MORTGAGE

This Mortgage (the "Agreement") is made and effective 11/18/2014, for the Property on 10400 and 10410 Pike St., Crown Point, Indiana in Doubletree West Subdivisio, Lot# 85 A and 85 B

Boris Makedon (the "Mortgagor"), a corporation organized and existing under the **BETWEEN:** laws of Huntington Beach, California, with its head office located at:

Boris Makedon PO Box 1372 Huntington Beach, California 92647

AND: Peter and Demitra Gina Metlov (the "Mortgagee"), individuals with their main address located at OR a corporation organized and existing under the laws of the Crown Point, INDIANA, with its head office located at:

Peter and Demitra Gina Metlov 10424 Potomac Ct. Crown Point, Indiana 46307

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RECITALS

ocument is WHEREAS, Mortgagor is justly indebted to Mortgagee in the sum of \$135,000.00 in lawful money of United States, and has agreed to pay the same, with interest thereon, according to the terms of a certain note (the "Note" is \$135,000.00 at .50% yearly for Thirty (30) years comencing September 1, 2013 given by Mortgagor to Mortgagee, bearing even date herewith. 5

the Lake County Recorder!

1. DESCRIPTION OF PROPERTY SUBJECT TO LIEN: "PREMISES"

NOW, THEREFORE, in consideration of the premises and the sum hereinabove set forth, and so secure the payment of the Secured Indebtedness as defined herein, Mortgagor has granted bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey unto Mortgagee property situated in Crown Point, INDIANA, 10410 and 10400 Pike St., Lot#85 A & B, more particularly described in Exhibit" A" attached hereto and by this reference made a part hereof;

TOGETHER with all buildings, structures and other improvements now or hereafter located on, above or below the surface of the property herein before described, or any part and parcel thereof;

TOGETHER with all and singular the tenements, easements, riparian and littoral rights, and appurtenances thereunto belonging or in anywise appertaining, whether now owned or hereafter acquired by Mortgagor, and including all rights of ingress and egress to and from adjoining property (whether such rights now exist or subsequently arise) together with the reversion or reversions, remainder and remainders, rents, issues and profits thereof; and also all the estate, right, title, interest, claim and demand whatsoever of Mortgagor of, in and to the same and of, in and to every part and parcel thereof; and,

TOGETHER with all machinery, apparatus, equipment, fittings, fixtures, whether actually or constructively attached to said property and including all trade, domestic and ornamental fixtures, and articles of personal property of every kind and nature whatsoever (hereinafter collectively called "Equipment"), now or hereafter located in, upon or under said property or any part thereof and used or usable in connection with any present or future operation of said property and now owned or

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hereafter acquired by Mortgagor; and,

TOGETHER with all the common elements appurtenant to any parcel, unit or lot which is all or part of the Premises; and,

ALL the foregoing encumbered by this Mortgage being collectively referred to herein as the "Premises"; TO HAVE AND TO HOLD the Premises hereby granted to the use, benefit and behalf of the Mortgagee, forever.

2. EQUITY OF REDEMPTION

Conditioned, however, that if Mortgagor shall promptly pay or cause to be paid to Mortgagee, at its address listed in the Note, or at such other place which may hereafter be designated by Mortgagee, its or their successors or assigns, with interest, the principal sum of \$135,000.00 with final maturity, if not sooner paid, as stated in said Note unless amended or extended according to the terms of the Note executed by Mortgagor and payable to the order of Mortgagee, then these presents shall cease and be void, otherwise these presents shall remain in full force and effect.

