

MORTGAGE AND SECURITY INTEREST

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This MORTGAGE AND SECURITY INTEREST is made and entered into on August 21, 2016 by Timothy Dinga, an individual, with an address of 2031 White Oak Drive, Highland, IN 46322 ("Mortgagor"), for the benefit of Equity Trust Company, Custodian FBO Dixie Kovach, IRA, with an address of 46519 24th Avenue, Bloomington, MI 49082 ("Mortgagee").

RECITALS

A. WHEREAS, Mortgagee has agreed to make a certain loan to Mortgagor (the "Loan" evidenced by that certain Promissory Note, dated of even date herewith, in the original principal amount of Three Hundred Thirty Thousand Seven Hundred Forty-Six and 64/100 Dollars (\$330,746.64), executed by Mortgagor to the order of Mortgagee and having a maturity date of August 21, 2026 (the "Note");

B. WHEREAS, Mortgagee has conditioned its making of the Loan upon Mortgagor granting this mortgage and security interest in certain real estate located in Lake County, Indiana, more particularly described in the attached Exhibit A (the "Real Estate"), the improvements thereon and the property used in connection therewith; and

C. WHEREAS, in order to secure its obligations to Mortgagee under the Note related to the Loan, as well as other obligations of Mortgagor to Mortgagee described herein, Mortgagor is executing and delivering this Mortgage.

GRANTING CLAUSE

For the purpose of securing the repayment of the Loan as provided under the Note and securing the fulfillment of all the terms, covenants and conditions contained hereinafter, Mortgagor conveys, mortgages, grants and warrants to Mortgagee with covenant of general warranty, the Real Estate, together with any and all buildings and improvements now existing or hereafter located thereon, and the rights, privileges and appurtenances belonging thereto or in any way appertaining, and all fixtures, movable and immovable, on or about the real property, now existing or hereafter located on or affixed to the real property, together with the rents, issues and profits therefrom, as situated in Lake County, Indiana (collectively, the "Property"), TO HAVE AND TO HOLD the same unto Mortgagee, its successors and assigns forever.

TERMS AND CONDITIONS

Mortgagor, in order to more fully protect the security of this Mortgage, covenants and agrees with Mortgagee as follows:

1. Good Title. Mortgagor covenants (a) lawful seisin of the Property, (b) full right and power to mortgage and convey the same, and (c) that the same is free and clear from all liens and encumbrances, except for (i) easements, restrictions and stipulations of record as to use, improvement and occupancy of the Property and those encumbrances listed in



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the attached Exhibit B, (ii) governmental laws, ordinances and regulations affecting the Property, and (iii) liens for real property taxes and assessments not yet due and payable.

2. Loan, Taxes, Assessments and Liens. Mortgagor shall pay promptly, when due, (i) the accrued interest on and the outstanding principal balance of the Note; (ii) all taxes and assessments of every type and nature levied or assessed against all any part of the Property or any interest therein, and any claim, lien or encumbrance against the Property which may be or become prior to the lien of this Mortgage; and (iii) utility charges incurred in connection with the Property and maintain all utility services available for use at the Property, all without relief from valuation or appraisal laws.

3. Insurance. Mortgagor shall (a) keep any and all improvements now existing or hereafter located on the Property insured as may be required from time to time by Mortgagee against loss or damage from the perils insured against by the standard fire and extended coverage insurance policy in use in the State of Indiana in such amounts and for such periods as Mortgagee may require, and (b) pay promptly, when due, any and all premiums for such insurance. All insurance shall be carried with companies approved by Mortgagee, and certificates of insurance and proceeds thereof shall be delivered to Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to Mortgagee. In the event of loss, Mortgagor shall give immediate written notice sent postage prepaid by certified mail, return receipt requested, to Mortgagee. Mortgagee may make proof of loss if not made promptly by Mortgagor. Each insurance company concerned is authorized and directed to make payment for such loss directly to Mortgagee, instead of to Mortgagor and Mortgagee jointly. All or any part of the insurance proceeds may, at the option of Mortgagee, be applied by Mortgagee either to (a) the reduction of the indebtedness secured hereby, or (b) the restoration of the Property. In the event of foreclosure of this Mortgage, or other transfer of title to the Property in extinguishment of the indebtedness secured hereby, then all right, title and interest of Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

