

STATE OF INDIANA
LAKE COUNTY
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2017 083392

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MICHAEL B. BROWN
RECORDER

RECEIVER'S DEED OF REAL ESTATE

This indenture made the 22nd day of November, 2017, between Anton Asset Management, Receiver for the Real Estate owned by Gazda Properties, LLC, appointed by the Lake Superior Court in the action captioned *First Merchants Bank, an Indiana bank, v. Gazda Properties, LLC, et al.*, Cause No. 45D02-1605-MG-00091 ("Grantor") and Walter Holicz and Beata Holicz, as Husband and Wife ("Grantee")



WITNESSETH:

Grantor, by virtue of the power and authority given in and by orders of the Lake Superior Court No. 2, dated July 18, 2016, and January 4, 2017, copies of which are attached hereto as Exhibits "A" and "B," and in consideration of the sum of Ten Dollars \$10.00, lawful money of the United States paid by the Grantee, and other good and valuation consideration, does hereby grant, convey and release unto the Grantee, and it assigns forever, the following described Real Estate in Lake County, Indiana:

Lot 21 in Ridgeland Addition to the Town of Highland, as per plat thereof, recorded in Plat Book 38, page 19, in the Office of the Recorder of Lake County, Indiana

commonly known as 2620 40th Place, Highland, Indiana 46322 ("Real Estate"), together with the appurtenances attached thereto at the time of the filing of the Petition for Receiver under Indiana law, and also the estate therein which the Grantor had or has the power to convey or dispose of, as Receiver for the Real Estate as owned by Gazda Properties, LLC. The Receiver sells said Real Estate "AS IS".

DULY ENTERED FOR TAXATION SUBJECT
FINAL ACCEPTANCE FOR TRANSFER

DEC 7 2017

43474

JOHN E. PETALAS
LAKE COUNTY AUDITOR

825100 E
#1077008509
JAS

This conveyance is subject to:

1. The lien of non-delinquent real estate taxes, general and special assessments and all other governmental, municipal and public dues, charges and impositions;
2. All easements, covenants, agreements, rights of way, legal ditches and drains, and restrictions of record;
3. All applicable zoning, building, land use and other governmental restrictions, laws, ordinances, rules and regulations; and
4. All matters that would be disclosed by an ALTA/ACSM Survey of the Real Estate.

Subject to such matters, Grantor, as its sole warranty, warrants to Grantee and Grantee's successors and assigns that the Real Estate is free of any encumbrance made or suffered by Grantor except as set forth above.

To have and to hold the premises herein granted unto the Grantee, and its assigns forever.

IN WITNESS THEREOF, the Grantor has hereunto set his hand and seal the day and year first written above.



ANTON ASSET MANAGEMENT

Heather Dessauer
Heather Dessauer, Anton Asset Management as
Court-Appointed Receiver for Gazda Properties,
LLC

STATE OF INDIANA)
) SS:
COUNTY OF Lake)



Before me, a Notary Public in and for said County and State, personally appeared Heather Dessauer of Anton Asset Management, as Court-Appointed Receiver for Gazda Properties, LLC, who acknowledged the execution of the foregoing Receiver's Deed of Real Estate, and who, having been duly sworn, stated that any representations in such capacity therein contained are true.

Witness my hand and Notarial Seal this ~~22~~ day of ~~November~~, 2017.

My Commission Expires: **This Document is the property of Jennifer Samuelson**, Notary Public

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the Lake County Recorder!

December 27, 2024

Printed: Jennifer Samuelson
County of Residence: Lake

This instrument was prepared by Mark R. Galliher, attorney at law with the firm Alerding Castor Hewitt, LLP, 47 S. Pennsylvania St., Suite 700, Indianapolis, Indiana 46204.