3. COVENANTS OF MORTGAGOR

Mortgagor covenants and agrees with Mortgagee as follows:

- a. Secured Indebtedness: This Mortgage is given as security for the Note and also as security for any and all other sums, indebtedness, obligations and liabilities of any and every kind arising, under the Note or this Mortgage, as amended or modified or supplemented from time to time, and any and all renewals, modifications or extensions of any or all of the foregoing (all of which are collectively referred to herein as the "Secured Indebtedness"), the entire Secured Indebtedness being equally secured with and having the same priority as any amounts owed at the date hereof.
- b. Performance of Note, Mortgage: Mortgagor shall perform, observe and comply with all provisions hereof and of the Note and shall promptly pay, in lawful money of United States, to Mortgagee the Secured Indebtedness with interest thereon as provided in the Note, this Mortgage and all other documents constituting the Secured Indebtedness.
- c. Extent Of Payment Other Than Principal And Interest: Mortgagor shall pay, when due and payable, (1) all taxes, assessments, general or special, and other charges levied on, or assessed, placed or made against the Premises, this instrument or the Secured Indebtedness or any interest of the Mortgagee in the Premises or the obligations secured hereby; (2) premiums on policies of fire and other hazard insurance covering the Premises, as required herein; (3) ground rents or other lease rentals; and (4) other sums related to the Premises or the indebtedness secured hereby, if any, payable by Mortgagor.
- d. Insurance: Mortgagor shall, at its sole cost and expense, keep the Premises insured against all hazards as is customary and reasonable for properties of similar type and nature located in Crown Point, INDIANA.
- e. Care of Property: Mortgagor shall maintain the Premises in good condition and repair and shall not commit or suffer any material waste to the Premises.
- f.

 Prior Mortgage: With regard to the Prior Mortgage, Mortgagor hereby agrees to:

 (i) Pay promptly, when due, all installments of principal and interest and all other sums and charges made payable by the Prior Mortgage; (ii) Promptly perform and observe all of the terms, covenants and conditions required to be performed and observed by Mortgagor under the Prior Mortgage, within the period provided in said Prior Mortgage; (iii)

Promptly notify Mortgagee of any default, or notice claiming any event of default by Mortgagor in the performance or observance of any term, covenant or condition to be performed or observed by Mortgagor under any such Prior Mortgage. (iv) Mortgagor will not request nor will it accept any voluntary future advances under the Prior Mortgage without Mortgagee's prior written consent, which consent shall not be unreasonably withheld.

4. DEFAULTS

- a. Event of Default: The occurrence of any one of the following events which shall not be cured within 60 days after written notice of the occurrence of the event, if the default is monetary, or which shall not be cured within 60 days after written notice from Mortgagee, if the default is non-monetary, shall constitute an "Event of Default": (a) Mortgagor fails to pay the Secured Indebtedness, or any part thereof, or the taxes, insurance and other charges, as herein before provided, when and as the same shall become due and payable; (b) Any material warranty of Mortgagor herein contained, or contained in the Note, proves untrue or misleading in any material respect; (c) Mortgagor materially fails to keep, observe, perform, carry out and execute the covenants, agreements, obligations and conditions set out in this Mortgage, or in the Note; (d) Foreclosure proceedings (whether judicial or otherwise) are instituted on any mortgage or any lien of any kind secured by any portion of the Premises and affecting the priority of this Mortgage.
- of Default, the Mortgagee Upon Event Of Default: Upon the occurrence of any Event of Default, the Mortgagee may immediately do any one or more of the following: (a) Declare the total Secured Indebtedness, including without limitation all payments for taxes, assessments, insurance premiums, liens, costs, expenses and attorney's fees herein specified, without notice to Mortgagor (such notice being hereby expressly waived), to be due and collectible at once, by foreclosure or otherwise; (b) Pursue any and all remedies available under the Uniform Commercial Code; it being hereby agreed that [NUMBER] days' notice as to the time, date and place of any proposed sale shall be reasonable; (c) In the event that Mortgagee elects to accelerate the maturity of the Secured Indebtedness and declares the Secured Indebtedness to be due and payable in full at once, or as may be provided for in the Note, or any other provision or term of this Mortgage, then Mortgagee shall have the right to pursue all of Mortgagee's rights and remedies for the collection of such Secured Indebtedness, whether such rights and remedies are granted by this Mortgage, any other agreement, law, equity or otherwise, to include, without limitation, the institution of foreclosure proceedings against the Premises under the terms of this Mortgage and any applicable state or federal law.