4. Escrow for Taxes. Mortgagor shall make monthly deposits with Mortgagee in a non-interest bearing escrow account, together with and in addition to payments or credits by Mortgagor of the Loan, of an amount equal to one-twelfth of the yearly taxes and assessments which may be levied against the Property required by Paragraph 2. The amount of such taxes and assessments, when unknown, shall be estimated by Mortgagee. Such escrow amounts shall be used by Mortgagee to pay, when due, such taxes and assessments. Mortgagor shall, on demand, pay to Mortgagee any insufficiency of such escrow account to pay such charges when due. If Mortgagor defaults under any term, covenant or condition of this Mortgage, then Mortgagee may apply any funds in said escrow account against the indebtedness secured hereby. The enforceability of the terms, covenants and conditions relating to taxes and assessments, as otherwise provided herein, shall not be affected, except insofar as those obligations have been met by compliance with this Paragraph 4. Mortgagee may, at its option, from time to time, waive and after any such waiver, reinstate any or all terms, covenants or conditions contained herein requiring such deposits, by written notice to Mortgagor. While any such waiver is in

effect, Mortgagor shall pay taxes, assessments and insurance premiums as provided herein.

5. No Waste; Repairs. Mortgagor shall (a) maintain the Property in good condition and repair, (b) not commit or suffer waste thereof, (c) comply with any and all laws, ordinances, rules, regulations, covenants, conditions and restrictions affecting the Property, and not suffer or permit any violation thereof, and (d) not remove, demolish or alter the design or structural character of any building now existing or hereafter erected on the Property, unless Mortgagee shall give its prior written consent thereto.
6. Default and Remedies for Taxes, Assessments and Insurance. If Mortgagor fails to (a) maintain the insurance provided for herein, (b) deliver certificate(s) of insurance to Mortgagee, (c) pay the cost of such insurance, (d) pay taxes and assessments, or (e) promptly make repairs and replacements to the Property, then Mortgagee may, at its option, procure and pay for such insurance, pay such taxes or assessments, or cause such repairs or replacements to be made. Mortgagor shall, on demand, pay to Mortgagee the money so advanced by Mortgagee, with interest thereon at the maximum legal rate of interest, and such advance(s) shall be secured by the property of this Mortgage and shall be deemed equal in dignity to the lien securing that other indebtedness.
7. Events of Default. The following shall constitute events of default hereunder (each, an "Event of Default"):
 - (a) Mortgagor fails to (i) pay or credit when due, all or any portion of the Loan as provided for in the Note, (ii) pay, when due, taxes and assessments, (iii) keep the improvements, now existing or hereafter erected on the Property, insured against loss or damage as provided herein, (iv) pay, when due, the premiums for such insurance, (v) keep the Property in good condition and repair, or (vi) keep or perform any other term, covenant or condition of this Mortgage or the Note;
 - (b) A proceeding is instituted involving title to all or any part of the Property, including, without limitation, the foreclosure of any mortgage or other lien against the Property;
 - (c) The sale, transfer, assignment, alienation, pledge or encumbrance (including any secondary financing or cross collateralization agreements) affecting the Property made by Mortgagor without the prior written consent of Mortgagee, which consent may be granted or withheld in Mortgagee's sole and absolute discretion.
 - (d) Mortgagor is adjudged bankrupt in either a voluntary or involuntary proceeding; or
 - (e) Mortgagor fails to comply with the terms, covenants and conditions of any other permitted lien or encumbrance affecting the Property.

