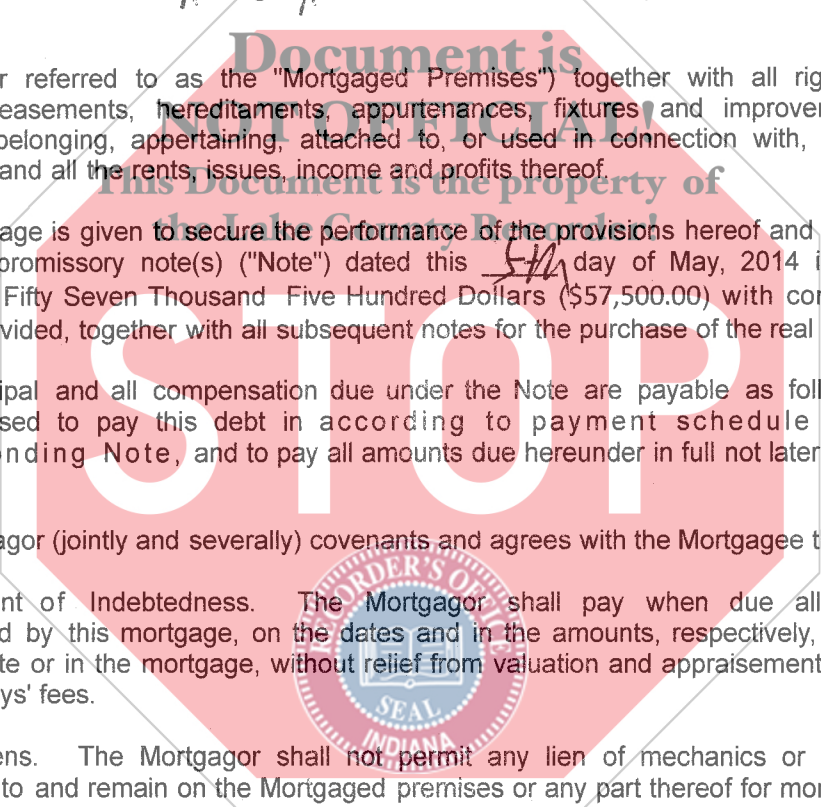
1. Payment of Indebtedness. The Mortgagor shall pay when due all indebtedness secured by this mortgage, on the dates and in the amounts, respectively, as provided in the Note or in the mortgage, without relief from valuation and appraisal laws, and with attorneys' fees.
2. No Liens. The Mortgagor shall not permit any lien of mechanics or materialmen to attach to and remain on the Mortgaged premises or any part thereof for more than 45 days after receiving notice thereof from the Mortgagee.
3. Repair of Mortgaged Premises; Insurance. The Mortgagor shall keep the Mortgaged Premises in good repair and shall not commit waste thereon. The Mortgagor shall procure and maintain in effect at all times adequate insurance from an insurance company acceptable to the Mortgagee against loss, damage to, or destruction of the Mortgaged

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.

Bobbie S Kuecnkoff  
Bobbie S Kuecnkoff

19. -  
ITN CK  
#22816  
DN  
NON-COR

Return to  
INDIANA TELE NETWORK COMPANY  
325 NORTH MAIN  
BROWN POINT, IN 46307  
2014-54934-02



Premises because of fire, windstorm or other such hazards in such amounts as the Mortgagee may reasonably require from time to time, and all such insurance policies shall contain proper clauses making all proceeds of such policies payable to the Mortgagee and the Mortgagor as their respective interests may appear. All such policies of insurance shall be delivered to and retained by the Mortgagee until the indebtedness secured hereby is fully paid.