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, /s/ Mark R. Galliher

Grantees Address and Mail Taxes to: 2721 40th Street, Highland, IN 46322



EXHIBIT A

STATE OF INDIANA)
) SS: IN THE LAKE SUPERIOR COURT
) CIVIL COURT NO. 2
COUNTY OF LAKE) CAUSE NO. 45D02-1605-MF-00091

FIRST MERCHANTS BANK, an Indiana Bank,)
)
Plaintiff,)
)
vs.)
)
GAZDA PROPERTIES, LLC, ROBERT PILJA,)
YOUNG PLUMBING CORPORATION, and)
THE TOWN OF CEDAR LAKE,)
)
Defendants.)

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ORDER APPOINTING RECEIVER FOR NON-RESIDENTIAL PROPERTY

This action came before the Court on July 4, 2016, for hearing upon the Verified Motion to Appoint Receiver for Mortgaged Rental Real Estate filed by Plaintiff First Merchants Bank ("First Merchants" or "Plaintiff"). At the hearing, the Plaintiff appeared by counsel, Mark R. Galliher. The Defendants, having been duly served with notice, did not object to the Plaintiff's Motion or appear at the hearing to contest such motion. And the Court, having considered the showing made by First Merchants in its Verified Motion and otherwise being duly advised, accordingly now finds and orders as follows.

1. The Plaintiff's Complaint and Verified Motion establish that Defendants Gazda Properties LLC ("Gazda") and Robert Pilja have defaulted on their loan obligations to First Merchants, which are secured by mortgages attaching to the following rental properties owned by Gazda, more fully described in the Mortgages attached to Plaintiff's Complaint:

- a. A multi-family rental property located at 14120 Morse Street, in Cedar Lake Indiana;
- b. A multi-family rental property located at 1817 E. Elm Griffith, Indiana, including

s/ CALVIN HAWKINS, Judge

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the "Honeysuckle Park Mobile Home Park";

- c. A multi-family rental property located at 2616 40th Place, Highland, Indiana; and
- d. A multi-family rental property located at 2620 40th Place, Highland, Indiana.

2. None of the Real Estate is occupied by the owner as the owner's principal residence.

3. Plaintiff has provided the Court with evidence, via its Verified Motion, that Gazda and Robert Pilja are delinquent in paying real estate taxes and insurance as to the Real Estate, and have failed to apply the rental income from the Real Estate to remain current in the loan payments due to First Merchants.

4. The Mortgages executed by Gazda, attached as Exhibits G, I, K, and M to First Merchants' Complaint in this action, include the following agreement by Gazda as the owner of the Real Estate:

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Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount.

5. It appears that of the Real Estate is being leased, or is intended to be leased.

6. Pursuant to Ind. Code 32-30-5-1(4), in a mortgage foreclosure action such as this, involving real estate not occupied by the owner, the Court shall appoint a receiver if . . . (C) . . . the owner of the property has agreed in the mortgage . . . to the appointment of a receiver; . . . or (F) all or any portion of the property is being, or is intended to be, leased for any purpose."

7. The company proposed by the Plaintiff to serve as a receiver, Anton Asset Management, is qualified and well-suited to manage the mortgaged Real Estate as receiver during the pendency of this action.

s/ CALVIN HAWKINS, Judge

It is therefore **ORDERED** as follows:

A. Plaintiff's motion for an order appointing a receiver for the Real Estate is granted, and Anton Asset Management (hereafter the "Receiver") is hereby appointed receiver for the Real Estate, effective upon the Court's approval of the receiver's bond as set forth below.

B. The Receiver is empowered with all the duties, responsibilities and powers enumerated in Ind. Code 32-30-5-1 *et seq.*

C. The Receiver is authorized to collect all rents relating to the Real Estate.

D. The tenants of the Real Estate are hereby directed that, from the effective date of this order and until further notice they shall make all rent payments to the receiver, rather than to Gazda Properties LLC, Robert Pilja, or their members or agents. The Receiver is authorized and directed to serve all tenants of the Real Estate with a copy of this Order.