8. Remedies.

- (a) Upon the happening of any Event of Default and at any time thereafter, Mortgagee may, with reasonable notice to Mortgagor, (i) declare the entire indebtedness secured hereby to be immediately due and payable, and forthwith proceed to collect the same and to enforce this Mortgage by foreclosure, exercise of the power of sale or otherwise, and (ii) enter on the Property, collect the rents, issues and profits therefrom, and after paying all expenses and a reasonable compensation for itself, apply the remainder of the money collected to the satisfaction of the indebtedness secured hereby.
- (b) In the event of any Event of Default mentioned in Paragraph 7, Mortgagee may, at its option, apply to any court of competent jurisdiction for the appointment of a receiver for the Property to manage the same and to collect the rents, issues and profits therefrom, and after deducting the costs and expenses of such receivership and a reasonable compensation for the services of the receiver, apply the remainder of the money collected to the satisfaction of the indebtedness secured hereby. This is further agreed that the grounds for the appointment of a receiver set out herein shall be in addition to and not in limitation of the statutory remedy of receivership and may be invoked either in aid of, or without proceeding for, the foreclosure and sale of the Property. Such receiver shall have all other powers and rights that may be necessary or are usual in such cases for the protection, possession, control, management and operation of the Property during said period, including, to the extent permitted by law, the right to lease all or any portion of the Property for a term that extends beyond the time of such receiver's possession without obtaining prior court approval of such lease. The court from time to time may authorize the application of the net income received by the receiver in payment of the Note, or by any decree foreclosing this Mortgage, or any tax, special assessment or other lien which may be or become superior to the lien.
- (c) Mortgagee may disburse any sums and take any actions that Mortgagee deems to be necessary or appropriate in its sole discretion to protect Mortgagee's interest or the security given or intended to be given hereunder. All such sums disbursed by Mortgagee and all costs and expenses incurred by Mortgagee in connection with protecting Mortgagee's interest or the security given or intended to be given hereunder (including without limitation reasonable attorneys' and paralegals' fees and court costs), together with interest thereon at the Default Rate (as defined in the Note), shall (i) constitute additional indebtedness secured by this Mortgage and (ii) be paid by Mortgagor to Mortgagee.
- (d) Mortgagee shall be entitled to exercise any remedy under the Note or as may be available under law, in addition to or in lieu of the other remedies set forth in this Section.
- (e) In the case of any sale of the Property pursuant to any judgment or decree of any court at public auction or otherwise, Mortgagee may become the purchaser, and for the purposes of making settlement for or payment of the purchase price, shall

be entitled to deliver over and use the Note and any claims for the debt in order that there may be credited as paid on the purchase price the amount of the debt.

- (f) Mortgagee shall be entitled to have this Mortgage and all interest or equity of Mortgagor and of all parties claiming under or through Mortgagor foreclosed and to have the Property sold according to law. The proceeds of any such sale shall be applied as follows: FIRST, to pay all charges, costs and expenses of the sale and to reimburse Mortgagee for all amounts advanced by Mortgagee to pay taxes, insurance premiums, environmental assessments, title insurance and survey costs, brokerage fees, attorneys' and paralegals' fees, and all other costs of operating, maintaining and selling the Property, together with interest thereon at the Default Rate (as defined under the Note) to the date of sale; SECOND, to pay all accrued interest on the Note; THIRD to pay the entire outstanding principal balance of the Note; FOURTH, to pay and obtain releases of all liens and encumbrances against the Property; and LAST, to pay the remainder of the sale proceeds, if any, to Mortgagor upon the delivery and surrender of the Property to the purchaser or as otherwise required by Indiana law.

