#### SECOND REAL ESTATE MORTGAGE

In consideration of a certain Loan provided by Mary Kay Collins of Lake County, Indiana (herein, Lender), to Chris Lozanovski of Lake County, Indiana (herein, Borrower), and in accordance with the terms and provisions of a certain Loan Repayment Agreement between Lender and Borrower dated February 15, 2020, and at the express direction of Borrower, Indiana Land Trust Company, as Trustee under the provisions of a Trust Agreement dated January 12, 2016, and known as Trust No. 120220 (herein, Mortgagor), does hereby mortgage and warrant to Lender that certain 3.29 acre parcel located in Lake County, Indiana, which is legally described on Exhibit "A" attached hereto and incorporated herein, and which Real Estate is commonly known as 2911 East 109th Avenue, Crown Point, Indiana (herein, the Real Estate). The Real Estate is also identified by Tax No. 45-16-11-227-002.000-041.

Mortgagor does so mortgage the Real Estate to secure to Lender the complete and timely payment and performance of all obligations owed by Borrower under the aforementioned Loan Repayment Agreement, which Loan Repayment Agreement is incorporated herein by reference and made a part hereof.

Borrower, as the Sole Beneficiary of the aforementioned Trust No. 120220, has joined in this Second Real Estate Mortgage as a Signatory hereto for the express purpose of ensuring that any obligations herein established which are outside the scope of the responsibilities of the Trustee under the terms of said Trust No, 120220, shall be fully and timely performed by Borrower.

The Mortgage so granted by Mortgagor to Lender hereunder shall be in the initial principal amount of THIRTY-SEVEN THOUSAND SEVEN HUNDRED FIFTY-FOUR DOLLARS & 90/160 (\$37,754.90), that being the current principal balance outstanding and unpaid to Lender under the Loan Repayment Agreement, which Mortgage Amount shall hereafter be decreased by the amount of any principal payment by Borrower on the balance outstanding and owing to Lender under the Loan Repayment Agreement, and automatically increased by the amount of any accrued and unpaid interest thereon, and also by the amount of any other legitimate charges provided for under either the Loan Repayment Agreement or this Second Real Estate Mortgage.

In the event of any default by Borrower in the complete and timely payment of the Loan Repayment Agreement, or in the event of any default on the part of Borrower and/or Mortgagor in fully and timely complying with all their

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respective obligations under this Second Real Estate Mortgage, Lender shall immediately issue written Notice of such default to both Borrower and Mortgagor at the addresses noted below:

CHRIS LOZANOVSKI 5860 E. 106th Court Crown Point, IN 46307 INDIANA LAND TRUST COMPANY 9800 Connecticut Drive Suite B2-900 Crown Point, IN 46307

Any such Notice issued by Lender to Borrower and Mortgagor shall be issued by two-day Priority Mailing, and Borrower and/or Mortgagor shall have a period of seven (7) days from the posting of such Notice by Lender within which to cure any such default, whether such default be under the aforementioned Loan Repayment Agreement, or under the terms and provisions of this Second Real Estate Mortgage. In the event that Borrower and/or Mortgagor shall fail to completely and timely cure any such default, in addition to enforcing collection of all amounts then outstanding and unpaid by Borrower under the aforementioned Loan Repayment Agreement, Lender shall be additionally entitled to proceed with the foreclosure of this Second Real Estate Mortgage in the manner that Real Estate Mortgages are generally foreclosed in the State of Indiana, and to further recover in connection therewith any reasonable costs and attorney fees incurred by Lender in maintaining such legal proceedings.

At all times during the continuation of this Second Real Estate Mortgage:

- Borrower and/or Mortgagor shall maintain complete and timely payment of both the First Mortgage
  indebtedness owed to Fifth Third Bank, as well as all real estate taxes and assessments coming due
  against the Real Estate during the continuation of this Second Real Estate Mortgage.
- 2. Borrower and/or Mortgagor shall keep the Real Estate and any improvements located thereon fully insured under an appropriate policy of Casualty and Extended Liability Insurance Coverage throughout the continuation of this Second Real Estate Mortgage, and shall maintain Lender as an Additional Insured thereunder. Mortgagor or Borrower shall additionally provide Lender with a current Certificate of Insurance evidencing such required coverage, which Certificate shall further acknowledge the right of Lender to receive advance notification in the event of any lapse, cancellation, or termination of such insurance coverage. Notice of any such lapse, cancellation, and/or termination shall be mailed to Lender at the following address:

MARY KAY COLLINS 7511 E. 109<sup>th</sup> Avenue Crown Point, IN 46307

- Borrower and/or Mortgagor shall not further encumber the Real Estate without the express written consent of Lender in advance thereof.
- Borrower and/or Mortgagor shall not permit the filing of any valid Mechanic Lien against the Real Estate, and in the event that any valid Mechanic Lien shall be so filed, Borrower and/or Mortgagor shall provide

written Notice thereof to Lender at the address hereinabove specified, and Borrower and/or Mortgagor shall, within thirty (30) days thereafter, procure the complete and unconditional release of that Mechanic Lien.

