

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2015 073397

2015 OCT 30 AM 9:57

MICHAEL B. BROWN  
RECORDER



This is to certify that this a true and exact copy of the original instrument

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MORTGAGE AND ASSIGNMENT OF LEASES

This Mortgage and Assignment of Leases is made this 27<sup>th</sup> day of September, 2006, between the Mortgagor, DDS Real Estate, LLC, an Indiana limited liability company (herein "Borrower") and the Mortgagee, Ginger Kamber and Youssef Kamber, (herein "Lender").

**WHEREAS**, Borrower owes Lender the principal sum of One Hundred Sixteen Thousand Eight Hundred (\$116,800.00) Dollars, ("Loan") said obligation being evidenced by Borrower's note dated the same date as this Mortgage ("Note") which provides for monthly payments, with the full debt, if not paid earlier, due and payable on September 26, 2011. ("Maturity Date")

**TO SECURE** to the Lender (i) the repayment of the payment of the Loan, and all interest, late charges, and other indebtedness evidenced by or owing under the Note, that Security Agreement from Sarkiss Investments, LLC to Lender dated the same date as this ("Security Agreement") Mortgage and that certain Guaranty of Payment from Sarkiss Investments, LLC and Daniel Sarkiss in favor of Lender dated the same date as this Mortgage (which Note, Mortgage, Security Agreement and Guaranty are collectively referred to as the "Loan Documents") (ii) the performance and observance of the covenants, conditions, agreements, representations warranties and other liabilities of Borrower or any other obligor to or benefiting Lender which are evidenced by any Loan Document and (iii) the reimbursement to Lender of any an all sums incurred, expended or advanced by Lender pursuant to any terms or provisions of or constituting additional indebtedness under or secured by this Mortgage, any of the other Loan Documents with interest thereon as provided herein or their (collectively "Indebtedness") Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of Lake, State of Indiana:

SEE ATTACHED EXHIBIT A

Unit No. 26, Key No. 37-0041-0083

which has the address of: 3537 Orchard Drive, Hammond, Indiana 46323 ("Property")

NORTHWEST INDIANA TITLE SERVICES, INC.  
162 Washington Street  
Lowell, Indiana 46356

06-15131-1

**TOGETHER** with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property, (or leasehold estate if this Mortgage is on a leasehold) and herein referred to as the "Property."

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

**COVENANTS.** Borrower and Lender covenant and agree as follows:

- 1. Payment of Principal and Interest.** Borrower shall promptly pay when due, without set-off, recoupment or deduction, the principal of and interest on the debt evidenced by the Note and any other charges due under the Note.
- 2. Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraph 1 hereof shall be applied by Lender first to interest, if any, then to fees, charges and advances payable pursuant to the Agreement, and then to the principal.
- 3. Payment of Taxes and Assessments.** Borrower will pay when due, and before any penalty attaches, all general and special taxes, assessments, water charges, sewer charges, and other fees, taxes, charges and assessments of every kind and nature whatsoever (all herein generally called "Taxes"), whether or not assessed against Borrower, if applicable to the Property or any interest therein, or the Indebtedness, or any obligation or agreement secured hereby, subject to Borrower's right to contest the same as provided by the terms hereof; and Borrower will, upon written request, furnish to Lender duplicate receipts therefore within ten (10) days after Lender's request. Unless waived in writing by Lender, Borrower shall deposit with Lender, on the 27th day of each month until the Borrower's obligation is fully paid, a sum equal to one-twelfth (1/12<sup>th</sup>) of one hundred five percent (105%) of the most recent ascertainable annual Taxes on the Property. If requested by Lender at the time described in the preceding sentence, Borrower shall also deposit with Lender an amount of money which, together with the aggregate of the monthly deposits to be made pursuant to the preceding sentences as of one month prior to the date on which the next installment of annual Taxes for the current calendar year become due, shall be sufficient to pay in full such installment of annual Taxes, as estimated by Lender. Such deposits are to be held without any allowance of interest and are to be used for the payment of Taxes next due and payable when they become due. So long as no Event of Default shall

