

SECURED PROMISSORY NOTE

\$22,500.00

Date: November 04, 2016

For value received, the undersigned Dani Kalish and Michael Medin (collectively, the "Borrower"), at 13598 Waite Court, Crown Point, Indiana 46307, each as principal, jointly and severally, promise to pay to the order of Barbara Kalish (the "Lender"), at 1408 Crooked Creek Trail, Crown Point, Indiana 46307 (or at such other place as the Lender may designate in writing), the sum of \$22,500.00 with interest from November 04, 2016, on the unpaid principal at the rate of 5% per annum.

I. TERMS OF REPAYMENT

A. Payments

Unpaid principal after the Due Date shown below shall accrue interest at a rate of 20% annual until paid.

The unpaid principal and accrued interest shall be payable in full on April 30, 2017 (the "Due Date").

B. Application of Payments

All payments on this Note shall be applied first in payment of accrued interest and any remainder in payment of principal.

C. Acceleration of Debt

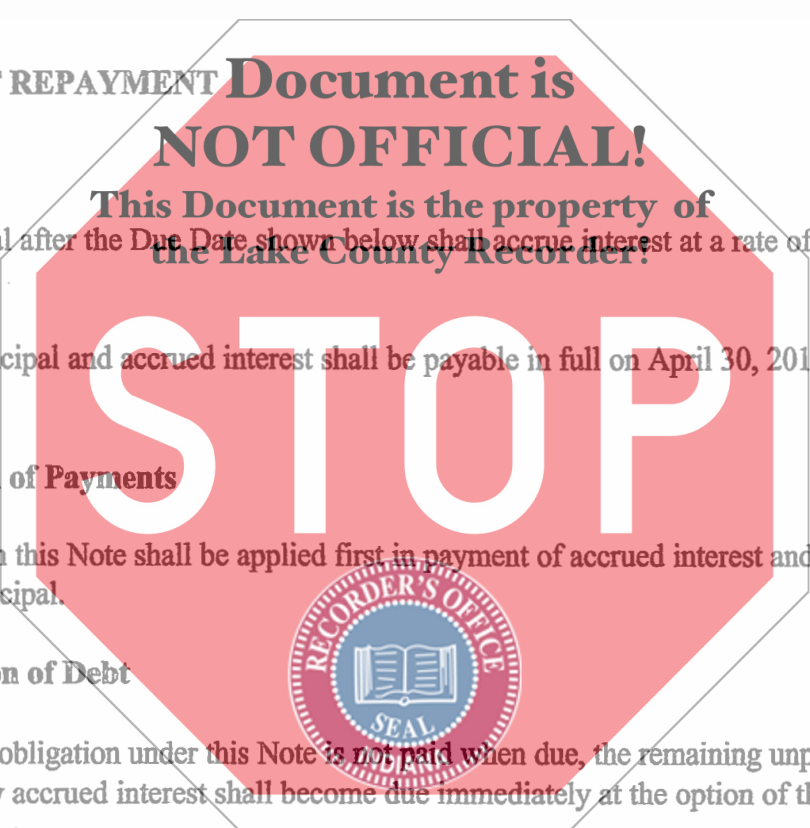
If any payment obligation under this Note is not paid when due, the remaining unpaid principal balance and any accrued interest shall become due immediately at the option of the Lender.

II. SECURITY

This Note shall be secured by a Deed of Trust to real property commonly known as 13598 Waite Court, Crown Point, Indiana 46307. The Lender is not required to rely on the above security instrument and the assets secured therein for the payment of this Note in the case of default, but may proceed directly against the Borrower.

III. PREPAYMENT

The Borrower reserves the right to prepay this Note (in whole or in part) prior to the Due Date with no prepayment penalty. Any such prepayment shall be applied against the installments of



2017 011856

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
2017 FEB 27 PM 2:33
MICHAEL B. BROWNA
RECORDER

22.
CASH
Nov-10

principal due under this note in the inverse order of their maturity and shall be accompanied by payment of accrued interest on the amount prepaid to the date of prepayment.

IV. COLLECTION COSTS

If any payment obligation under this Note is not paid when due, the Borrower promises to pay all costs of collection, including reasonable attorney fees, whether or not a lawsuit is commenced as part of the collection process.

V. DEFAULT

If any of the following events of default occur, this Note and any other obligations of the Borrower to the Lender, shall become due immediately, without demand or notice:

- 1) the failure of the Borrower to pay the principal and any accrued interest when due;
- 2) the liquidation, dissolution, incompetency or death of the Borrower;
- 3) the filing of bankruptcy proceedings involving the Borrower as a debtor;
- 4) the application for the appointment of a receiver for the Borrower;
- 5) the making of a general assignment for the benefit of the Borrower's creditors;
- 6) the insolvency of the Borrower;
- 7) a misrepresentation by the Borrower to the Lender for the purpose of obtaining or extending credit; or
- 8) the sale of a material portion of the business or assets of the Borrower.

In addition, the Borrower shall be in default if there is a sale, transfer, assignment, or any other disposition of any real estate pledged as collateral for the payment of this Note, or if there is a default in any security agreement which secures this Note.

