REAL ESTATE MORTGAGE

This Indenture Witnesseth, That COR DEVELOPMENT LLC, (the "Mortgagor"), Mortgages and Warrants to ZOE PROPERTIES SERIES LLC, (the "Mortgagee"), the following described real estate in Lake County Indiana Lot Numbered 7 as shown on the recorded plat of Parrish Park Sixth Subdivision in the city of Hammond as per plat thereof, recorded in Plat Book 47 page 58 in the Office of the recorder of Lake County, Indiana.

Commonly known as: 7442 Idaho Avenue, Hammond, Indiana 46323

(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 paymenter a certain promissory note(s) ("Note") dated this 10th day of January 2014 in the principal amount Fifty Nine Thousand Six Hundred Sixty Three and Eighty Eight cents (59,663.88) of 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 regular periodic payments and to pay all amounts the hereunder in full not later than January 10, 2015. ω

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 appraisement 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 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.

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- 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 ONE percent (1.00%) 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:

14013 Reverent Boucher Place Upper Marlboro, MD 20772

In Witness Whereof the Mortgagor has executed this mortgage this 10th day of January 2014.

COR DEVELOPMENT LLC

an Indiana limited liability company

BY:

Signature

Printed: Andrew Cordle, President

THE PERSON NAMED IN COLUMN STREET

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 10th day of January 2014 the Lake County Recorder!

My Commission Expires

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Signature of Notary Public

Printed name of Notary Public

Notary Public County and State of Residence

Property Address:

7442 Idaho Ave Hammond, IN 46323

Mortgagee Address:

14013 Reverent Boucher Place Upper Marlboro,

Minimum III

THE POLICE OF THE PROPERTY OF

MD 20772

PROMISSORY NOTE

(The "Note"): \$59,663.88 USD

Effective as of this 10th of January, 2014, Lake County, Indiana

FOR VALUE RECEIVED, COR Development LLC, ("Maker"), whose mailing address is 5315 North Clark Street #197, Chicago, IL 60640, promises to pay to ZOE Properties Series ("Holder"), whose mailing address is 14013 Reverent Boucher Place Upper Marlboro, MD 20772 at such address or at such other place or to such other party as the holder of this Note may from time to time designate, the principal sum of Fifty Nine Thousand Six Hundred Sixty Three and Eighty Eight cents (59,663.88), in lawful money of the United States, with interest and other compensation as specified herein.

THIS IS A PROFIT-PARTICIPATING NOTE AND THE SATISFACTION OF THIS NOTE WILL REQUIRE PAYMENT IN EXCESS OF THE FACE VALUE. BORROWER IS ADVISED TO READ AND UNDERSTAND ALL TERMS, PROVISIONS AND CONDITIONS.

TERMS, PROVISIONS AND CONDITIONS

1. PAYMENTS. Payments due under this Note will be payable as follows:

No payments shall be due hereunder until January 10, 2015, at which time interest only payments on this Note will become payable on the first of each month, at the interest rate of 0 PERCENT (0.00%) per annum, in the sum of ZERO DOLLARS (\$00.00) until the final installment due on or before December 2015 (the "Maturity Date") to be in a sum equal to the entire unpaid balance of principal and interest then due, plus any other sums due under this Note, the Loan Agreement, and the Mortgage, as subsequently defined.

- 2. PRE-PAYMENT PENALTY. Maker, at his option, may pre-pay the outstanding principal balance due under this Note, without penalty. Prepayment of the principal balance will terminate monthly interest payments described in Paragraph 1 but shall not affect the profit participation compensation due thereon and described herein as required for satisfaction of this Note.
- 3. COST OF COLLECTION AND DEFAULT RATE OF INTEREST. In addition, Maker will pay to the holder of this Note (a) reasonable attorneys' fees incurred by the Holder in the protection of any security for or the collection of any indebtedness documented by this Note; (b) costs of collection; and (c) during any period in which an event of default exists and/or any period of delinquency on any sum not paid when due under this Note, interest at a rate of ONE PERCENT (1.00%) per annum (the "Default Rate").
- 4. TIME OF THE ESSENCE. Maker covenants and agrees that specific time periods have been established for performance by Holder, and that time is of the essence of this Note.
- 5. APPLICATION OF PAYMENTS. Each payment under this Note will be applied first to payment of any late charge due according to its terms, then to the interest which has accrued on the unpaid balance, and the remainder to the unpaid principal balance until the principal balance and any profit participation due hereon is paid in full. Interest will be calculated on the basis of a 360-day year, which will be assumed to have 12 months of 30 days each.