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exist, Lender shall, at its option, pay such Taxes when the same become due and payable (upon submission of appropriate bills therefore from Borrower) or shall release sufficient funds to Borrower for the payment thereof. If the funds so deposited are insufficient to pay any such Taxes for any year (or installments thereof, as applicable) when the same shall become due and payable, Borrower shall, within ten (10) days after receipt of written demand therefore, deposit additional funds as may be necessary to pay such Taxes in full. If the funds so deposited exceed the amount required to pay such Taxes for any year, the excess shall be applied toward subsequent deposits. Said deposits need not be kept separate and apart from any other funds of Lender. Lender, in making any payment hereby authorized relating to Taxes, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof. Upon an Event of Default, Lender may, at its option, apply any monies at the time on deposit pursuant to this paragraph 3, hereof to cure an Event of Default or to pay any Indebtedness in such order and manner as Lender may elect. If such deposits are used to cure an Event of Default or pay any Indebtedness, Borrower shall, promptly following demand by Lender, deposit with Lender an amount equal to the amount expended by Lender from the deposits. When the Indebtedness has been fully paid, any remaining deposits shall be returned to Borrower. Such deposits are hereby pledged as additional security for the Indebtedness and shall not be subject to the direction or control of Borrower. Lender shall not be liable for any failure to apply to the payment of Taxes any amount so deposited unless Borrower, prior to an Event of Default, shall have requested Lender in writing to make application of such funds to the payment of such amounts, accompanied by the bills for such Taxes. Lender shall not be liable for any act or omission taken in good faith or pursuant to the instruction of any party with respect to Taxes.

4. **Charges; Liens.** Borrower shall promptly pay, or cause to be paid, all of charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any, including all payments due under any mortgage disclosed by the title insurance policy insuring Lender's interest in the Property. Borrower shall upon request of Lender, promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this mortgage, provided that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof. Notwithstanding the above, any tax dispute must be paid in full by Borrower, but Borrower may make such payment under protest in a manner provided by statute.

5. **Hazard Insurance.** Borrower, at its sole cost and expense, shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards, included within the term "extended coverage," and such other hazards as Lender may reasonably require and in such amounts and for such periods as Lender may reasonably require; provided, that Lender shall not require that the amount of such coverage exceed the amount of coverage required to pay the sums secured by this Mortgage on the Property. All insurance shall (i) be carried by companies reasonably acceptable to Lender; (ii) be in form and content acceptable to Lender; (iii) provide for thirty (30) days advance written notice to Lender before any cancellation, adverse material modification or notice of non-renewal and (iv) contain deductibles which are in amounts acceptable to Lender. All physical damage Policies and renewals shall contain (a) standard mortgage and waiver of subrogation clauses in favor of Lender and (b) a loss payable clause in favor of Lender for personal property, contents, inventory and equipment. All liability policies and renewals shall name Lender as an additional insured. In the event of the foreclosure of the Mortgage or any transfer of title to the Property in full or partial satisfaction of the Loan, all right, title and interest of Borrower in and to all insurance policies and renewals thereof then in force shall pass to the purchaser or grantee. Borrower shall deliver to Lender a binder (accompanied by an insurance certificate) marked "paid" or other evidence satisfactory to Lender of continuing coverage at least fifteen (15) days before the expiration of existing policies. Unless Borrower provides Lender evidence of the insurance coverages required hereunder, Lender may purchase insurance at Borrower's expense to cover Lender's interest in the Property. The insurance may, but need not, protect Borrower's interest. Borrower may later cancel any insurance purchased by Lender but only after providing Lender with evidence that Borrower has obtained insurance as required by this Mortgage. If Lender purchases insurance for the Property, Borrower will be responsible for the costs of such insurance, including, without limitation, interest and any other charges which Lender may impose in connection with the placement of the insurance until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be added to the Indebtedness. The cost of the insurance may be more than the cost of insurance Borrower may be able to obtain on its own.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Mortgage is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Mortgage would be impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application or proceeds to the Indebtedness shall not extend or postpone the due date of any payments due under the Agreement, or change the amount of such payment.

