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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2015 081844

2015 DEC -8 PM 12:35

MICHAEL B. BROWN
RECORDER

MORTGAGE AND SECURITY AGREEMENT (FINANCING STATEMENT)

This Mortgage and Security Agreement (Financing Statement) ("Instrument") is made as of November 2, 2015, by Alexandros E. Proimos ("Mortgagor") to and for the benefit of ANORTH, LLC, an Indiana limited liability company ("Owner"), whose address is 101 N. Main Street, Crown Point, IN 46307, (together with its successors and assigns, "Owner").

Mortgagor is indebted to Owner in the principal sum of Forty-Five Thousand Dollars (\$45,000.00), which indebtedness is evidenced by a Promissory Note of even date herewith (the "Note"), drawn by Mortgagor, with final payment due on or before October 31, 2024, arising from the Standard Offer, Agreement And Escrow Instructions For Purchase Of Real Estate, between Mortgagor and Owner for the Property as described below ("Purchase Agreement").

Grant to Owner. To secure to Owner:

- (a) the repayment of the indebtedness evidenced by the Note, with interest;
- (b) the payment of all other sums, with interest, advanced to protect the security of this Instrument;
- (c) the performance of the covenants and agreements of Mortgagor under this mortgage and the Purchase Agreement;

(collectively, the "Obligations"), Mortgagor mortgages, warrants, grants, conveys and assigns to Owner, its successors and assigns, the property in Lake County, Indiana, described on Exhibit A, which is attached and made a part of this Agreement, and all interests of Mortgagor in the property ("Property").

Covenants. Mortgagor hereby covenants and agrees as follows:

1. **Payment of Principal and Interest.** Mortgagor will promptly pay when due the indebtedness evidenced by the Note, and late charges provided in the Note and all other Obligations.

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Payments should be made to: Mainstream Professionals, LLC, 101 N. Main Street, Crown Point, IN 46307.

2. **Mortgagor Breach; Right of Owner.** Upon Mortgagor's breach of any covenant or agreement in this Instrument, Owner may pay or advance, in any amount and in any order as Owner may determine in Owner's sole discretion, any taxes, assessments, insurance premiums, judgment liens, tax liens, mechanic's liens and other encumbrances attributable to the Property, which will then become immediately due and owing by the Mortgagor to the Owner, and secured by this Instrument pursuant to its terms.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Owner from Mortgagor under the Note or this Instrument will be applied by Owner in the following order of priority: (i) amounts payable to Owner by Mortgagor under Paragraph 2; (ii) interest payable on the Note; (iii) principal of the Note; (iv) interest or principal payable on advances made; and (v) any other sums secured by this Instrument in such order as Owner, at Owner's option, may determine; provided, however, that Owner may, at Owner's option, apply any sums payable pursuant to Paragraph 2 prior to interest on and principal of the Note, but such application will not otherwise affect the order of priority of application specified in this Paragraph 3.

4. **Charges; Liens.** Mortgagor will pay all utility, water and sewer charges, real property taxes, personal property taxes, assessments, income and franchise taxes, premiums, and other impositions attributable to the Property. Mortgagor will promptly furnish to Owner receipts evidencing such payments. Mortgagor will promptly discharge any lien which has, or may have, priority over or equality with, the lien of this Instrument, excluding any liens of co-owners of the Property in favor of Owner. Mortgagor will pay, when due, the claims of all persons supplying labor or materials to or in connection with the Property.

5. **Hazard Insurance.** Mortgagor will provide general liability, with limits no less than One Million Dollars, and all-risk property insurance, with respect to the Property and name Owner as additional insured.

6. **Preservation and Maintenance of Property.** Mortgagor (a) will not commit waste or permit impairment or deterioration of the Property, (b) will not abandon the Property, (c) will keep the Property, including improvements, in good repair, (d) will comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property, (e) will give notice in writing to Owner of and, unless otherwise directed in writing by Owner, appear in and defend any action or proceeding purporting to affect the Property, the security to this Instrument or the rights or powers of Owner. Without the written consent of Owner, Mortgagor will not remove, demolish or alter any improvement now existing or after erected on the Property.

7. **Use of Property.** Unless required by applicable law or unless Owner has otherwise agreed in writing, Mortgagor will not allow changes in the use for which all or any part of the Property was intended at the time this Instrument was executed. Mortgagor will not initiate or acquiesce in a change in the zoning classification of the Property without Owner's prior written consent.