E. Within five (5) business days after the receiver's bond is approved, Defendants Gazda Properties LLC and Robert Pilja shall turn over the following documents and other things to the Receiver:

1. Income collected for the Real Estate after the effective date of this order;
2. Copies of all leases or sale contracts as to the Real Estate;
3. All keys for the Real Estate;
4. A list of all tenants and their payment history for the last two years.
5. All other contracts, documents, and agreements relating to accounts receivable and payable, operation, management, sale, leasing and/or control of the Real Estate;
6. All documents such as insurance policies, real estate tax bills, notices and/or bills which concern the Real Estate in any way;
7. Documents relating to the Real Estate's condition, operation and maintenance or relating to any persons employed to maintain, secure or repair the Real Estate; and
8. A list by case name and number of any current litigation or regulatory proceedings which involve the Real Estate including, but not limited to: (I) abatement of taxes

s/ CALVIN HAWKINS, Judge

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or reduction of assessments, (2) mechanics lien claims, (3) building code or health code violations or zoning enforcement action; and (4) any other litigation or legal or related proceedings.

F. Defendants Gazda Properties LLC and Robert Pilja shall promptly and fully cooperate with Receiver in connection with the Receiver's performance of its duties and are prohibited from interfering with the powers or duties of Receiver. Defendants are further prohibited from directing anyone to interfere, in any way, with the Receiver in the execution of this order.

G. The Receiver shall file an initial written report with the court within sixty (60) days of its appointment, and shall file a monthly report each month thereafter within 15 days after the end of each month. Each report shall be prepared with a case caption, personally signed by the receiver, and filed with the clerk of the court. The receiver or the plaintiff's attorney must mail copies of the report to all parties in the case (including those who have not formally appeared) who are not in default. Each report shall include, at a minimum: a description of the Real Estate, contact information for the receiver, a list of tenants with the amount of their rent, a summary of any litigation involving the Real Estate of which the receiver is aware, a report on any failure of the mortgagor or any tenant to cooperate with the requirements of the receiver order, verification that the Real Estate is adequately insured, a detailed statement for the Receiver's fees, a check register showing income received and expenses incurred since the previous report and the current balance on hand, and background information on any matter for which the receiver is requesting special court approval.

H. Upon application by the Receiver for approval of its reports, parties not in default shall have thirty (30) days to file any objections they may have. If no objections are filed, the

report may be approved without further notice or hearing. If an objection is filed, the Court will set a hearing on that objection.

I. The Receiver's compensation shall be as set forth in the attached schedule, and may be paid from the rents collected by the Receiver.

J. The Receiver shall pay, from rents received from the Real Estate, any necessary property, casualty or liability insurance and all real estate tax, sewer charges, and other similar charges which first become due and payable on or after the filing of this action. The Receiver may pay, from funds not otherwise needed for the management of the Real Estate, real estate tax, sewer charges, and other similar charges which first become due and payable before the filing of this action.

K. With the consent of the Plaintiff, the Receiver may authorize necessary repairs or improvements to the Real Estate not to exceed the cost of \$1,000.00. If not otherwise provided, the receiver has the power to procure and maintain appropriate utility services for the Real Estate and to procure or maintain appropriate insurance coverage for the Real Estate.

L. The Receiver shall post a bond in the amount of \$20,000.00.

M. Plaintiff shall immediately forward a copy of this order to the Defendants and to any attorney who has filed an appearance on their behalf and file proof of service thereof with the Court.

All of which is ORDERED by the Court this _____ day of _____, 2016.

Hon. Calvin D. Hawkins, Judge
Lake Superior Court, Civil Division, Room Two
East Chicago, Indiana

Distribution:

To all parties and counsel of record



Attn.: David Hunt
First Merchants Bank
10333 North Meridian Bank
Hammond, Indiana 46321

May 3, 2016

Re.: Receivership Opportunities (NW Indiana)

Thank you for the opportunity to discuss Anton Asset Management's capabilities with Property Management. We have been providing property management services for the past 15 years. We have managed properties for several banks throughout the country to help with REO's and/or receivership situations.