6. **Assignment of Leases.** Borrower does hereby assign and transfer unto Lender all of the leases and rents, issues and profits now due and which may hereafter become due under or by virtue of any lease, whether written or verbal, or any letting or, or any agreement for the use or occupancy of the Property including any improvements thereon or any part thereof, which may be made or agreed to by the Borrower under the powers herein granted, it being the intention hereby to establish an absolute transfer and assignment of all the said lease and agreements, and all avails thereof, to the Lender. Borrower further agrees to assign and transfer unto Lender all further leases upon the Property and to execute and deliver, immediately upon the request of the Lender, all such further assignments in the Property as the Lender shall from time to time require, provided, however, that the Borrower may, in the ordinary course of Borrower's business, prior to such time as the Lender may exercise the rights and powers conferred upon it herein, cancel surrender or modify leases of less than all or substantially all of the Property. The Borrower does hereby authorize irrevocably the Lender (with or without taking possession of the aforesaid Property) to rent, lease or let all or any portion of the Property to any party or parties at such rental and upon such term, in its discretion as it may determine and to collect all of said avails, rents, issues and profits arising from or accruing at any time hereafter exist on the Property, with the same rights and powers and subject to the same immunities, exoneration of liability, and rights of recourse and indemnity as the Lender would have upon taking possession of the Property pursuant to the provisions hereinafter set forth. Borrower represents and agrees that no rent has been or will be paid by any person in possession of any portion of the Property for more than one installment in advance and that the payment of none of the rents to accrue for any portion of the Property has been or will be waived, released, reduced or discounted or otherwise discharged or compromised by the Borrower except in the ordinary course of Borrower's business. The Borrower waives any right of set-off against any person in possession of any portion of the Property. The Borrower agrees that it will not assign any of the rents or profits except to the purchaser or grantee of the Property, provided that any such assignment to a purchaser or grantee shall be subject and subordinate to rights herein granted to Lender. Nothing herein contained shall be construed as constituting the Lender a "mortgagee in possession" in the absence of the taking of actual possession of the Property by the Lender pursuant to the provisions hereinafter contained. In the exercise of the powers herein granted the Lender, no liability shall be asserted or enforced against the Lender, all such liability being expressly waived and released by Borrower. Although it is the intention of the parties that this assignment of leases and rents shall be a present assignment, it is expressly understood and agreed, anything herein contained to the contrary notwithstanding, that the Lender shall not exercise any of the rights and powers conferred upon it herein until and unless an Event of Default shall occur. Lender shall not be obligated to perform or discharge, nor does it hereby undertake to perform or discharge, any obligation, duty or liability under any leases or rental agreements relating to the Property, and the Borrower shall and does hereby agree to indemnify and hold the lender harmless of and from any and all liability, loss or damage which it may or might incur under any leases or under or by reason of the assignment thereof and of or from any and all claims and demands whatsoever which may be asserted against it by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in said leases other than resulting from Lender's negligence or willful misconduct. Should the Lender incur such liability, loss or damage under said leases or under or by reason of the assignment thereof, or in the defense of any claims or demands, the Borrower agrees to reimburse the Lender for the amount thereof, including costs, expenses and reasonable attorneys' fees, immediately upon demand.

7. **Preservation and Maintenance of Property.** Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold.

8. **Protection of Lender's Security.** If Borrower fails to perform the material covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, any proceeding brought by or on behalf of a prior mortgagee, eminent domain, insolvency, code enforcement, or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower pursuant to paragraph 5, may make such appearance, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorneys' fees and entry upon the Property to make repairs.

Any amounts disbursed by Lender pursuant to this paragraph 8, with interest thereon, shall become additional Indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable within a reasonable amount of time after upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable from time to time on the Principal Balance under the Agreement. Nothing contained in this paragraph 8 shall require Lender to incur any expense or take any action hereunder.

9. **Inspection.** Lender may make, or cause to be made, reasonable entries upon and inspection of the Property, provided that Lender shall give Borrower adequate notice prior to any such inspection specifying reasonable cause related to Lender's interest in the Property.

10. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. In the event of a total or partial taking of the Property, the proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemner offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 60 days after the date such notice is mailed, Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of any payment due under the Agreement or change the amount of such payment.

11. **Borrower Not Released.** Extension of the time for payment or modification of any other term of the Agreement or this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify any term of the Agreement or this Mortgage by reason of the demand made by the original Borrower and Borrower's successors in interest.

12. **Forbearance by Lender Not a Waiver.** Any forbearance by Lender in exercising any right or remedy under the Agreement or hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's rights to accelerate the maturity of the Indebtedness secured by this Mortgage.

13. **Remedies Cumulative.** All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively.

14. **Successors and Assigns Bound; Joint and Several Liability; Captions.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to the respective successors and assigns of Lender and Borrower. All covenants and agreements of Borrower shall be joint and several. The captions and headings of paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

15. **Notice.** Except for any notice required under applicable law to be given in another manner (a) any notice to Borrower provided for in this Mortgage shall be given by mailing such notice to Borrower at 1308 S. Canfield, Park Ridge, Illinois 60068 or at such other address as Borrower may designate by notice to Lender as provided herein and (b) any notice to Lender shall be given by Certified Mail, Return Receipt Requested, designated below to Lender at 1801 Newton Avenue, Park Ridge, IL 60068 or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or to Lender on the earlier of: (1) the date hand delivery is actually made, or (2) the date notice is deposited in the United States mail system by Certified Mail, Return Receipt Requested.