If any of the above defaults apply to one Borrower, all Borrowers shall be deemed in default of this Note regardless of whether all Borrowers are directly involved in the default.

VI. SEVERABILITY OF PROVISIONS

If any one or more of the provisions of this Note are determined to be unenforceable, in whole or in part, for any reason, the remaining provisions shall remain fully operative.

VII. MISCELLANEOUS

All payments of principal and interest on this Note shall be paid in the legal currency of the United States. The Borrower waives presentment for payment, protest, and notice of protest and demand of this Note.

No delay in enforcing any right of the Lender under this Note, or assignment by Lender of this Note, or failure to accelerate the debt evidenced hereby by reason of default in the payment of a monthly installment or the acceptance of a past-due installment shall be construed as a waiver of the right of Lender to thereafter insist upon strict compliance with the terms of this Note without notice being given to Borrower. All rights of the Lender under this Note are cumulative and may be exercised concurrently or consecutively at the Lender's option.

This note may not be amended without the written approval of the holder.

VIII. GOVERNING LAW

This Note shall be construed in accordance with the laws of the State of Indiana.

IX. GUARANTY

_____ unconditionally guarantees all the obligations of the Borrower under this Note and agrees that any modifications of the terms of payment or extension of time of payment shall in no way impair its guarantee, and expressly agrees its guarantee of any modifications or extensions of this Note.

X. SIGNATURES

This Note shall be signed by Dani Kalish and by Michael Medin and Barbara Kalish. This Note shall also be co-signed by _____



[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Agreement has been executed and delivered in the manner prescribed by law as of the date first written above.

Signed this 4th day of November, 2016 at Crown Point, Ind.
Lake County, Ind.

Borrower:
Dani Kalish

By: [Signature]
Dani Kalish

Second Borrower:
Michael Medin

By: [Signature]
Michael Medin

Lender:
Barbara Kalish

By: [Signature]
Barbara Kalish



By: [Signature]
Samie A. Shultz
EXP. 10-18-18



DO NOT DESTROY THIS NOTE

WHEN PAID this original Note together with the [/TF:] securing the same, must be surrendered to the Borrower for cancellation and retention before any reconveyance can be processed.



TRUSTEE=S DEED

EXHIBIT

TAX: I.D. NO. 45-16-30-276-007.000-041

THIS INDENTURE WITNESSETH, That THE EUGENE C. FOX, II AND SHIRLEY M. FOX REVOCABLE TRUST u/t/d JANUARY 4, 2008, (GRANTOR), of LAKE County in the State of INDIANA, CONVEYS to MICHAEL W. MEDIN AND DANI KALISH MEDIN, HUSBAND AND WIFE, (GRANTEES) of LAKE County in the State of INDIANA, in consideration of One Dollar (\$1.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the following described real estate in LAKE County, in the State of Indiana:

LOT 11 IN HIDDEN VALLEY, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 74 PAGE 22, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

COMMONLY KNOWN AS: 13598 WAITE COURT, CROWN POINT, IN 46307

SUBJECT TO SPECIAL ASSESSMENTS, IF ANY, 2013 TAXES PAYABLE 2014, 2014 TAXES PAYABLE 2015 AND ALL REAL ESTATE TAXES DUE AND PAYABLE HEREAFTER.

SUBJECT TO EASEMENTS, RESTRICTIONS AND COVENANTS OF RECORD, IF ANY.

THE GRANTOR CERTIFIES THAT THIS DEED IS EXECUTED IN ACCORDANCE WITH AND PURSUANT TO, THE TERMS AND PROVISIONS OF THE UNRECORDED TRUST AGREEMENT UNDER WHICH TITLE TO THE ABOVE DESCRIBED REAL ESTATE IS HELD AND THAT THE TRUSTEE HAS FULL POWER AND AUTHORITY TO EXECUTE THIS DEED AS OF THE DATE OF EXECUTION.



Dated this 15th day of August, 2014.

Thomas E. Fox Successor Trustee
THOMAS E. FOX, SUCCESSOR TRUSTEE

STATE OF INDIANA, COUNTY OF Lake SS:

Before me, the undersigned, a Notary Public in and for said County and State, this 15th day of August, 2014 personally appeared: THOMAS E. FOX, SUCCESSOR TRUSTEE and acknowledged the execution of the foregoing deed. In witness whereof, I have hereunto subscribed my name and affixed my official seal.

My commission expires: 7-23-21 Signature: Christine M. Radzinski
Resident of Lake County, Notary Public



This instrument prepared by: PATRICK J. McMANAMA, Attorney at Law, ID No. 9534-45
No legal opinion given to Grantor. All information used in preparation of document was supplied by title company.

RETURN DEED TO: GRANTEE
GRANTEE'S STREET OR RURAL ROUTE ADDRESS: 13598 WAITE COURT, CROWN POINT, IN 46307
SEND TAX BILLS TO: GRANTEE

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.

Christine M. Radzinski
Signature of Preparer

Christine M. Radzinski
Printed Name of Preparer

CERTIFIED as a true and exact copy of this original document.
Community Title Co.
By [Signature]