5. Prior Liens

Mortgagor shall keep the Premises free from all prior liens (except for those consented to by Mortgagee).

6. Notice, Demand and Request

Every provision for notice and demand or request shall be deemed fulfilled by written notice and demand or request delivered in accordance with the provisions of the Note relating to notice.

7. Meaning of Words

The words "Mortgagor" and "Mortgagee" whenever used herein shall include all individuals, corporations (and if a corporation, its officers, employees or agents), trusts and any and all other persons or entities, and the respective heirs, executors, administrators, legal representatives,

successors and assigns of the parties hereto, and all those holding under either of them. The pronouns used herein shall include, when appropriate, either gender and both singular and plural. The word "Note" shall also include one or more notes and the grammatical construction of sentences shall conform thereto.

8. Severability

If any provision of this Mortgage or any other Loan Document or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of the instrument in which such provision is contained, nor the application of the provision to other persons, entities or circumstances, nor any other instrument referred to hereinabove shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

9. Governing Law

The terms and provisions of this Mortgage are to be governed by the laws of the State of INDIANA. No payment of interest or in the nature of interest for any debt secured in part by this Mortgage shall exceed the maximum amount permitted by law. Any payment in excess of the maximum amount shall be applied or disbursed as provided in the Note in regard to such amounts which are paid by the Mortgagor or received by the Mortgagee.

10. Descriptive Headings

The descriptive headings used herein are for convenience of reference only, and they are not intended to have any effect whatsoever in determining the rights or obligations of the Mortgagor or Mortgagee and they shall not be used in the interpretation or construction hereof.

11. Attorney's Fees

This Document is the property of

the Lake County Recorder!

As used in this Mortgage, attorneys' fees shall include, but not be limited to, fees incurred in all matters of collection and enforcement, construction and interpretation, before, during and after suit, trial, appeals and Proceedings. Attorneys' fees shall also include hourly charges for paralegals, law clerks and other staff members operating under the supervision of an attorney.

12. Exculpation

Notwithstanding anything contained herein to the contrary, the Note which this Mortgage secures is a non-recourse Note and such Note shall be enforced against Mortgagor only to the extent of Mortgagor's interest in the Premises as described herein and to the extent of Mortgagor's interest in any personality as may be described herein.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

MORTGAGOR Boris Makedon

Boris Makadan

Authorized Signature

Soris Makedon

Print Name and Title

Peter and penitra Gina Metlov

No. Marie & Domina Hina

Authorized Signature

Peter Demitra Gine Mettor Print Name and Title

Notarg Public: Mancy L. Cole My Commission expires: June 24, 2020

Sworn to and subscribed /9 day of November 20 /4

LAKE COUNTY INDIANA TAX STATEMENT 2013 Payable 2014

SPECIAL MESSAGE TO PROPERTY OWNER

Property taxes are constitutionally capped at 1% of property values for homesteads (owneroccupied), 2% for other residential property and farmland, and 3% for all other property.

T529****AUTO**SCH 5-DIGIT 46307
Peter P & Demitra G Metlov
10410 Pike St
Crown Point, IN 46307-7647

Exhibit A"

1 of 2

	LANPAYER AND) PROPERTY IN	ORMATION	
Taxpayer Name Peter P & Demitra G Metlov	Address 10410 PIKE ST CROWN POINT, IN	<u>Date of Notice</u> 4/24/2014	<u>Parcel Number</u> 45-17-05-278-032.000-047 Real Property	<u>Taxing District</u> 047 Winfield Corp
CONTROL OF THE PARTY OF THE PAR	46307	DECEIVE FOR PA	YMENT OF BOTH INSTALLMENT	rs for your