9. Indemnification. Mortgagee shall not be liable for any loss sustained by Mortgagor resulting from Mortgagee's failure to let the Real Estate after an Event of Default or from any other act or omission of Mortgagee in managing the Real Estate after an Event of Default unless such loss is caused by the willful misconduct and bad faith of Mortgagee, nor shall Mortgagee be obligated to perform or discharge nor does Mortgagee hereby undertake to perform or discharge any obligation, duty or liability under any assigned Leases or under or by reason of this Mortgage, and Mortgagor shall indemnify Mortgagee for, and hold Mortgagee harmless from, any and all liability, loss, or damage which may or might be incurred under or by reason of this Mortgage, and from any and all claims and demands whatsoever which may be asserted against Mortgagee by reason of any alleged obligations or undertakings on its part discharge any of the terms, covenants, or agreements contained in the Mortgage, except that Mortgagor shall not be liable for any liability, loss, damage claims, or demands arising out of any act or omission of Mortgagee or its agents occurring after Mortgagee has taken actual possession of the Real Estate. Should Mortgagee incur any such liability under or by reason of this Mortgage or in defense of any such claim or demand, the amount thereof, including costs, expenses, and reasonable attorneys' and paralegals' fees, shall be secured hereby and Mortgagor shall reimburse Mortgagee therefor immediately upon demand, and upon the failure of Mortgagor so to do, Mortgagee may, at its option, declare the Note immediately due. This Mortgage shall not operate to place responsibility for the control, care, management or repair of the Real Estate, nor shall it operate to make Mortgagee responsible or liable for (a) any waste committed on the Real Estate by any parties occupying or using the Real Estate, (b) any dangerous or defective condition of the Real Estate, or (c) any negligence in the management, upkeep, repair or control of the Real Estate resulting in loss, injury or death to any tenant, occupant, licensee, employee or stranger.

10. Security Agreement; Fixture Filing.

(a) Security Agreement. This instrument is intended to be a security agreement pursuant to Article 9.1 of the Uniform Commercial Code of the State of Indiana (the "UCC") for any of the items specified above as part of the Property which may be subject to a security interest pursuant to the applicable version of the UCC, and Mortgagor hereby grants Mortgagee a security interest in such items to secure the payment and performance of Mortgagor's obligations. All terms defined in the UCC and used herein shall have the same definitions herein as specified in the UCC.

(b) Filings. Mortgagor agrees that this Mortgage, or a reproduction thereof, may be filed in the real estate records or other appropriate index as a financing statement for any of the items specified above (including fixtures) as part of the Property, and authorizes Mortgagee to make any such filings Mortgagee deems necessary or proper. Mortgagor's execution of this Mortgage constitutes an authentication pursuant to the UCC of the security agreement contained herein, thereby authorizing Mortgagee to file and record such financing statements, amendments and other UCC forms as may be necessary or appropriate to establish and maintain the priority of its lien and security interests created under this Mortgage. Any reproduction of this instrument or of any other security agreement or financing statement (meeting the requirements of the UCC) will be sufficient as a financing statement. Mortgagor agrees to execute and deliver to Mortgagee upon request, any financing statements (other than financing statements such as those currently prescribed by the UCC, which are not required to be executed by the debtor or secured party), as well as extensions, renewals and amendments thereof, and reproductions of this instrument in such form as may be required by law or reasonably required by Mortgagee to perfect a security interest with respect to said items. Mortgagor will pay all costs of filing such financing statements and any extensions, renewals, amendments and releases thereof, and will pay all reasonable costs and expenses of any record searches for financing statements Mortgagee may reasonably require.

11. No Waivers. No delay by Mortgagee in the exercise of any of its rights or remedies hereunder, or otherwise afforded by statute, at law or in equity, shall operate as a waiver thereof, or preclude the exercise thereof during the continuance of any event of default hereunder. An express waiver of any obligation of Mortgagor shall not at any time thereafter be held to be a waiver of any of the terms, covenants or conditions of this Mortgage, except as specified in the express waiver, and then only for the time and to the extent stated in the express waiver.

12. Transfer of the Property. Title to the Property shall not be transferred without the prior written consent of Mortgagee. If title to the Property is transferred with the consent of Mortgagee, then such transfer shall not operate to release, discharge, modify, change or affect the original liability of Mortgagor or any subsequent person(s) who becomes obligated by reason of the assumption of, or taking the Property subject to, the indebtedness secured hereby.

