

8

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2019 026011

2019 MAY -3 AM 11:23

Tax Parcel No. 45-12-03-377-019-000-030

MICHAEL D. BROWN  
RECORDER

Prepared by/Return to: Yuriy Gordiyenko  
Tempo Opportunity Fund LLC  
2167 East 21st Street  
Brooklyn, New York 11229

MORTGAGE, ASSIGNMENT OF RENTS,

**Document is  
NOT OFFICIAL!**

SECURITY AGREEMENT AND FIXTURE FILING

**the Lake County Recorder!**

Greater Indiana Title Company

THIS MORTGAGE, ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FIXTURE FILING (this "Mortgage") is made this April 23, 2019, between Z'S SHAKES & CAKES LLC, a(n) Indiana limited liability company (the "Borrower"), and Tempo Opportunity Fund LLC, a(n) Delaware limited liability company, with an address of 2167 E 21st St #222, Brooklyn, NY 11229, USA (the "Lender").

WHEREAS, the Borrower is indebted to the Lender in the principal sum of **SIXTY THOUSAND NINE HUNDRED NINETY-FIVE DOLLARS AND NO CENTS (\$60,995.00)**, together with interest thereon at an interest rate of interest per month equal to 1.08, as evidence by that certain Secured Promissory Note, dated of even date herewith (the "Note"), in the original principal amount of \$60,995.00, which provides for payment of the principal sum, with interest thereon, at the times and in the manner provided for therein.

NOW, THEREFORE, in order to secure to the Lender the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of the Borrower herein contained, the Borrower does hereby mortgage, grant and convey to the Lender the property located at 6050 Delaware Drive, in the City of Merrillville, Lake County and the State of Indiana as more fully described on Exhibit A hereto, to wit:

SEE THE LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "A".

TOGETHER WITH all of the improvements now or hereafter erected on the said lands and premises, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the said lands and premises, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the collateral encumbered by this Mortgage, all of which are hereinafter referred to collectively as the "Property".

IND05690

30673

\$55.00

UB

The Borrower covenants that the Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered by any lien or encumbrance of a priority superior to the lien of this Mortgage, and that the Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring the Lender's interest in the Property.

UNIFORM COVENANTS. The Borrower and the Lender covenant and agree as follows:

(1) Payment of Principal and Interest. The Borrower shall promptly pay when due the principal and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any future advances secured by this Mortgage.

(2) Application of Payments. Unless otherwise provided by applicable law, all payments received by the Lender under the Note and paragraph (1) hereof shall be applied by the Lender first to interest payable on the Note, then to the reduction of the principal balance of the Note.

(3) Charges: Liens. The Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any, by the Borrower making payment, when due, directly to the payee thereof. The Borrower shall promptly furnish to the Lender receipts evidencing such payments. The Borrower shall promptly discharge any lien which has priority over this Mortgage; provided, that the Borrower shall not be required to discharge any such lien so long as the Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to the Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

(4) Hazard Insurance. The Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as the Lender may require and in such amounts and for such periods as the Lender may require; provided, that the Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Mortgage.

The insurance carrier providing the insurance shall be chosen by the Borrower subject to approval by the Lender; provided, that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid by the Borrower making payment, when due, directly to the insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to the Lender and shall include a standard mortgagee clause in favor of and in form acceptable to the Lender. The Lender shall have the right to hold the policies and renewals thereof, and the Borrower shall promptly furnish to the Lender all renewal notices and all receipts of paid premiums. In the event of loss, the Borrower shall give prompt notice to the insurance carrier and the Lender. The Lender may make proof of loss if not made promptly by the Borrower.

Unless the Lender and the Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of damage to the Property, provided such restoration or repair is economically feasible and the security of this Mortgage is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Mortgage would be impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to the Borrower. If any of the Property is abandoned by the Borrower, or if the Borrower fails to respond to the Lender within 30 days from the date notice is mailed by the Lender to the Borrower that the insurance carrier offers to settle a claim for insurance benefits, the Lender is authorized to collect and

apply the insurance proceeds at the Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless the Lender and the Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the installments referred to in paragraph (1) hereof or change the amount of such installments. If under paragraph (17) hereof the Property is acquired by the Lender, all right, title and interest of the Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property shall pass to the Lender to the extent of the sums secured by this Mortgage.

(5) Preservation and Maintenance of the Property. The Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property.

(6) Protection of the Lender's Security. If the Borrower fails to perform the covenants contained in this Mortgage, or if any action or proceeding is commenced which materially affects the Lender's interest in the Property, including but not limited to eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then the Lender, at its option, upon notice to the Borrower, may make such appearances on behalf of the Lender or the Borrower, disburse such sums, and take such other actions as may be necessary to protect the interest of Mortgagee created hereby, including but not limited to payment of mechanic's liens, taxes, municipal claims, and any other charges which may be legally assessed against said premises, insurance premiums, costs of repairs, expenses, reasonable attorney's fees, and the entry upon said premises to make such repairs and otherwise protect said premises.