We have vast experience in Multi-Family, Office, and Industrial. We also specialize in the individual asset management including single family and multi-units under four. Our firm is also capable of brokerage services in Indiana and Illinois.

Our services are comprehensive, and can be customized for the specific situation. Different properties require unique solutions during workout, receiverships, and general on-going management. Our firm's talents and strategies include:

- Asset and Business Management
- Consulting Services, including Environmental Concerns
- Accounting/Legal Services
- Forensic Analysis
- Property Management
- Collections/Receiverships
- Construction Management Services
- Maintenance

As a Receivership and Asset Management Services Company we:

- Take possession of property and assets pursuant to an order of the Courts or by Rule of Mortgage
- Sell or manage assets in order to optimize proceeds prior to a commercial foreclosure
- Manage the properties accounts payable and accounts receivable and pay creditors
- Manage and control the property by leasing and collection of rent
- Provide financial statements of properties upon demand

P.O. Box 35 Cedar Lake, IN 46303

Chicago IL · Northwest IN · Indianapolis IN · Charlotte NC · South Florida

s/ CALVIN HAWKINS, Judge

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We have reviewed the opportunity and are proposing the following price structure:

Property Management Fees:	
Occupied Units	10% of all rents/income collected
Vacant Units	\$50 /Month for each vacant unit
Maintenance	\$40/ Hour Portal to Portal
Supplies	10% Surcharge on all Supplies Purchased
Landscaping	\$40/Hour Portal to Portal
Administration Fee	\$40/Hour (Does not include legal/filing fees)

I am including an insurance binder. If there is a receivership bond requirement by court order, we can have that arranged as well through our insurance carrier. Feel free to check out our website at www.antonassetmgmt.com for additional information. Please don't hesitate to request any additional information you may need.

We look forward to working with you!

Regards,

Heather Dessauer

Heather Dessauer

Asset Manager/Principal



P.O. Box 35 Cedar Lake, IN 46303

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s/ CALVIN HAWKINS, Judge

Lake County Superior Court - Civil Division - Room 2

EXHIBIT B

STATE OF INDIANA)
) SS: IN THE LAKE SUPERIOR COURT
COUNTY OF LAKE) CIVIL COURT NO. 2
 CAUSE NO. 45D02-1605-MF-00091

FIRST MERCHANTS BANK, an Indiana Bank,)
)
 Plaintiff,)
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 vs.)
)
 GAZDA PROPERTIES, LLC, ROBERT PILJA,)
 YOUNG PLUMBING CORPORATION, and)
 THE TOWN OF CEDAR LAKE,)
)
 Defendants.)

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AGREED SUMMARY JUDGMENT OF FORECLOSURE

This matter comes before the Court on the Motion for Summary Judgment filed by Plaintiff, First Merchants Bank ("Plaintiff") and the Court, having considered the Motion, now finds that there are no genuine issues of material fact and that the Plaintiff's Motion should be GRANTED.

It is therefore ORDERED, ADJUDGED, and DECREED that Judgment is hereby entered against Defendants, Gazda Properties, LLC and Robert Pilja, jointly and severally, for principal and interest accrued as of June 23, 2016, in the total amount of Five Hundred Two Thousand Fifty Eight Dollars and Seventy-Nine Cents (\$502,058.79), plus interest accruing after June 23, 2016 through the date of judgment at the rate of \$71.4294 per diem, plus attorneys' fees and expenses in the amount of Sixteen Thousand and No Dollars (\$16,000.00), plus any amounts advanced by Plaintiff after June 23, 2016 to preserve the property or pay taxes, plus compensation or reimbursement awarded to the Receiver in this matter, plus the costs of this action; and it is further

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Lake County Superior Court - Civil Division - Room 2

ORDERED, ADJUDGED, and DECREED that Plaintiff has valid first priority mortgage lien in the real property described in the Complaint (the "Real Property"), which liens are hereby foreclosed, such real estate being specifically described as follows:

Tract I (14120 Morse St. Cedar Lake Indiana)