8. **Protection of Owner's Security.** If Mortgagor fails to perform the covenants and agreements contained in this Instrument, or if any action or proceeding is commenced which affects the Property, title or the interest of Owner, then Owner, at Owner's option, may make such appearances, disburse such sums and take such action as Owner deems necessary, in its sole discretion, to protect Owner's interest, including, but not limited to, (i) disbursement of attorney's fees, (ii) entry upon the Property to make repairs, (iii) procurement of satisfactory insurance as provided in Paragraph 5.

Any amounts disbursed by Owner pursuant to this Paragraph 8, with interest, will become additional indebtedness of Mortgagor secured by this Instrument. Such amounts will be immediately due and payable and will bear interest from the date of disbursement at the highest rate which may be collected from Mortgagor under applicable law. Nothing contained in this Agreement will require Owner to incur any expense or take any action hereunder.

9. **Inspection.** Owner may make or cause to be made reasonable entries upon and inspections of the Property.

10. **Intentionally omitted.**

11. **Condemnation.** Mortgagor will promptly notify Owner of any action or proceeding relating to any condemnation or other taking of the Property, or any part of the Property, and Mortgagor will appear and prosecute any such action or proceeding unless otherwise directed by Owner in writing. The proceeds of any award, payment or claim for damages, direct or consequential, in connection with any condemnation or other taking, of the Property, or any part of the Property, or for conveyances in lieu of condemnation, are assigned to and will be paid to Owner for application to the indebtedness.

12. **Forbearance by Owner Not a Waiver.** Any forbearance by Owner in exercising any of its right or remedy will not be a waiver of or preclude the exercise of any right or remedy. The acceptance by Owner of payment of any sum secured by this Instrument after the due date of such payment will not be a waiver of Owner's right to either require prompt payment when due of all other sums so secured or to declare a default for failure to make prompt payment. The procurement of insurance or the payment of taxes or other liens or charges by Owner will not be a waiver of Owner's right to accelerate the maturity of the indebtedness secured by this Instrument, nor will

Owner's receipt of any awards, proceeds or damages operate to cure or waive Mortgagor's default in payment of sums secured by this Instrument.

14. **Estoppel Certificate**. Mortgagor will within ten days of written request from Owner furnish Owner with a written statement, duly acknowledged, setting forth the sums secured by this Instrument and any right of set-off, counterclaim or other defense which exists against such sums and the Obligations of this Instrument.

15. **Uniform Commercial Code Security Agreement**. This Instrument is intended to be a security agreement pursuant to the Indiana Uniform Commercial Code for any of the items specified above as part of the Property which, under applicable law, may be subject to a security interest pursuant to the Uniform Commercial Code. Mortgagor agrees that Owner may file this Instrument, or a reproduction, in the real estate records or other appropriate index, as a financing statement for any of the items which are a part of the Property. Mortgagor authorizes the Owner at the expense of the Mortgagor to execute and file a financing statement or statements on its behalf. In addition, Mortgagor agrees to execute and deliver to Owner, any financing statements, as Owner may require to perfect a security interest. Mortgagor will pay all costs of filing financing statements. Upon Mortgagor's breach of any covenant or agreement of Mortgagor, Owner will have the remedies of a secured party under the Uniform Commercial Code and the laws of the State of Indiana.

16. **Remedies Cumulative**. Each remedy provided in this Instrument is distinct and cumulative to all other rights or remedies under this Instrument or afforded by law or equity, and may be exercised concurrently, independently, or successively, in any order whatsoever.

17. **Defaults**. The occurrence of any one or more of the following will constitute a "Default" under this Instrument:

- (a) The occurrence of any "Event of Default" under the Purchase Agreement;
- (b) Default on the part of Mortgagor in the performance of any matter to be performed under this Instrument;
- (c) The filing of a petition under the United States Bankruptcy Code, as such Code may from time to time be amended, or under any similar or successor Federal statute relating to Bankruptcy, insolvency, insolvency act, by or against Mortgagor;
- (d) The appointment of a trustee or receiver for Mortgagor and/or the Property;

(e) The Property (or any portion thereof) becomes subject to the jurisdiction of a United States Bankruptcy Court or similar state court; and/or

(f) Mortgagor makes an assignment for the benefit of Mortgagor's creditors, or if there is an attachment, execution or other judicial seizure of any portion of Mortgagor's assets.