Any amounts disbursed by the Lender pursuant to this paragraph (6), with interest thereon, shall become additional indebtedness of the Borrower secured by this Mortgage. Unless the Borrower and the Lender agree to other terms of payment, such amounts shall be payable upon notice from the Lender to the Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law. Nothing contained in this paragraph (6) shall require the Lender to incur any expense or take any action hereunder.

(7) ) Inspection. The Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that the Lender shall give the Borrower notice prior to any such inspection specifying reasonable cause therefor related to the Lender's interest in the Property.

(8) Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to the Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to the Borrower. In the event of a partial taking of the Property, unless the Borrower and the Lender otherwise agree in writing, there shall be applied to the sums secured by this Mortgage such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Mortgage immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to the Borrower. Fair market value shall be determined by the average of two appraisals, one of which will be obtained by the Borrower and one by the Lender.

If any part of the Property is abandoned by the Borrower, or if, after notice by the Lender to the Borrower that the condemner offers to make an award or settle a claim for damages, the Borrower fails to respond to the Lender within 30 days after the date such notice is mailed, the Lender is authorized to

collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless the Lender and the Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the installments referred to in paragraph (1) hereof or change the amount of such installments.

(9) Borrower Not Released. Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by the Lender to any successors in interest of the Borrower shall not operate to release, in any manner, the liability of the original Borrower and/or its successors in interest. The Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and/or its successors in interest.

(10) Forbearance by the Lender Not a Waiver. Any forbearance by the Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by the Lender shall not be a waiver of the Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage.

(11) Remedies Cumulative. All remedies provided by this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively.

(12) Successors and Assigns Bound; Joint and Several Liability; Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of the Lender and the Borrower. All covenants and agreements of the Borrower shall be joint and several. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

(13) Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to the Borrower provided for in this Mortgage shall be given by mailing such notice by certified mail addressed to the Borrower at the Property address or at such other address as the Borrower may designate by notice to the Lender as provided herein, and (b) any notice to the Lender shall be given by certified mail, return receipt requested, to the Lender's address stated herein or to such other address as the Lender may designate by notice to the Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to the Borrower or the Lender when given in the manner designated herein.

(14) Uniform Mortgage; Governing Law; Severability. This form of Mortgage combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Mortgage shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provisions, and to this end the provisions of the Mortgage and the Note are declared to be severable.

(15) Borrower's Copy. The Borrower shall be furnished a conformed copy of the Note and this Mortgage at the time of execution or after recordation hereof.

(16) Reserved.

NON-UNIFORM COVENANTS. The Borrower and the Lender further covenant and agree as follows:

(17) Transfer of the Property; Assumption. If all or any part of the Property or an interest therein is sold or transferred by the Borrower (or any direct or indirect interest in the Borrower is sold or transferred) without the Lender's prior written consent, the Lender may, at its option, declare all the sums secured by this Mortgage to be immediately due and payable. The Lender shall have waived such option to accelerate if, prior to the sale or transfer, the Lender and the person to whom the Property is to be sold or transferred reach an agreement in writing that the credit of such person is satisfactory to the Lender and that the interest payable on the sums secured by this Mortgage shall be at such rate as the Lender shall request. If the Lender has waived the option to accelerate provided in this paragraph (17) and if the Borrower's successor in interest has executed a written assumption agreement accepted in writing by the Lender, the Lender shall release the Borrower from all obligations under this Mortgage and the Note.

If the Lender exercises such option to accelerate, the Lender shall mail the Borrower notice of acceleration in accordance with paragraph (13) hereof. Such notice shall provide a period of not less than thirty (30) days from the date the notice is mailed within which the Borrower may pay the sums declared due. If the Borrower fails to pay such sums prior to the expiration of such period, the Lender may, without further notice or demand on the Borrower, invoke any remedies permitted by paragraph (18) hereof.

(18) Acceleration Remedies. Upon the Borrower's breach of any covenant or agreement of the Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, the Lender prior to acceleration shall mail notice to the Borrower as provided in paragraph (13) hereof, if the Lender is enforcing any of its rights expressly contained herein, specifying: (a) the breach; (b) the action required to cure such breach; (c) a date not less than ten (10) days if the breach is non-payment of any sums due hereunder, otherwise, thirty (30) days from the date the notice is mailed to the Borrower, by which such breach must be cured; and (d) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding and sale of the Property. If the breach is not cured on or before the date specified in the notice, the Lender at its option may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. The Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorney's fees up to twenty percent (20%) of the amount decreed for principal and interest, which fee shall be allowed and paid as part of the decree of judgment in such proceeding, together with the cost of abstracts, title reports and documentary evidence.