16. **Governing Law; Severability.** This Mortgage shall be governed by the law of the State of Indiana. In the event that any provision or clause of this Mortgage or the Agreement conflicts with applicable law, such conflict shall not affect the provisions of this Mortgage or the Agreement which can be given effect without the conflicting provision, and to this end the provisions of the Mortgage and the Agreement are declared to be severable.

17. **Acceleration.** (A) Remedies: Upon an Event of Default or Borrower's breach of any covenant or agreement of Borrower in this Mortgage or the Loan Documents Note, Lender, at Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand, and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorneys' fees and costs of documentary evidence, abstracts and title reports. Upon or at any time after filing of a complaint to foreclose this Mortgage, the court in which such complaint is filed shall, upon petition by Lender, appoint a receiver for the Property in accordance with the laws of the State of Indiana. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of Borrower at the time of application for such receiver and without regard to the value of the Property and the Lender hereunder, or any other holder of the Note may be appointed as such receiver. Such receiver shall have the power to collect the rents, issues and profits of the Property (i) during the pendency of such foreclosure suit, (ii) in case of a sale and a deficiency, during the full statutory period of redemption, whether there be a redemption or not, and (iii) during any further times when Borrower, but for the intervention of

such receiver, would be entitled to collect such rents, issues and profits. Such receiver also shall have all other powers and rights that may be necessary or are usual in such cases for the protection, possession, control, management and operation of the Property during said period, including, to the extent permitted by law, the right to lease all or any portion of the Property for a term that extends beyond the time of such receiver's possession without obtaining prior court approval of such lease. The court from time to time may authorize the application of the net income received by the receiver in payment of (a) the Indebtedness, or by any decree foreclosing this Mortgage, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale, and (b) any deficiency upon a sale and deficiency.

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(B) Lender's Right of Possession in Case of Default: At any time after an Event of Default, Borrower shall, upon demand of Lender, surrender to Lender possession of the Property. Lender, in its discretion may, with process of law, enter upon and take and maintain possession of all or any part of the Property, together with all documents, books and records relating thereto, and may exclude Borrowers and its employees, agents or servants therefrom, and Lender may then hold, operate, manage and control the Property, either personally or by its agents. Lender shall have full power to use such measures, legal or equitable, as in its discretion may be deemed proper or necessary to enforce the payment or security of the avails, rents, issues and profits of the Property, including actions for the recovery of rent, actions in forcible detainer and actions in distress for rent. Without limiting the generality of the foregoing, Lender shall have the full power to (a) cancel or terminate any lease or sublease for any cause or on any ground which would entitle Borrower to cancel the same, (b) elect to disaffirm any lease or sublease which is then subordinate to the lien hereof, (c) extend or modify any then existing leases and to enter into new leases, which extension, modifications and leases may provide for terms to expire or for options to lessees to extend or renew terms to expire, beyond the Maturity Date and beyond the date of the issuance of a deed or deeds to a purchaser or purchasers at a foreclosure sale, it being understood and agreed that any such leases, and the options or other such provisions to be contained therein, shall be binding upon Borrower and all persons whose interests in the Property are subject to the lien hereof and upon the purchaser or purchasers at any foreclosure sale, notwithstanding any redemption from sale, discharge of the Indebtedness, satisfaction of any foreclosure judgment or issuance of any certificate of sale or deed to any purchaser; (d) make any repairs, renewals, replacements, alterations, additions, betterments and improvements to the Property as Lender deems necessary; (e) insure and reinsure the Property and all risks incidental to Lender's possession, operation and management thereof; and (f) receive all of such avails, rents, issues and profits. Lender, in the exercise of the rights and powers hereinabove conferred upon it, shall have full power to use and apply the avails, rents, issues and profits of the Property to the payment of or on account of the following, in such order as Lender may determine: (i) to the payment of the operating expenses of the Property, including cost of management and leasing thereof; (ii) to payment of Taxes a now due or which may hereafter become due on the Property and (iii) to the payment of any Indebtedness, including any deficiency which may result from any foreclosure sale.