Upon the occurrence of any Default, Owner may, at Owner's option, declare all of the sums secured by this Instrument to be immediately due and payable without prior notice to Mortgagor, and Owner may invoke any remedies permitted in this Instrument. Any attorney's fees and other expenses incurred by Owner in connection with Mortgagor's bankruptcy or any other event will be additional indebtedness of Mortgagor secured by this Instrument.

18. **Transfers of the Property or Beneficial Interests in Mortgagor; Assumption.** This Mortgage is not transferable or assignable. If Mortgagor sells, transfers or assigns the Property or this Mortgage, Owner may, at Owner's option, declare all of the sums secured by this Instrument to be immediately due and payable, and Owner may invoke any remedies permitted by Paragraph 24.

19. **Notice.** Except for any notice required under applicable law to be given in another manner, any notice to Mortgagor or to Owner will be made as provided in the Note.

20. **Successors and Assigns Bound; Joint and Several Liability; Agents; Captions.** The covenants and agreements of this Instrument will bind, and the rights will inure to, the respective heirs, personal representatives, successors and assigns of Owner and Mortgagor, subject to the provisions of Paragraph 18. All covenants and agreements of Mortgagor will be joint and several. In exercising any rights or taking any actions, Owner may act through its employees, agents or independent contractors as authorized by Owner. The captions and headings of the Paragraphs of this Instrument are for convenience only and are not to be used to interpret or define the provisions.

21. **Governing Law; Severability.** This Instrument will be governed by the laws of the State of Indiana. In the event that any provision of this Instrument or the Note conflicts with applicable law, such will not affect other provisions of this Instrument or the Note, which are severable.

22. **Waiver of Statute of Limitations.** Mortgagor hereby waives the right to assert any statute of limitations as a bar to the enforcement of the lien of this Instrument or to any action brought to enforce the Note or any other Obligation secured by this Instrument.

23. **Intentionally omitted.**

24. **Acceleration; Remedies.** Upon the occurrence of any Default, Owner, at Owner's option, may declare all of the sums secured by this Instrument to be immediately due and payable without further demand, and may foreclose this Instrument by judicial proceedings, and may invoke any other remedies permitted by applicable law or provided herein. Owner will be entitled to collect all costs and expenses incurred in pursuing such remedies, including, but not limited to, attorney's fees, appraisal fees, expert witness fees, costs of court reporters, travel expenses, costs of documentary evidence, abstracts and title reports.

25. **Release.** Upon payment of all sums secured by this Instrument, Owner will release this Instrument without charge to Mortgagor.

26. **Other Encumbrances.** Mortgagor will not further mortgage or encumber the Property or Mortgagor's general intangibles in any way without the express written consent of the Owner.

27. **Waiver of Valuation and Appraisal.** Mortgagor hereby waives all right of valuation and appraisal.

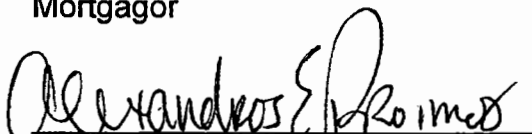
28. **Representation and Review.** Mortgagor acknowledges that Mortgagor is represented by legal counsel, and that this Agreement shall not be construed against either party.

30. **Rights under Other Loan Documents.** All rights, remedies and benefits of Owner under and with respect to this Instrument are in addition to, and not in limitation of, all rights, remedies and benefits of Owner arising under the Purchase Agreement and Note.

31. **WAIVER OF TRIAL BY JURY.** MORTGAGOR AND OWNER EACH WAIVES ANY RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY ENFORCEMENT OF THIS AGREEMENT. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS SEPARATELY GIVEN BY EACH PARTY, KNOWINGLY AND VOLUNTARILY WITH THE BENEFIT OF LEGAL COUNSEL.

IN WITNESS WHEREOF, Mortgagor has executed this Instrument, or has caused the same to be executed by its representatives thereunto duly authorized, on the date first written above.