13. Powers of Mortgagee. Without affecting (a) the liability of Mortgagor or any subsequent person(s) who becomes obligated (except any person expressly released in writing) to pay the indebtedness secured hereby or to perform any duty or obligation contained herein, and (b) the rights of Mortgagee with respect to any security not expressly released in writing, Mortgagee may, at any time and from time to time, either before or after Mortgagor is in default for the failure to pay the Loan as provided in the Note and without notice or consent, (i) release any person(s) liable for payment of all or any part of the indebtedness secured hereby or for performance of any obligation contained herein, (ii) make any agreement extending the time or otherwise altering the terms of payment of all or any part of the indebtedness secured hereby, modifying or waiving any obligation, or subordinating, modifying or otherwise dealing with the lien or charge thereof, (iii) exercise, or refrain from exercising, or waive any right Mortgagee may have, (iv) accept additional security of any kind, and (v) release or otherwise deal with any property, real or personal, securing the indebtedness secured hereby, including, without limitation, all or any part of the Property.
14. Additional Security. As further security for payment of the indebtedness secured hereby and performance of the terms, covenants and conditions contained herein, Mortgagor transfers, sets over and assigns to Mortgagee, all judgments, damage awards and settlements hereafter made as a result of or in lieu of any taking of all or any part of the Property under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to all or any part of either the Property or the improvements now existing or hereafter located thereon, including, without limitation, any award for change of grade of streets. Mortgagee may, at its option, apply all or any part of such amounts so received to the indebtedness secured hereby in such manner as it elects, or release all or any part of such amounts so received to Mortgagor.
15. Leases. Mortgagor hereby assigns to Mortgagee, as additional collateral for the Loan and the Note and the satisfaction of the obligations contained in this Mortgage, any and all present and future leases of all or any part of the Property and all the rents, issues and profits from any leases or other agreements for the use or occupancy of the Property.
16. Other Liens. Except as set forth in Paragraph 1, no other mortgage, lien or equity position, other than this Mortgage, whether superior or inferior to the lien of this Mortgage, shall be placed or allowed to exist on the Property without the prior written approval of Mortgagee.
17. Subsequent Agreement. Any agreement made hereafter by Mortgagor and Mortgagee pursuant to this Mortgage shall be superior to the rights of the holder of any intervening lien or encumbrance.
18. Waivers. Mortgagor hereby waives, to the extent permitted by law, the benefit of all applicable laws now or hereafter in force regarding appraisal, valuation, stay, extension, reinstatement and redemption, all rights of marshalling in the event of any sale hereunder of the Property or any part thereof or any interest therein, and any defense based on impairment of collateral. Further, Mortgagor hereby expressly waives any and all rights of redemption from sale under any order or decree of foreclosure of this

Mortgage on behalf of Mortgagor, and on behalf of each and every person acquiring any interest in or title to the Property subsequent to the date of this Mortgage and on behalf of all persons to the extent permitted by applicable law.

19. Benefit and Binding Effect. The terms, covenants and conditions contained herein shall be binding upon and shall inure to the benefit of Mortgagor, Mortgagee, and their respective heirs, legal representatives, successors and assigns.
20. Notices. All notices and demands under this Mortgage or the Note shall be in writing and shall be deemed to be delivered only when (i) actually received, or (ii) deposited in the United States mail (certified or registered mail, postage prepaid, return receipt requested) and addressed to Mortgagor or Mortgagee at their respective addresses in the first paragraph of this Mortgage, or to any other address Mortgagee or Mortgagor may designate from time to time by written notice.
21. Modification of Mortgage. A modification, amendment or waiver of any provision of this Mortgage or the Note shall be effective only if the modification, amendment or waiver is set forth in a written instrument executed by the party against whom enforcement is sought and, with respect to this Mortgage, recorded with the Office of the Recorder of Lake County, Indiana, and any such waiver shall be effective only for the specific purpose and in the specific instance for which Mortgagee and Mortgagor granted the waiver.
22. Singular and Plural Terms. Wherever used, the singular number shall include the plural, the plural the singular and the use of any gender shall include all genders.
23. Governing Law. This Mortgage shall be governed by and construed in accordance with the laws of the State of Indiana.
24. Severability. In the event that one or more of the conditions, terms or provisions of this Mortgage or the Note is determined to be invalid, illegal or unenforceable in any respect, then the validity, legality or enforceability of the remaining conditions, terms and provisions of this Mortgage and the Note shall not be affected or impaired thereby.
25. Survival. All covenants, agreements, representations, and warranties made in this Mortgage shall (i) survive the delivery of the Note and Mortgage to Mortgagee, and (ii) continue in full force and effect until the indebtedness secured by this Mortgage is fully paid and the Loan is fully satisfied.