- **6. SECURITY.** This Note will be entitled to the benefits of and is secured by a certain REAL ESTATE MORTGAGE with an effective date the same day as the effective date of this Note, executed and delivered by Maker to Holder.
- 7. EVENTS OF DEFAULT. The holder of this Note may declare an Acceleration upon the occurrence of any one of the following (each of which will constitute an event of default):
- (i) a failure by Maker to pay when due any interest or late charge required by this Note; (ii)
- a failure by Maker to pay when due the principal required by this Note;
- (iii) a default under or a failure to comply with any of the terms, conditions, agreements, or covenants of this Note;
- (iv) a default under or a failure to comply with any of the terms, conditions, agreements, or covenants of the Mortgage or any other security instrument which secures this Note, or any other document or agreement executed by Maker in connection with the indebtedness documented by this Note and a failure to cure such default after notice and/or within the applicable specified cure period, if any; or
- (v) the transfer of title of the security or any interest therein by any means, including change of majority ownership of title holder or any assignment of beneficial interest.
- 8. WAIVER AND CONSENT. Presentment, notice of dishonor and demand, valuation and appraisement, protest and diligence in collection and bringing suit are severally waived by Maker and each endorser or guarantor, each of whom also consents that the time for the payment of this Note, or of any installment under it, may be extended from time to time without notice by the Holder.
- 9. NO WAIVER. No waiver of any default or failure or delay to exercise any right or remedy by the holder of this Note will operate as a waiver of any other default, or of the same default in the future, or of any right or remedy with respect to the same or any other occurrence.
- 10. NOTICES. Any notices to be given hereunder shall be deemed sufficiently given when actually served on the persons to be notified or placed in an envelope and deposited in the United States mail by certified mail, postage prepaid.

If to Maker: COF

COR Development, LLC 5315 N. Clark Street #197 Chicago, IL 60640

If to Holder: ZOE Properties Series

14013 Reverent Boucher Place Upper Marlboro, MD 20772

Or to such other addresses as either Maker or Holder may from time to time specify for itself by

notice in the manner specified in this paragraph.

- 12. LEGAL TENDER. This Note is negotiable and is payable in United States dollars.
- 13. SUCCESSORS AND ASSIGNS. To the extent that assignment is prohibited by the Mortgage, the obligation of Maker will be binding upon Maker and Maker's successors, assigns, and legal representatives and will inure to the benefit of Holder and Holder's successors, assigns, and legal representatives.
- 14. GOVERNING LAW. This Note is delivered to Holder in the State of Indiana and is executed under and will be governed by and construed according to the laws of the State of Indiana.
- **15. INVALIDITY OF ANY PROVISION.** If any provision (or portion of it) of this Note or the application of it to any person or circumstance is or is determined to be invalid or unenforceable, then the remainder of this Note or the application of such provision (or portion of it) to any other person or circumstance will be valid and enforceable to the fullest extent permitted by law.
- **16. CAPTIONS.** The captions or headings in the Note have been inserted solely for the convenience of reference and in no way define, limit or describe the scope or substance of any provision of this Note.
- 17. PROFIT-PARTICIPATING NOTE. Satisfaction of this Promissory Note shall require payment of the entire outstanding principal balance PLUS FIFTY PERCENT (50%) of the net profit (as defined below) of the purchase and subsequent sale of the underlying secured real estate. Maker shall receive a credit of interest paid to date under the Note, however such credit shall not exceed the 50% of profit due Holder.

Net Profit shall be defined as sales price, net of concessions given to buyer, commissions and selling costs, plus any rents or other income generated by the secured property, less all actual and documented and costs to acquire, improve, and hold the property through the date of sale.

Maker shall submit to Holder, at least FIVE (5) business days prior to close of sale, a statement of revenue and expenses of the secured property for purposes of determining the total amount due under this Note. Maker shall provide copies of any contracts, invoices, receipts or other documentation reasonably requested by Holder to substantiate this statement.

This Note has been executed to be effective this 10th of January 2015.

MAKER

COR Development LLC an Indiana limited liability company

Albert Morales, Manager