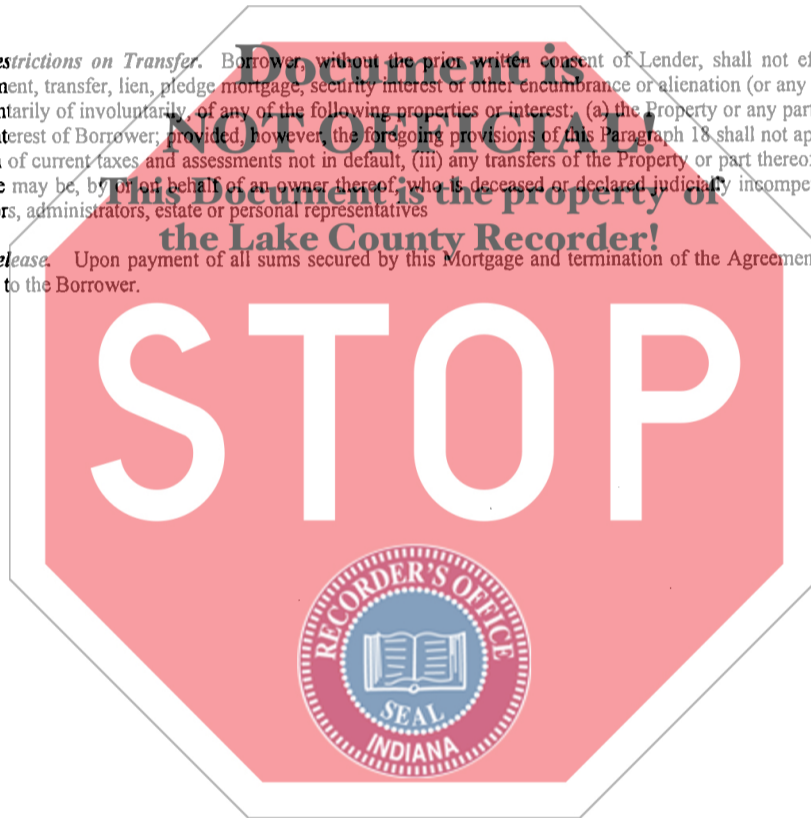
(C) Events of Defaults: The term Event of Default shall mean any one or more of the following: (a) Borrower fails to make any payment when due (including any cure periods) hereunder; (b) Borrower fails to comply with the terms of the Note, the Mortgage or any of the other Loan Documents and said default shall continue for a period of fifteen (15) days after written notice to Borrower; or (c) any action Borrower takes or fails to take that adversely affects Lender's security or any of Lender's rights in such security; including but not limited to (i) Borrower's failure to maintain property insurance on the Property; (ii) if the title to the Property should be transferred through eminent domain, foreclosure or otherwise; (iii) if Borrower should commit waste or should abuse or fail to properly maintain the Property; (iv) if Borrower should fail to pay Taxes on the Property or takes any other action or fails to take any action that results in the filing or existence of a lien senior to Lender's lien or security interest; (v) if Borrower permits any other lien holder to gain priority over the security interest of this Mortgage except for any prior mortgages that are outstanding when Lender records this Mortgage to secure this Note; or (vi) if Borrower fails to make any payment or perform all of Borrower's obligations under any instrument secured by a Mortgage which has priority over the lien created by this Mortgage.

Upon an Event of Default, Lender may, but need not, make any payment or perform any act herein required of Borrower in any form and manner deemed expedient by Lender, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting the Property or consent to any tax or assessment or cure any default of Borrower in any lease of the Property. All monies paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including reasonable attorneys' fees, and any other monies advanced by Lender in regard to any Tax referred to in Paragraph 3 above or to protect the Property or the lien hereof shall be so much additional Indebtedness, and shall become immediately due and payable by Borrower to Lender, upon demand and with interest thereon accruing from the date of such demand until paid at the Default Rate (as that term is defined in the note) then in effect. Upon an Event of Default, the Lender, at its option, provided said default shall continue for a period of fifteen (15) days after written notice to Borrower, may declare all amounts Borrower owes to the Lender under the Note or this Mortgage to be immediately due and payable. Upon Default, Borrower will be required to pay the Lender's attorneys' fees and court costs incurred by Lender in connection with (a) sustaining the lien of this Mortgage or its priority, (b) protecting or enforcing any of Lender's rights hereunder, (c) recovering any Indebtedness, (d) any litigation or proceedings affecting the Note, this Mortgage or the Property, including without limitation bankruptcy and probate proceedings, or (e) preparing for the commencement, defense or participation in any threatened litigation or proceedings affecting the Note, this Mortgage or the Property.