4. **Taxes and Assessments.** The Mortgagor shall pay all taxes or assessments levied or assessments levied or assessed against the Mortgaged Premises, or any part thereof, as and when the same become due and before penalties accrue. Proof of tax payment shall be forwarded to Mortgagee within 15 days of tax due date.
5. **Advancements to Protect Security.** The Mortgagee may, at his option, advance and pay all sums necessary to protect and preserve the security intended to be given by this mortgage. All sums so advanced and paid by the Mortgagee shall become a part of the indebtedness secured hereby and shall bear interest from the date or dates of payment at the rate of EIGHTEEN percent (18.00%) per annum. Such sums may include, but are not limited to, insurance premiums, taxes, assessments and liens which may be or become prior and senior to this mortgage as a lien on the Mortgaged Premises, or any part thereof, and all costs, expenses and attorney's fees incurred by the Mortgagee in respect of any and all legal or equitable proceedings which relate to this mortgage or to the Mortgaged Premises.
6. **Default by Mortgagor; Remedies of Mortgagee.** Upon default by the Mortgagor in any payment provided for herein or in the Note, or in the performance of any covenant or agreement of the Mortgagor hereunder, or if the Mortgagor shall abandon the Mortgaged Premises, or if a trustee or receiver shall be appointed for the Mortgagor or for any part of the Mortgaged Premises, except if said trustee or receiver is appointed in any bankruptcy action, then and in any such event, the entire indebtedness secured hereby shall become immediately due and payable at the option of the Mortgagee, without notice and this mortgage may be foreclosed accordingly. Upon such foreclosure the Mortgagee may continue the abstract of title to the Mortgaged Premises, or obtain other appropriate title evidence, and may add the cost thereof to the principal balance due.
7. **Non-Waiver; Remedies Cumulative.** No delay by the Mortgagee in the exercise of any of his rights hereunder shall preclude the exercise thereof so long as the Mortgagor is in default hereunder, and no failure of the Mortgagee to exercise any of his rights hereunder shall preclude the exercise thereof in the event of a subsequent default by the Mortgagor hereunder. The Mortgagee may enforce any one or more of his rights or remedies hereunder successively or concurrently.
8. **Extensions; Reductions; Renewals; Continued Liability of Mortgagor.** The Mortgagee at his option, may extend the time for the payment of the indebtedness, or reduce the payments thereon, or accept a renewal note or notes therefor, without consent of any junior lien holder, and without the consent of the Mortgagor if the Mortgagor has then parted with the title to the Mortgaged Premises. No such extension, reduction or renewal shall affect the priority of this mortgage or impair the security hereof in any manner whatsoever, or release, discharge or affect in any manner the personal liability of the Mortgagor to the Mortgagee.
9. **General Agreement of Parties:** All rights and obligations hereunder shall extend to and be binding upon the several heirs, representatives, successors and assigns of the parties to this mortgage. When applicable, use of the singular form of any word also shall mean or apply to the plural and masculine form shall mean and apply to the feminine or

the neuter. The titles of the several paragraphs of this mortgage are for convenience only and do not define, limit or construe the contents of such paragraphs.

10. Transfer of Title or Interest Prohibited. The Note and Mortgage securing it are non-transferable; any attempt to effect a transfer of title or change of interest in titleholder, in part or in entirety, shall be void and constitute a default of this Mortgage agreement, entitling Note Holder to Acceleration of the Note.

11. After recording mail to :

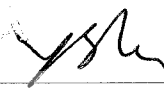
CNF REALTY PARTNERS LLC 21001 N. Tatum Boulevard, Suite 1630-443 Phoenix, AZ 85050.

In Witness Whereof the Mortgagor has executed this mortgage this 5<sup>th</sup> day of May 2014.

**Sha Yang**  
Acting as individual

BY:

Signature



Printed: Sha Yang

*Prepared by  
Frankhanel  
John Frankhanel*

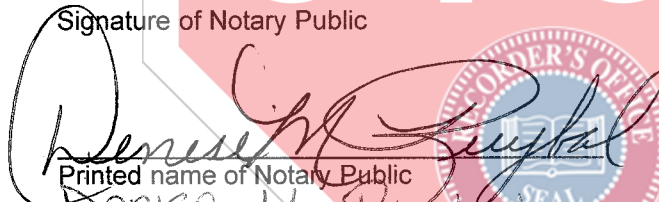
State of Colorado, County of Larimer ss:

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named [Mortgagor's] who acknowledged the execution of the foregoing Mortgage and who, having been duly sworn, stated the representations therein contained are true.

WITNESS my hand and Seal this 5<sup>th</sup> day of May 2013

My Commission Expires 4/29/2015

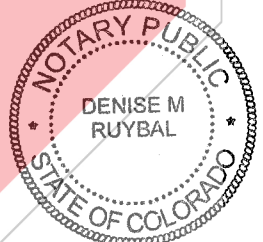
Signature of Notary Public



Printed name of Notary Public

Denise M. Ruybal

Larimer / Colorado  
Notary Public County and State of Residence



Property Address: 31 BSK  
1245 N. Arbogast, Griffith In 46319

Mortgagee Address:  
21001 N. Tatum Blvd. #1630-443, Phoenix, Ax 85050