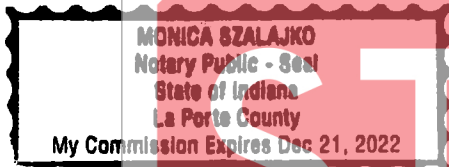
Mortgagor


Alexandros E. Proimos

STATE OF INDIANA) SS:
COUNTY OF LAKE)

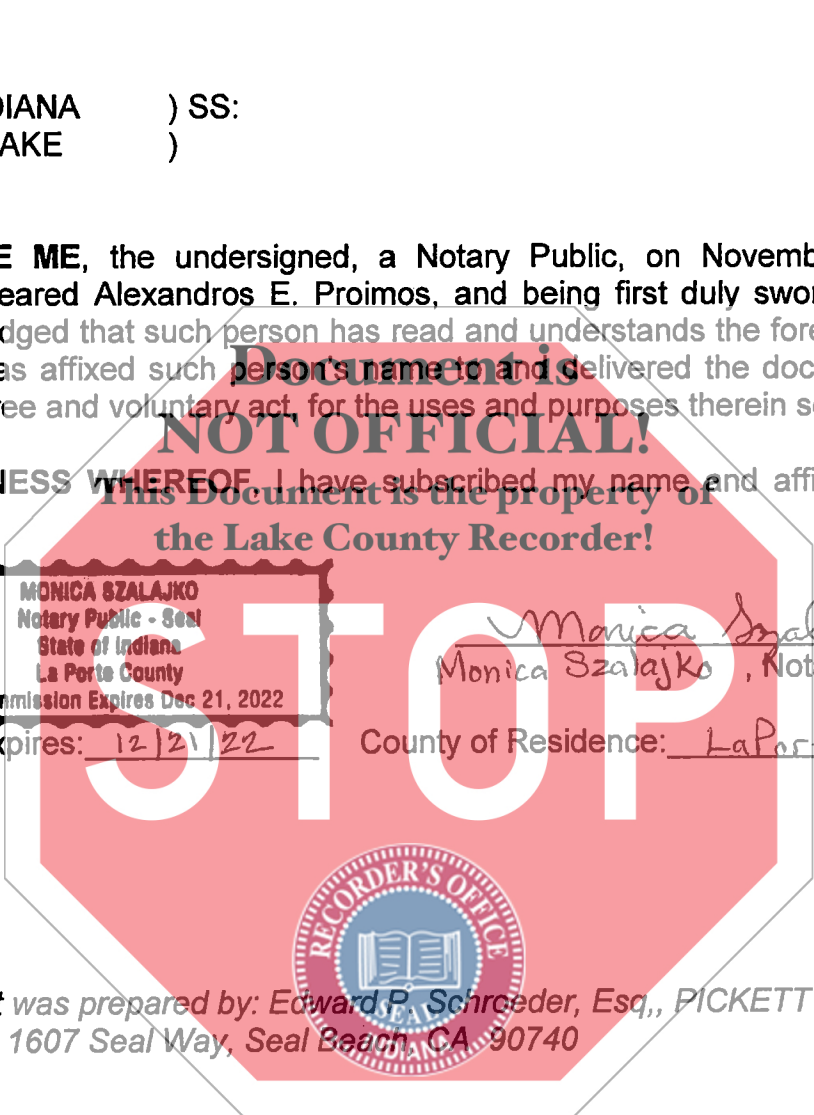
BEFORE ME, the undersigned, a Notary Public, on November 5, 2015, personally appeared Alexandros E. Proimos, and being first duly sworn by me upon oath, acknowledged that such person has read and understands the foregoing and that such person has affixed such person's name to and delivered the document as such person's own free and voluntary act, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have subscribed my name and affixed my official seal.



Monica Szalajko
Monica Szalajko, Notary Public

Commission Expires: 12/21/22 County of Residence: LaPorte



This instrument was prepared by: Edward P. Schroeder, Esq., PICKETT & SCHROEDER, 1607 Seal Way, Seal Beach, CA 90740

The preparer states as follows:

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.

EXHIBIT A

Legal Description of Property

The Condominium Units Designated as Unit Number 2624-28 Marshall Square Professional Centre, a Horizontal Property Regime, as per Declaration recorded March 5, 1990 as Document No. 087422 in the Office of the Recorder of Lake County, Indiana, together with the undivided interest in the common areas and facilities appertaining thereto.

Commonly known as 2624-28 West 81st Avenue, Merrillville, Indiana 46410

Key No. 8-15-583-1

Parcel No. 45-12-20-177-006.000-030

Subject to easements, restrictions and mortgages of record.