IN WITNESS WHEREOF, Mortgagor duly executed this Mortgage as of the date first set forth above.

MORTGAGOR:

Tim 8-21-16
Timothy Dinga, an Individual

STATE OF INDIANA

COUNTY OF LAKE

Document is NOT OFFICIAL!

This Document is the property of the Lake County Recorder.

Before me, a notary public in and for the State and County aforesaid, personally appeared Timothy Dinga, known to me or proven by satisfactory identification to be the person who executed and acknowledged the foregoing Mortgage and Security Interest as his free act and deed. In witness whereof I have set my hand and seal on August __, 2016.

STOP

Indira Dinga
Notary Public
My Commission Expires: 3-27-20



This instrument prepared by (and return recorded instrument to): Erica S. Black, 211 North Pennsylvania Street, Suite 1800, Indianapolis, IN 46204.

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. /s/ Erica S. Black, Attorney at Law.

EXHIBIT A

LEGAL DESCRIPTION

Lot 66 in White Oak Estates of Highland, Block One, as per plat thereof, recorded October 10, 1996, in Plat Book 81 Page 60, in the Office of the Recorder of Lake County, Indiana.



EXHIBIT B

PERMITTED ENCUMBRANCES

Mortgage for \$316,000.00 from Timothy Dinga to Equity Trust Company Custodian FBO Dixie Kovach, IRA dated June 7, 2006 and recorded June 26, 2006 as Document No. 2006 054555.

Mortgage for 150,000.00 from Timothy Dinga to JPMorgan Chase Bank, N.A., dated August 18, 2007 and recorded September 13, 2007 as Document No. 2007 074044.

GENERAL LIENS:

A judgment search for the past ten years on the properties described in the last deed of record above has revealed the following items:

Federal Tax Lien against Timothy W. Dinga, 2031 White Oak Lane, Highland, Indiana 46322 for the sum of \$6,675.73, plus interest, costs and penalties filed by the Internal Revenue Office, dated November 19, 2009 and recorded December 4, 2009 as Document No. 2009 060574.

Federal Tax Lien against Timothy W. Dinga, 2031 White Oak Lane, Highland, Indiana 46322 for the sum of \$23,571.56, plus interest, costs and penalties filed by the Internal Revenue Office, dated February 18, 2010 and recorded March 2, 2010 as Document No. 2010 011257.

Federal Tax Lien against Timothy W. Dinga, 2031 White Oak Lane, Highland, Indiana 46322, for the sum of \$8,119.77, plus interest, costs and penalties filed by the Internal Revenue Office, dated May 4, 2010 and recorded May 8, 2010 as Document No. 2010 028436.

Federal Tax Lien against Timothy W. dinga, 2031 White Oak Lane, Highland, Indiana 45322, for the sum of \$11,093.73, plus interest, costs and penalties filed by the Internal Revenue Office, dated June 24, 2010 and recorded July 7, 2010 as Document No. 2010 038885.

State of Indiana Tax Warrant No. 10718494 against Timothy Dinga for the sum of \$67.68, plus interest, costs and attorney fees, filed November 12, 2013 in the Office of the Clerk of Lake County, Indiana.



PROMISSORY NOTE

\$330,746.64

August 21, 2016
Highland, Indiana

FOR VALUE RECEIVED, Timothy Dinga, an individual, having a mailing address of 2031 White Oak Drive, Highland, IN 46322 ("Maker"), unconditionally promises to pay to the order of Equity Trust Company, Custodian FBO Dixie Kovach, IRA, having an address for payment purposes of 46519 24th Avenue, Bloomingdale, MI 49026 ("Lender"), at such address or at such other place or to such other party as Lender may from time to time designate, the principal sum of Three Hundred Thirty Thousand Seven Hundred Forty-Six and 64/100 Dollars (\$330,746.64) with interest on the principal balance from time to time remaining unpaid accruing at the rate of seven percent (7%) per annum.