		2013 PAY	2014 PROPERTY			
pring installment du	e on or before May 1:	2, 2014 and Fall Inst	illment due on or b	efore November 10, 20		
		I ABIT I. At	MARKS OF YO	1 ((1 / / / / / / / / / / / / / / / / /	2013	2014
SSESSED VALUE AND TA	and the second s				\$147,900	\$145,200
1a. Gross assessed v	alue of homestead pr	operty	eumen	tis	\$147,900	\$145,200
1b. Gross assessed v	alue of other resident	rial property and farm	nland		\$0	\$0
	value of all other prop		nal property	TATI		\$145,200
2. Equals total gross				JAZALI.	\$147,900 \$84,015	\$83,070
	is (see Table 5 below		ent is the	property of		\$62,130
3. Equals subtotal of			Correter D	0004404	\$63,885 2,3954	2.4947
3a. Multiplied by yo		the Lake	County N	ecorder!		
4. Equals gross tax li		below)			\$1,530.30	\$1,549.96 \$100.70
4a. Minus local prop					\$0,00	\$190.70 \$0.00
	ue to property tax car		otnotes below)		\$0.00	\$0.00 \$0.00
4c. Minus savings d	ue to 65 years & olde	т сар			\$0.00	
5. Total property tax	liability (See remit	iance coupon for to	tal amount due)		\$1,530,30	\$1,359.26
			IRITING (P			
Property tax can (1%	2%, or 3% depending				\$1,479.00	\$1,452.00
Property tax cap (1%, 2%, or 3% depending upon combination of property types) ¹ Adjustment to cap due to voter-approved projects and charges ²					\$674.36	\$599.84
Maximum tax that n			TO E D'CO	Suran su	\$2,153,36	\$2,051.84
1 1 2 1		FRIVIANDINI	eise fron Amer	VIS ABBLE VBLE	TO THE PROPERTY	RIY
TAXING AUTHORITY	TAX RATE 2013	TAX RATE 2014	TAX AMOUNT 2013	TAX AMOUNT 2014	TAX DIFFERENCE 2013-2014	PERCENT DIFFERENCE
COUNTY	0.6089	0.6060	\$388.99	\$376.51	(\$12.48)	(3.21%)
TOWNSHIP	0.0250	0.0253	\$7.\$15.97	\$15.72	(\$0.25)	(1.57%)
SCHOOL DISTRICT	1.3537	1.3873	S864.81	\$861,93	(\$2.88)	(0.33%)
CITY	0.2838	0.3593	\$181.31	\$223,23	\$41.92	23.12%
LIBRARY	0.1009	0.0934	\$64.46	\$58.03	(\$6.43)	(9.98%)
TAX INCREMENT	0.0000	0.0000	\$0.00	\$0.00	\$0.00	0.00%
SPECIAL DISTRICT	0.0231	0.0234	\$14.76	\$14.54	(\$0.22)	(1.49%)
TOTAL	2.3954	2,4947	\$1,530.30	\$1,549.96	\$19.66	1.28%
	EARL CONTRIBUTE		W C11		ALERT 2011 TO THESE	
LEVYING AUTHORITY Ittle Cal River Basin	<u>2013</u> \$45.00	<u>2014</u> \$45.00	% Change 0.00%	TYPE OF DEDUCTION Homestead Homestead Supplemental	2013 \$45,000 \$36,015	2014 \$45,000 \$35,070

EARL COURSELLAND FOR THE PROPERTY			1.7	1 All 1 S DEDICE HON CHIEF COLUMN STRUCTURE		
LEVYING AUTHORIT	Y <u>2013</u>	<u>2014</u>	% Change	TYPE OF DEDUCTION	2013	2014
Little Cal River Basin	\$45.00	\$45,00	0.00%	Homestead	\$45,000	\$45,000
				Homestead Supplemental	\$36,015	\$35,070
				Mortosoe	63 000	63 000

\$679.63

\$45.00 **S0.00**

\$/12/2014 MAKE CHECKS PAYABLE TO: LAKE COUNTY TREASURER. RETURN THIS PORTION WITH YOUR CHECK. IF RECEIPT IS REQUESTED, SEND BOTH STUBS WITH SELF ADDRESSED, STAMPED ENVELOPE.