The East 66 feet of Lots 1, 2 and 3, Wilson's Cedar Lake Subdivision in the Town of Cedar Lake, as shown in Plat Book 14, page 24, in the office of the Recorder of Lake County, Indiana (lien is limited to maximum principal amount of \$179,043.02, plus interest, other charges and attorney's fees)

Tract II (1817 E. Elm Griffith, Indiana a/k/a Honeysuckle Park Mobile Home Park)

Part of the West Half of the Northeast Quarter of the Southeast Quarter of Section 36, in Township 36 North, Range 9 West of the Second Principal Meridian, more particularly described as follows:

Commencing at a point on the north line thereof 110.6 feet East of the northwest corner thereof, thence East 253.4 feet, thence South 296.92 feet to the north line of the Joliet and Northern Indiana Railway, thence Southwesterly along the North line of said right-of-way 269.6 feet to a point immediately South of the place of beginning, thence North 390.68 feet to the Place of Beginning, in Lake County, Indiana (lien is limited to maximum principal amount of \$320,000, plus interest, other charges and attorney's fees)

Tract III (2616 40th Place, Highland, Indiana)

Lot 20 in Ridgeland Addition to the Town of Highland, as per plat thereof, recorded in Plat Book 38, page 19, in the Office of the Recorder of Lake County, Indiana (lien is limited to maximum principal amount of \$344,000, plus interest, other charges and attorney's fees)

Tract IV (2620 40th Place, Highland, Indiana)

Lot 21 in Ridgeland Addition to the Town of Highland, as per plat thereof, recorded in Plat Book 38, page 19, in the Office of the Recorder of Lake County, Indiana (lien is limited to maximum principal amount of \$344,000, plus interest, other charges and attorney's fees);

and it is further

ORDERED, ADJUDGED, and DECREED that, subject to the provisions of the following paragraph, the equity of redemption of all Defendants named herein be forever cut off, barred and foreclosed, and that the Real Property, in separate parcels, be sold in accordance with law; and it is further

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ORDERED, ADJUDGED, and DECREED that, by agreement between the Plaintiff and Defendants Gazda Properties, LLC and Robert Pilja, Plaintiff will not praecipe for a Sheriff's Sale in this matter until March 6, 2017, if and only if such Defendants meet the following conditions:

- a. By January 9, 2017, the borrowers will enter into a listing agreement with a reputable professional broker to sell all four mortgaged properties, and supply to Plaintiff's counsel, by email, a fully-signed copy of such listing agreements;
- b. By January 9, 2017, he borrowers will supply a copy of the inspection report for the Morse Street property;
- c. Gazda Properties, LLC and Robert Pilja consent that, upon any failure to meet these conditions, or after March 6, 2017, if the Plaintiff so directs, the Court-appointed Receiver in this matter shall be empowered to market and sell the Real Estate, via an agent employed by the receiver, and as to such a sale, Gazda Properties, LLC and Robert Pilja waive the right of further redemption or to insist on a sale by the Sheriff;
- d. Notwithstanding any of the foregoing provisions, at any time prior to a sale of the Real Estate by the Sheriff or the Receiver, Gazda Properties, LLC and Robert Pilja shall have the right to tender payment in full of all amounts owed to the Plaintiff and the Receiver, and obtain a release of this judgment and order of sale; and it is further

ORDERED, ADJUDGED, and DECREED that:

- A. Subject to the agreed provisions above, the Sheriff of Lake County shall sell the Real Property to satisfy the sums due and owing to Plaintiff pursuant to this judgment as soon as said sale can be had under the laws of this jurisdiction governing foreclosure sales of mortgaged property, with the condition that the Sheriff shall not proceed with such sale unless, on or before the day of sale, the Plaintiff shall have paid to the Town of Cedar Lake the full amount of the Town's Certified Sewer Liens and Special Assessments in the amounts set forth in subparagraph F.2, below;
- B. The Sheriff of such County or his or her representative shall accept notice of cancellation from Plaintiff prior to the time of the scheduled sale(s) without further order of the Court;
- C. The Sheriff of such County shall issue a proper deed or deeds to the purchaser(s) at said sale(s);
- D. The Court authorizes Plaintiff to bid for the Real Property, in separate parcels or any part thereof, with the indebtedness due it pursuant to this