Notwithstanding anything expressed or implied herein to the contrary, the rate of interest from time to time in effect under this Note shall not exceed the maximum rate of interest permitted by applicable law (the "Maximum Rate"). If at any time the rate of interest otherwise in effect under this Note (the "Applicable Rate") exceeds the Maximum Rate, then the rate of interest on this Note shall be limited to the Maximum Rate, but any subsequent reduction in the Applicable Rate shall not reduce the rate of interest on this Note below the Maximum Rate until the total amount of interest accrued on this Note equals the amount of interest which would have accrued if the Applicable Rate had at all times been in effect.

TERMS AND CONDITIONS

1. **Payment.** Principal and interest shall be due and payable monthly, commencing on September 1, 2016, in the amount of Two Thousand Five Hundred and 00/100 (\$2,500.00) and continuing thereafter on the first day of each succeeding month, through and including September 1, 2026. On September 1, 2026, (the "Maturity Date"), the entire unpaid principal balance and all accrued interest shall be due and payable.
2. **Prepayment.** Maker shall have the privilege of prepaying this Note in full on any business day without imposition of a prepayment penalty or premium.
3. **Cost of Collection and Default Rate of Interest.** In addition, Maker shall pay to Lender (a) reasonable attorneys' fees incurred by Lender in connection with (i) the protection of any security for or rights arising in connection with this Note, (ii) the enforcement of any provision contained in this Note or in any document executed in connection herewith, or (iii) the collection of any indebtedness evidenced hereby or arising in connection herewith (including without limitation reasonable attorneys fees incurred by Lender in connection with any bankruptcy, reorganization, receivership or other proceeding affecting creditor's rights and involving a claim under this Note or any document executed in connection herewith), (b) during any period in which an Event of Default exists hereunder and/or any period of delinquency on any amounts not paid when due, interest on the principal balance outstanding at a rate which is four percent (4%) above the interest rate otherwise applicable hereunder, not to exceed, however,

the Maximum Rate (the "Default Rate"), and (c) interest at the Default Rate on all accrued interest which is not paid when due.

4. Valuation and Appraisal Laws. All principal, interest and other amounts payable under or with respect to this Note shall be payable without relief from valuation and appraisal laws.

5. Application of Payment. Any payment hereunder shall be applied to the payment of accrued and unpaid interest, the principal balance outstanding under this Note and any other sums payable to Lender in connection with this Note or any document entered into by Maker in connection herewith, in such order and in such amounts as Lender shall determine in their sole discretion. Interest shall be calculated on the basis of a 360-day year. All amounts payable from time to time under this Note shall be due and payable in immediately available funds on the date each such payment is due at the address set forth above for payment.

6. Events of Default. Each of the following events shall constitute an event of default hereunder (an "Event of Default"):

- (a) a failure by Maker to pay when due interest or principal required by this Note and such failure shall continue for a period of ten (10) days;
- (b) a failure by Maker to pay or cause to be paid within five (5) days upon written demand or when due any other amounts due under this Note or any other documents executed in connection herewith; and
- (c) a default under or a failure to comply with any of the other terms, conditions, agreements or covenants of this Note or the Mortgage (as hereinafter defined) and the continuation of such default or failure for a period of thirty (30) days after written notice of such default or failure has been received by Maker; provided that if such cure cannot reasonably be completed within thirty (30) days, then Maker shall have such additional time as is reasonably necessary to cure such default so long as Maker commences such cure within thirty (30) days of Lender's notice and diligently pursues such cure to completion.