FIRST INSTALLMENT - TAXPAYER COPY

PROPERTY NUMBER

45-17-05-278-032.000-047

Doubletree Lake Estates West Phase Two S Pt of Lot 85 LEGAL DESCRIPTION

NAME AND ADDRESS OF PROPERTY OWNER

eter P & Demitra G Metlov Crown Point, IN 46307-7647 10410 Pike St

DELINQUENT AFTER:

SUMMARY OF CHARGES

DELINQUENT CHARGES: OTHER CHARGES:

TAX DUE FOR THIS INSTALLMENT:

LESS PREPAYMENTS/CREDITS: PAY THIS AMOUNT:

\$9.00

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451,70527803200004720131.00000724634

This

MAKE CHECKS PAYABLE TO: LAKE COUNTY TREASURER, RETURN THIS PORTION WITH YOUR CHECK. IF RECEIPT IS REQUESTED, SEND BOTH STUBS WITH SELF ADDRESSED, STAMPED ENVELOPE.

DEI INOTERNT AFTER:
11/10/2014 DELINQUENT AFTER:

SECOND INSTALLMENT - FAXPAYER COPY
PROPERTY NUMBER

Doubletree Lake Estates West Phase Two S Pt of Lot 85 45-17-05-278-032.000-0478 LEGAL DESCRIPTION

NAME AND ADDRESS OF PROPERTY OWNER

Peter P & Demitra G Metlov 10410 Pike St Crown Point, IN 46307-7647

\$679.63 80.08 **S0.00** 11/10/2014 \$679.63 1) 10 12111115 TAX DUE FOR THIS INSTALLMENT: LESS PREPAYMENTS/CREDITS: DELINQUENT CHARGES: PAY THIS AMOUNT: OTHER CHARGES:

*+00045201310319749732

4517052780320000472013200000679632

LAKE COUNTY INDIANA TAX STATEMENT 2013 Payable 2014

SPECIAL MESSAGE TO PROPERTY OWNER

Property taxes are constitutionally capped at 1% of property values for homesteads (owner-occupied), 2% for other residential property and farmland, and 3% for all other property.

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Peter P & Demitra G Metlov 10410 Pike St Crown Point, IN 46307-7647 "Exhibit A"

2 of 2

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Taxpayer Name	Address	Date of Notice	Parcel Number	Taxing District
Peter P & Demitra G Metlov	10400 PIKE ST	4/24/2014	45-17-05-278-031.000-047	047
	CROWN POINT, IN		Real Property	Winfield Corp
	46307			