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18. **Restrictions on Transfer.** Borrower, without the prior written consent of Lender, shall not effect, suffer or permit any conveyance, sale, assignment, transfer, lien, pledge mortgage, security interest or other encumbrance or alienation (or any agreement to do any of the foregoing), whether voluntarily or involuntarily, of any of the following properties or interest: (a) the Property or any part thereof or interest therein, or (b) any membership interest of Borrower; provided, however, the foregoing provisions of this Paragraph 18 shall not apply to (i) liens securing the Indebtedness, (ii) the lien of current taxes and assessments not in default, (iii) any transfers of the Property or part thereof or membership interest in the Borrower, as the case may be, by or on behalf of an owner thereof, who is deceased or declared judicially incompetent, to such owner's heirs, legates, devisees, executors, administrators, estate or personal representatives

19. **Release.** Upon payment of all sums secured by this Mortgage and termination of the Agreement, Lender shall release this Mortgage without charge to the Borrower.



IN WITNESS WHEREOF, Borrower has executed this Mortgage

DDS Real Estate, LLC, an Indiana limited liability company

By: *Daniel Sarkiss*  
Print Name: Daniel Sarkiss  
Its: Sole Member

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I affirm, under penalties of perjury that I have taken reasonable care to redact each social security number in this document unless required by law.

State of Indiana )  
County of Lake )

ss.

*Colette G. Wilson*

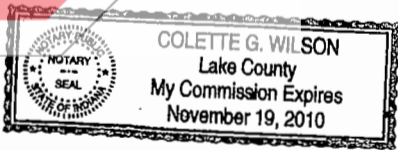
I, the undersigned, a Notary Public in and for said county and state, do hereby certify that Daniel Sarkiss, the sole member of DDS Real Estate, LLC, an Indiana limited liability company, personally appeared before me and is known or proved to me to be the person(s) who, being informed of the contents of the foregoing instrument, have executed same, and acknowledged said instrument to be his own free and voluntary act and deed and as the free and voluntary act of said company and that he executed said instrument for the purposes and uses therein set forth.

Witness my hand and official seal this 27<sup>th</sup> day of September, 2006.



*Colette G. Wilson*  
Notary Public

This Instrument was prepared by:  
Earl J. Stone  
Sulzer & Shopiro, Ltd.  
10 S. LaSalle Street, Suite 3505  
Chicago, Illinois 60603



THE EAST 165 FEET OF THAT PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 36 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN LYING NORTH OF THE CENTER LINE OF THE PUBLIC HIGHWAY KNOWN AS BLACK OAK ROAD, EXCEPT THE NORTH 300 FEET THEREOF, ALL IN THE CITY OF HAMMOND, LAKE COUNTY, INDIANA, EXCEPT A PARCEL OF LAND LYING IN THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 36 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF THE WEST RIGHT-OF-WAY LINE OF GRAND AVENUE, WHICH POINT IS 30 FEET WEST OF AND PERPENDICULAR TO THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 15 (CENTERLINE OF GRAND AVENUE) AND 20.0 FEET NORTHEASTERLY BY PERPENDICULAR MEASUREMENT FROM THE CENTERLINE OF ORCHARD DRIVE, THENCE NORTHWESTERLY, ON A LINE PARALLEL TO AND 20.0 FEET NORTHEASTERLY OF THE CENTERLINE OF ORCHARD DRIVE, A DISTANCE OF 168.25 FEET TO A POINT ON A LINE WHICH IS 165 FEET EAST OF AND PARALLEL TO THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 15; THENCE NORTH ON THE AFORESAID PARALLEL LINE, A DISTANCE OF 124.6 FEET TO A POINT 30.0 FEET NORTHEASTERLY FROM THE CENTERLINE OF ORCHARD DRIVE; THENCE SOUTHEASTERLY ON A LINE 30 FEET NORTHEASTERLY AND PARALLEL TO THE CENTERLINE OF ORCHARD DRIVE, A DISTANCE OF 155.38 FEET THENCE EAST A DISTANCE OF 10.37 FEET TO A POINT WHICH IS 36.19 FEET NORTHEASTERLY OF THE CENTERLINE OF ORCHARD DRIVE AND 30.0 FEET WESTERLY OF THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 15; THENCE SOUTH ON A LINE 30 FEET WEST OF AND PARALLEL TO THE AFORESAID EAST LINE, A DISTANCE OF 20.18 FEET TO THE POINT OF BEGINNING, ALL IN THE CITY OF HAMMOND, LAKE COUNTY, INDIANA.