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		s/ CALVIN HAWKINS, Judge
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judgment up to the maximum liens amounts set forth above, said indebtedness to be credited to the bid of Plaintiff;

E. The Court declares the sale(s) to be conducted without relief from valuation and appraisal laws;

F. The Proceeds generated from the sale(s) be distributed pursuant to IC § 32-30-10-14:

1. first, to the costs of the Sheriff's Sale(s);
2. second, to the Town of Cedar Lake to in payment of the following:
 - a. Recording of Lien by the Town of Cedar Lake against Gazda Properties LLC for 2015 Drainage and Wastewater plus penalties in the amount of \$1,275.14 recorded December 1, 2015 as Instrument No. 2015 080196
 - b. Recording of Lien by the Town of Cedar Lake for drainage/wastewater, penalty and fees in the amount of \$520.00 dated 2016 and recorded June 2, 2016 as Instrument No. 2016 033749
 - c. Recording of Lien by the Town of Cedar Lake for drainage/wastewater, penalty and fees in the amount of \$1,064.15 dated 2016 and recorded June 2, 2016 as Instrument No. 2016 0033750
3. third, to Plaintiff to satisfy the sums due and owing pursuant to this judgment
4. Finally, if any proceeds remain, to the Clerk of this Court for the benefit of the parties and subject to further order of this Court;

G. In the event the proceeds generated from the sale are insufficient to fully satisfy Plaintiff's judgment, Plaintiff shall have a continuing money judgment against Defendants Gazda Properties, LLC and Robert Pilja jointly and severally, in the sum of the deficiency; and

H. Upon execution by the Sheriff of a Deed of Conveyance to the Real Property sold hereunder, if not previously redeemed by the person(s) thereto, any person who may be in possession of the Real Property, or any part thereof, shall forthwith surrender the Real Property to the holder of such deed, and in the event such person so in possession of the Real Property shall refuse to fully and peacefully surrender possession of the Real Property, the Sheriff of such County shall forthwith vacate the Real Property and give full and peaceful possession thereof to the purchaser under said Sheriff's Sale(s).



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	Lake County Superior Court - Civil Division - Room 2

[Signature]
APPROVED and AGREED:
1-3-17
Mark R. Galliher (Date)
ALDRING CASTOR HSWITT LLP
47 S. Pennsylvania St., Suite 700
Indianapolis, IN 46204
Counsel for First Merchants Bank

[Signature]
Kimberly A. Mouratides (Date)
Manning and Gonzalez, P.C.
200 Menticello Dr.
Dyer, IN 46311
Counsel for Gazda Properties, LLC and
Robert Pilja

[Signature]
David M. Austgen (Date)
Daniel F. Ford
Austgen Kuiper Jasaitis P.C.
130 N. Main St.
Crown Point IN 46307
Counsel for Town of Cedar Lake

SO ORDERED this date: 1-4-17

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Hon. Calvin D. Hawkins, Judge
Lake Superior Court, Civil Division, Room Two
East Chicago, Indiana

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Distribution:

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Dyer, IN 46311

David M. Austgen
Daniel F. Ford
130 N. Main St.
Crown Point IN 46307

Young Plumbing Corporation
5361 U.S. Highway 6, Suite C
Portage, IN 46368



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OFFICE OF THE LAKE COUNTY RECORDER

LAKE COUNTY GOVERNMENT CENTER
2293 NORTH MAIN STREET
CROWN POINT, INDIANA 46307

MICHAEL B. BROWN
Recorder



PHONE (219) 755-3730
FAX (219) 755-3257

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CUSTOMER INITIALS: DATE: / /

EMPLOYEE INITIALS: JAB DATE: 12 / 06 / 2017