STATE OF INDIANA LAKE COUNTY FILED FOR RECORD



2009 020845

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MICHAEL A. BROWN RECORDER

### **SECOND MORTGAGE**

This indenture witnesseth that Zigot, LLC (hereinafter "Mortgagor") of Lake County, Indiana, mortgage and warrant to Parallax Management Corporation (hereinafter "Mortgagee") of Lake County, Indiana, to secure the payment of the principal amount of Three Hundred Thousand Dollars (\$300,000.00), as described in the Note attached as Exhibit A, the following described real estate in Lake County, State of Indiana, to wit:

Legal description attached as Exhibit B

and the Mortgagor expressly agrees to pay the sum of money secured by the attached Note executed concurrently with this Mortgage, without relief from valuation or appraisement laws; and upon failure to pay said Note or any installment thereon as it becomes due, or any part thereof, at maturity, or the interest thereon, or any part thereof, when due, or the taxes or insurance as hereinafter stipulated, then said Note shall be due and collectible, and this Mortgage may be foreclosed accordingly. And it is further expressly agreed, that until said Note is paid, said Mortgagor will keep all legal taxes and charges against said premises paid as they become due, and will keep the buildings thereon insured for the benefit of the Mortgagee. Finally, Mortgagor and Mortgagee acknowledge that this mortgage is junior and subordinate to the

mortgage held by William S. Strom, John Strom and John Childress.

Dated March 19,2009

Zigot, LLC

THIS IS TO CERTIFY THAT THIS IS A TRUE AND EXACT COPY OF THE ORIGINAL INSTRUMENT.

TICOR TITLE INSURANCE 11055 BRCADWAY SUITE A CROWN POINT, INDIANA 46307

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Four Belpedio, Member  By Louis Belpedio, Member  Ry Thomas Orlando  By Thomas Orlando  By Thomas Orlando  By Thomas Orlando  By Thomas Orlando, Member
STATE OF INDIANA ) ) SS:
I, Tara Kleefisch, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Anthony Christos, Louis Belpedio and Thomas Orlando personally known to me to be the same people whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their free and voluntary act for the uses and purposes set forth.
Given under my hand and Notarial Seal this 19 day of March, 2009.  NOT OFFICIAL Ara March, 2009.  My Commission Expires: Peruary 1, 2013 the property Public My County of Residence:  My County of Residence:
My County of Residence: West County Recorder!  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.
Security Number in this document, timess required by law.
This instrument prepared by:
MICHAEL W. BACK, P.C. One Professional Center, Ste. 204 2110 North Main Street Crown Point, IN 46307

Mail to above address.

# "Exhibit A"

#### **PROMISSORY NOTE**

Zigot, LLC, Anthony Christos, Louis Belpedio, and Thomas Orlando (hereinafter collectively referred to as "Borrower") agree to be bound by this Agreement and jointly and severally promises to pay to the order of William Strom, John Strom, and John Childress (hereinafter collectively referred to as "Lender") all sums due under this Agreement, without relief from valuation and appraisement laws, according to the following terms:

#### 1. PARTIES

"Borrower" means each person signing at the end of this Note, and the person's successors and assigns.

"Lender" means William Strom, John Strom, and John Childress, and their successors and assigns.

#### 2. BORROWER'S PROMISE TO PAY

Borrower promises to pay the principal sum of Two Hundred Fifty Thousand Dollars (\$250,000.00) to the order of Lender.

#### 3. SECURITY

Borrower's promise to pay is secured by a mortgage that is dated the same date as this Note and is granted in favor of William S. Strom, John Strom, and John Childress. The mortgage and security agreement protects the superior debt of William S. Strom, John Strom, and John Childress from losses which might result if Borrower defaults under this Note.

# 4. INTEREST RATE the Lake County Recorder!

Interest shall accrue at a rate of 7.5% per annum from the date of closing until maturity, pursuant to the Amortization Schedule attached hereto and made a part of this Note.

#### 5. MANNER OF PAYMENT

A) TIME: Borrower shall make a payment of principal and interest to Lender on the first day of every month. The first payment shall be made on July 1, 2009, and the loan shall be fully paid by June 1, 2014.

- B) PLACE: Payments shall be made to Lender, attention William Strom, at P.O. Box 2378, Chesterton, IN 46304 or at such place as Lender may designate in writing by notice to Borrower.
- C) AMOUNT: This note shall be paid in consecutive and equal installments of \$5,949.00, with the exception of the first payment made, which is addressed below, pursuant to the terms in Paragraph 5(A) above and pursuant to the attached Amortization Schedule. Interest from the date of closing through June 30, 2009 shall be paid on July 1, 2009 in conjunction with the first interest and principal payment for that month in the amount of \$9,074.00.

## 6. BORROWER'S RIGHT TO PREPAY/INCENTIVE FOR PREPAYMENT

- A) RIGHT TO PREPAY: Borrower has the right to pay the debt evidenced by this Note, in whole or in part, without charge or penalty, on the first day of any month. Lender shall accept prepayment on other days provided that Borrower pays interest on the amount prepaid for the remainder of the month to the extent required by Lender and permitted by regulations of the Secretary. If Borrower makes a partial prepayment, there will be no changes in the due date or in the amount of the monthly payment unless Lender agrees in writing to those changes.
- B) DEFAULT: If Borrower defaults by failing to pay in full any payment, then Lender may require immediate payment in full of the principal balance remaining due and all accrued interest. Or, in the alternative, Lender may initiate foreclosure of this Note and the Security Instrument. Lender may choose not to exercise this option without waiving its rights in the event of any subsequent default.
- C) INCENTIVE FOR PREPAYMENT: If Borrower shall pay the principal amount owed, plus interest accrued, by July 1, 2010, Lender shall reduce the principal by Seventy-Five Thousand Dollars (\$75,000.00).