THIS TAX BILL IS THE ONLY NOTICE YOU WILL RECEIVE FOR PAYMENT OF BOTH INSTALLMENTS FOR YOUR 2013 PAY 2014 PROPERTY TAXES

		1 (1811) 1:51	allment due on or bef	RIVIN		
ASSESSED VALUE AND TAX	CSUMMARY				2013	2014
la. Gross assessed v		operty D	oumant	10	\$0	\$0
1b. Gross assessed v	alue of other resident	ial property and far		10	\$147,900	\$145,200
1c. Gross assessed v	alue of all other prop	erty, including perso	onal property	TATE	\$0	\$0
. Equals total gross			OFFIC	IAL:	\$147,900	\$145,200
			ent is the n	roperty	<u>\$0</u>	<u>\$0</u>
3. Equals subtotal of			iene is ene b	roperty of	\$147,900	\$145,200
3a. Multiplied by yo		the Lake	County Re	corder!	2.3954	2.4947
i. Equals gross tax li		below)			\$3,542,80	\$3,622.30
4a. Minus local prop					\$0.00	\$445.70
	ue to property tax cap	(see Table 2 and fo	ootnotes below)		\$0.00	\$0.00
4c. Minus savings di				<u> </u>	\$0.00	\$0.00
5. Total property tax	liability (See remit	tance coupon for to	tal amount due)		\$3,542.80	\$3,176.60
			PRIVING CAPIN			
D	20% on 20% demandin				\$2,958.00	\$2,904.00
Property tax cap (1%, 2%, or 3% depending upon combination of property types) ¹ Adjustment to cap due to voter-approved projects and charges ²					\$1,561.24	\$1,401.82
			A CONTRACTOR OF THE PARTY OF TH		\$4,519.24	\$4,305,82
Maximum tax that n	ay be imposed und	er can	OBETTON STORY		EVILLY SERVICE	
1 / 11/	Contract Contract	1 (1) 1 / / 111 / /	GBETTO Y YOUR		TAX DITTERENCE	PERCENT
TAXING AUTHORITY	TAX RATE 2013	TAX RATE 2014	TAX AMOUNT 2013	TAX AMOUNT 2014	2013-2014	DIFFERENCE
COUNTY	0.6089	0.6060	\$900,57	\$879.90	(\$20.67)	(2.30%)
TOWNSHIP	0.0250	0.0253	\$36.98	\$36.74	(\$0.24)	(0.65%)
SCHOOL DISTRICT	1.3537	1.3873	\$2,002.12	\$2,014,36	\$12.24	0.61%
CITY	0.2838	0.3593	\$419.74	\$521.70	\$101.96	24.29%
LIBRARY	0.1009	0.0934	\$149.23	\$135.62	(\$13.61)	(9.12%)
TAX INCREMENT	0,0000	0,0000	\$0.00	\$0.00	\$0.00	0.00%
SPECIAL DISTRICT	0.0231	0.0234	\$34.16	\$33.98	(\$0.18)	(0.53%)
TOTAL	2.3954	2.4947	\$3,542.80	\$3,622.30	\$ 79.50	2.24%
				TABLES DEDICATORS		

CARLE S. OTHER CHARGES FOR HIS PROPERTY			TABLES DEDICTIONS APPLICABLE TO THIS PROPERTY			
LEVYING AUTHORITY	2013	<u>2014</u>	% Change	TYPE OF DEDUCTION	2013	2014
Little Cal River Basin	\$4 5.00	\$45.00	0.00%			

5/12/2014 MAKE CHECKS PAYABLE TO: LAKE COUNTY TREASURER. RETURN THIS PORTION WITH YOUR CHECK. IF RECEIPT IS REQUESTED, SEND BOTH STUBS WITH SELF ADDRESSED, STAMPED ENVELOPE.

FIRST INSTALLMENT - TAXPAYER COPY

PROPERTY NUMBER

45-17-05-278-031.000-047

LEGAL DESCRIPTION

Doubletree Lake Estates West Phase Two N Pt of Lot 85

NAME AND ADDRESS OF PROPERTY OWNER

Peter P & Demitra G Metlov 10410 Pike St Crown Point, IN 46307-7647

DELINOUENT AFTER:

\$1,588.30 \$1,633.30 TAX DUE FOR THIS INSTALLMENT: LESS PREPAYMENTS/CREDITS: DELINQUENT CHARGES: OTHER CHARGES:

\$45.00 **S0.00**

PAY THIS AMOUNT:

*+00045201312858793601

4517052780310000472013100001633301

MAKE CHECKS PAYABLE TO: LAKE COUNTY TREASURER. RETURN THIS PORTION WITH YOUR CHECK. IF RECEIPT IS REQUESTED, SEND BOTH STUBS WITH SELF ADDRESSED, STAMPED ENVELOPE.

SECOND INSTALLMENT - TAXPAYER COP 45-17-05-278-031.000-047 PROPERTY NUMBER

LEGAL DESCRIPTION

NAME AND ADDRESS OF PROPERTY OWNER

Doubletree Lake Estates West Phase Two N Pt of Lot

Peter P & Demitra G Metlov 10410 Pike St Crown Point, IN 46307-7647

11/10/2014 **DELINQUENT AFTER:**

SUMMEN OF CHARGES

\$0.00 \$0.00 \$1,588.30 TAX DUE FOR THIS INSTALLMENT: LESS PREPAYMENTS/CREDITS: DELINQUENT CHARGES: PAY THIS AMOUNT: OTHER CHARGES:

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4517052780310000472013200000158**8**300



Gina Metlov