(19) Assignment of Rents; Appointment of Receiver. As additional security hereunder, the Borrower hereby assigns to the Lender the rents of the Property; provided, that the Borrower shall, prior to acceleration under paragraph (18) hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph (18) hereof or abandonment of the Property, the Lender shall be entitled to have a receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the rents of the Property, including those past due. All rents collected by the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Mortgage. The receiver shall be liable to account only for those rents actually received.

(20) Release. Subject to paragraph (22) hereof, upon payment of all sums secured by this Mortgage, the Lender shall release this Mortgage. The Borrower shall pay all costs of recordation, if any.

(21) Grant of Security Interest. Borrower grants to Lender a security interest in, and pledges and assigns to Lender, all of Borrower's right, title and interest now or hereafter acquired in and to all of the following described personal property (collectively, the "Personalty"):

(a) All tangible personal property of every kind and description, whether stored on the Property or elsewhere, including, without limitation, all goods, materials, supplies, tools, books, records, chattels, furniture, fixtures, equipment, and machinery, and which in all cases is (i) used or useful or acquired in connection with any construction undertaken on the Property or the maintenance of the Property (including the improvements thereto), or (ii) affixed or installed, or to be affixed or installed, in any manner on the Property (including the improvements thereto);

(b) All water and water rights (whether riparian, appropriative, or otherwise, and whether or not appurtenant to the Property) and shares of stock pertaining to such water or water rights, ownership of which affect the Property; and all architectural and engineering plans, specifications and drawings, and as-built drawings which arise from or relate to the Property (including the improvements thereto);

(c) All general intangibles and rights relating to the Property, including, without limitation, all permits, licenses and claims to or demands for the voluntary or involuntary conversion of any of the Property (including the improvements thereto), or other Property into cash or liquidated claims, proceeds of all present and future fire, hazard or casualty insurance policies, whether or not such policies are required by Lender, and all condemnation awards or payments now or later to be made by any public body or decree by any court of competent jurisdiction for any taking or in connection with any condemnation or eminent domain proceeding, and all causes of action and their proceeds for any breach of warranty, misrepresentation, damage or injury to, or defect in, the Property (including the improvements thereto) or any part of it;

All substitutions, replacements, additions, accessions and proceeds for or to any of the foregoing, and all books, records and files relating to any of the foregoing, including, without limitation, computer readable memory and data and any computer software or hardware reasonably necessary to access and process such memory and data.

(22) Non-Merger. In the event the Lender shall acquire fee title to the Property by conveyance from the Borrower or as a result of a foreclosure proceeding, this Mortgage shall not merge into the fee estate of the Property. Instead, it shall remain and continue as an existing and enforceable lien for the liabilities secured hereby until the same shall be discharged by the Lender through a recorded instrument.

(23) Sealed Instrument. This Mortgage is executed as and shall have the effect of a sealed instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Borrower has authorized this Mortgage to be executed by its members and its seal to be hereunto affixed the day and year first above written.

Signed, Sealed and  
Delivered in the Presence of:

Z'S SHAKES & CAKES LLC, a(n) Indiana limited liability company

Lashaw D. Taylor By: Sole owner (SEAL)

Witness Name:  
Title:



STATE OF IN  
SS:  
COUNTY OF Lake

BE IT REMEMBERED, that on this 23 day of April, 2019, personally came before me, the Subscriber, a Notary Public for the State and County aforesaid, Lashaw D Taylor, being a member of Z'S SHAKES & CAKES LLC, a limited liability company of the State of IN, party to this Mortgage, being first duly sworn, did acknowledge this Mortgage to be [HIS/HER] voluntary act and deed, and the duly authorized act and the deed of the said limited liability company; that the signature is in [HIS/HER] own proper handwriting; and that the act of signing, sealing, acknowledging and delivering the said Mortgage was first duly authorized by consent of all of the Members of the said limited liability company.

GIVEN under my Hand and Seal of Office, the day and year aforesaid.

[Signature]  
Notary Public

11/5/2022  
Date Commission expires

BRENDA SOHOVICH  
Notary Public - Seal  
State of Indiana  
Porter County  
My Commission Expires Nov 5, 2022

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  
By: Brenda Sohovich

**EXHIBIT "A"**

PARCEL 19-2 IN REGENCY PARK TOWNEHOMES PHASE 1, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 43 PAGE 66, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA, FORMERLY DESCRIBED AS BEING A PART OF PHASE G, LOT 1, OLD AIRPORT ADDITION, LAKE COUNTY, INDIANA, AS THE SAME APPEARS OF RECORD IN THE OFFICE OF THE LAKE COUNTY RECORDER, IN PLAT BOOK 38, PAGE 99.

Property address: 6050 Delaware Drive, Merrillville, IN 46410

Tax Number: 45-12-03-377-019.000-030