7. Remedies. Upon the occurrence of an Event of Default, all of the indebtedness evidenced by this Note and remaining unpaid, including without limitation the entire unpaid principal balance, any accrued and unpaid interest, all prepayment premiums payable hereunder, if any, and all other amounts payable under this Note, shall, at the option of Lender and without demand or notice, become immediately due and payable, anything contained in this Note to the contrary notwithstanding. Lender may exercise this option to accelerate regardless of any prior forbearance. All rights and remedies of Lender herein specified are cumulative and in addition to, not in limitation of, any rights and remedies which Lender may have by law or at equity.

8. Waiver and Consent. Presentment, notice of intent to accelerate, notice of acceleration, notice of dishonor and demand, valuation and appraisal, protest and diligence in collection and bringing suit are hereby severally waived by Maker, who further consents that the time for the payment of this Note may be extended from time to time without notice by

Lender.

9. No Waiver. No waiver of any default or failure or delay to exercise any right or remedy shall operate as a waiver of any other default or of the same default in the future or as a waiver of any right or remedy with respect to the same or any other occurrence. The acceptance by Lender of payment after the due date of such payment shall not be a waiver of Lender's right to exercise any right or remedy with respect to any failure to make prompt payment.

10. Usury Laws. It is the intention of the parties hereto to comply strictly with all applicable usury laws. All agreements between Maker and Lender, whether now existing or hereafter arising and whether written or oral, are hereby expressly limited so that in no contingency or event whatsoever, whether by reason of acceleration of the maturity hereof, or otherwise, shall the amount paid, or agreed to be paid to Lender for the use, forbearance, or detention of the money to be loaned hereunder or otherwise or for the payment or performance of any covenant or obligation contained herein or in any other document evidencing, securing, or pertaining to the indebtedness evidenced hereby, exceed the maximum amount permissible under applicable law.

11. Notices. Any written notice hereunder shall be effective when (a) mailed by certified United States mail, postage prepaid with return receipt requested, or (b) sent by an overnight carrier which provides for a return receipt, to the applicable address specified above, or to such other addresses within the State of Indiana as either Maker or Lender may from time to time specify for itself by notice hereunder. Any notice may be given on behalf of Lender or Maker by such party's legal counsel.

12. Legal Tender. This Note is negotiable and is payable in lawful money of the United States of America which shall be legal tender in payment of all debts and dues, public and private, at the time of payment.

13. Successors and Assigns. The obligations of Maker hereunder shall be binding upon Maker and Maker's successors, assigns and legal representatives (the reference to "Maker" in this Note shall be deemed to include, without limitation, such successors, assigns and legal representatives) and shall inure to the benefit of Lender and Lender's successors, assigns and legal representatives (the reference to "Lender" in this Note shall be deemed to include, without limitation, such successors, assigns and legal representatives, including without limitation, any subsequent holder of this Note).

14. Governing Law. This Note is delivered to Lender in the State of Indiana and is executed under and shall be governed by and construed in accordance with the laws of the State of Indiana, notwithstanding that Indiana conflicts of law rules might otherwise require the substantive rules of law of another jurisdiction to apply.

15. Invalidity of Any Provision. If any provision (or portion thereof) of this Note or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, then the remainder of this Note or the application of such provision (or portion thereof) to any other person or circumstance shall be valid and enforceable to the fullest extent permitted by law.

16. Captions. The captions or headings herein have been inserted solely for the convenience of reference and in no way define or limit the scope, intent or substance of any provision of this Note. Whenever the context requires or permits the singular shall include the plural, the plural shall include the singular and the masculine, feminine and neuter shall be freely interchangeable.

17. Security. As security for repayment of all obligations hereunder, this Note and the obligations of Maker hereunder are secured by that certain Mortgage and Security Interest, dated of even date herewith, in and to that certain real estate located in Highland, Lake County, Indiana ("Mortgage").

IN WITNESS WHEREOF, Maker has caused this Note to be executed effective as of the day and the year first above written.

Document is NOT OFFICIAL!
This Document is the property of the Lake County Recorder!

Timothy Dinga
Timothy Dinga, an Individual

STOP

INDIRA DINGA
Notary Public, State of Indiana
SEAL
My Commission Expires 3/27/2020

Indira Dinga

8-21-14