# 7. BORROWER'S FAILURE TO PAY FFICIAL!

- A) LATE CHARGE FOR OVERDUE PAYMENTS: If Lender has not received the full payment required by the Security Instrument, as described in Paragraph 5 in this Note, by the end of fifteen (15) calendar days after the payment is due, Lender may collect a late charge in the amount of five percent (5.00%) of the overdue amount of each payment.
- B) PAYMENT OF COSTS AND EXPENSES: If Lender has required immediate payment in full and/or has initiated foreclosure, as described above, Lender may require Borrower to pay costs and expenses including reasonable and customary attorneys' fees for enforcing this Note to the extent not prohibited by applicable law. Such fees and costs shall bear interest from the date of disbursement at the same rate as the principal of this Note.

#### 8. WAIVERS

Borrower and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require Lender to demand payment of amounts due. "Notice of dishonor" means the right to require Lender to give notice to other persons that amounts due have not been paid.

#### 9. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to Borrower under this Note will be given by delivering it or by mailing it by first class mail to Borrower at the property address above or at a different address if Borrower has given Lender a notice of Borrower's different address.

Any notice that must be given to Lender under this Note will be given by first class mail to Lender at the address stated in Paragraph 5(B) or at a different address if Borrower is given a notice of that different address.

#### 10. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety, or endorser of this Note is obligated to keep all of the promises made in this Note. Lender may enforce its rights under this Note against each person individually or against all signatories together. Any one person signing this Note may be required to pay all of the amounts owed under this Note.

YOU ARE NOT OBLIGATED TO PAY ANY MONEY UNLESS YOU SIGN THIS CONTRACT AND RETURN IT TO THE SELLER / LENDER.

By signing below, Borrower accepts and agrees to the terms and covenants contained in this Note.

Zigot, LLC by: Anthony Christos, Individually 4/21/63 Date of Birth: Date of Birth: Belodio POH. Louis Belpedio, Individually Louis Belpedio, Member Coyle Ave Skokie, 12 60077 SKOKie, 14 60077 Date of Birth: \_ 10/15/64 Date of Birth: 10/15/64 SSN: \_ SSN: monos dans Thomas Orlando, Individually Thomas Orlando, Member Address: Address: 97175 KING-SBURY PALOS HILLS, 57 Date of Birth: Date of Birth: SSN: \_35/-SSN: <u>35/</u>

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	29,410.25	136,648.46 85,032,88	184,545.66	Balance	Beginning	EDULE OF B	210,875.71	214,544.30	218,190.10	221,813.26	225,413.91	228,992.20	232.548.26	236 082 24	239.594.27	243 084 48	246,553.01	\$250 000 00	Balance	PAYMENTS IN FIRST 12 MONTHS	Interest in First Calendar Year Interest Over Term of Loan Sum of All Payments	nents	
	30,056.94	60,113.88 60,113.88	60,113.88	Sen 113 88		ALANCES AN	5,009.49	5,009.49	5,009.49	5,009.49	5,009.49	5,009.49	5,009.49	5.009.49	5,009.49	5,009,49	5,009.49	\$5,009.49	Payments	ONTHS	\$9,049.14 \$50,569.40 \$300,569.40	\$60,113.88 \$5.009.49	
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Doc	646.69	8,498.30 4,491.25	12,216.68	\$15 667 34		15	1,317.97	1,340.90	1,363.69	1,386.33	1,408.84	1,431.20	1,453,43	1.475.51	1,497,46	1,519.28	1,540.96	\$1,562.50	Interest		<b>≅</b> 88.6	<b>4</b> 5	7
NOT ( This Document the Lake (	250,000.00	720.589.75	113,351.54	\$65,454,34	Cumulative	I A	42,815,81 P	39,124,29	35,455.70	31,809.90	28,186.74	24,586,09	21,007.80	17,451.74	13,917.76	10,405.73	6,915.52	\$3,446.99	Principal	Cumulative	Loan Period in Years Base Year of Loan Base Month of Loan Use Canadian Mortgage Rules	Loan Principal Amount Annual Interest Rate	NPUTS
CHE DAKE	50,569.40	49,922.71	36,933.16	\$24,716.48	Cumulative		17,298.07	15,980.10	14,639.20	13,275.51	11,889.18	10,480.34	9,049.14	7,595.71	6,120.20	4,622.74	3,103.46	\$1,582.50	Interest	Cumulative	nn Igage Rules	te te	
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"Exhibit B"

No: 920086956

#### LEGAL DESCRIPTION

That part of the Southeast 1/4 of Section 4, Township 36 North, Range 7 West of the 2nd Principal Meridian, which lies South of the right of way of the Baltimore & Ohio Railroad and Southeast of the right of way of the Northern Indiana Public Service Co., and North of the right of way of U.S. Highway No. 20 and West of a line which is 970 feet West of and parallel to the East line of said Southeast 1/4 of said Section 4, in the City of Gary, Lake County, Indiana.

Property No. 45-09-04-477-001.000-004