- 5. Mortgagor shall not assign, transfer, convey, or sell all or any part of the Real Estate during the continuation of this Second Real Estate Mortgage without Borrower first making full payment to Lender for all amounts then outstanding and owing under the aforementioned Loan Repayment Agreement, unless Lender shall otherwise agree in writing.
- 6. Borrower and/or Mortgagor shall, at all times during the continuation of this Second Real Estate Mortgage, maintain the Real Estate in a good and proper condition of repair, and shall not commit waste thereon.

During the continuation of this Second Real Estate Mortgage. Lender shall be entitled, but not required, to make any such advancement as Lender may reasonably deem necessary to properly protect its Second Mortgage in the Real Estate. In the course of making any such advancement, Lender shall immediately provide written notification to Borrower and Mortgagor of the same, together with documentation reasonably supporting the necessity of such advancement, and Borrower shall thereafter have a period of thirty (30) days within which to fully reimburse Lender for any such advancement.

IN WITNESS WHEREOF, and for the purpose of acknowledging and ratifying the foregoing as its complete and integrated Second Real Estate Mortgage, Mortgagor, acting by and through its duly authorized representative, has hereinafter set its hand on this 2 day of MARCH 2021. For the further purpose of fully binding himself to the full and timely performance of all obligations herein undertaken. Borrower has additionally set his hand on this 10 day of March, 2021.

> INDIANA LAND TRUST COMPANY, as Trustee Under the Provisions of a Trust Agreement dated January 12, 2016, and known as Trust No. 120220

Conis Lounalw CHRIS LOZANOVSKI, Borrowers instrument is executed by the undersigned Land Trustee,

not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

#### Exhibit A to Second Real Estate Mortgage

A PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 34 NORTH, RANGE 8 WEST OF THE SECOND PRINCIPAL MERIDIAN, IN CENTER TOWNSHIP, LAKE COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: (BEARINGS IN THIS DESCRIPTION ARE BASED ON A LINE CONNECTING THE MONUMENTS AT THE NORTHWEST AND NORTHEAST CORNERS OF SECTION 11 BEING NORTH 89 DEGREES 58 MINUTES 25 SECONDS EAST) BEGINNING AT A PK NAIL AT A POINT ON THE NORTH LINE OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 11 AND 165 FEET EAST OF THE NORTHWEST CORNER THEREOF (SAID POINT BEING SOUTH 89 DEGREES 58 MINUTES 25 SECONDS WEST, 1155.95 FEET FROM A MONUMENT AT THE NORTHEAST CORNER OF SAID SECTION 11); THENCE NORTH 89 DEGREES 58 MINUTES 25 SECONDS EAST, 520.00 FEET ALONG SAID NORTH LINE; THENCE SOUTH 00 DEGREES 06 MINUTES 15 SECONDS WEST 136.18 FEET PARALLEL TO THE WEST LINE OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 11; THENCE SOUTH 89 DEGREES 58 MINUTES 25 SECONDS WEST, 35,00 FEET TO SAID NORTH LINE; THENCE SOUTH 00 DEGREES 06 MINUTES 15 SECONDS WEST, 149.82 FEET PARALLEL TO SAID WEST LINE; THENCE SOUTH 89 DEGREES 58 MINUTES 25 SECONDS WEST, 485,00 FEET PARALLEL TO SAID NORTH LINE; County Recorder THENCE NORTH 00 DEGREES 06 MINUTES 15 SECONDS EAST, 286,00 FEET PARALLEL TO SAID WEST LINE TO THE POINT OF BEGINNING.

EXECUTED AND DELIVERED in my presence:
Sana M. Hand
Witness Signature
Dana M. Hand
Witness Printed Name
-
STATE OF INDIANA, COUNTY OF <u>forter</u> , SS:
Before me, a Notary Public in and for said County and State, personally appeared CHRIS LOZANOVSKI as Borrower, and acknowledged the execution of the foregoing Second Real Estate Mortgage, as a voluntary act and deed, and who, having been duly sworn, stated that any representations therein contained are true.
Witness my hand and Notarial Scal this 10 day of March, 2021.
My Commission Expires: 06/30/2023  Resident of Conference County, State of Indiana
Resident of forter County, State of Indiana
DAVID C APPEL  SEAL  Commission Number Gesents My Commission Expines  OSIGNIZUSS
STATE OF INDIANA, COUNTY OF INDIANA, SS:
Before me, a Notary Public in and for said County and State, personally appeared being known to me to be the person whose name is subscribed as a witness to the foregoing instrument, who, being duly sworn by me, deposes and says that the foregoing
instrument was executed and delivered by CHRIS LOZANOVSKI, as Borrower, in the above-named subscribing
witness? processes, and that the above name subscribing witness is not a party to the transaction described in the
foregoing instrument and will not receive any interest in or proceeds from the property that is the subject of the
transaction
Witness my hand and Notarial Seal this 10 day of 14ach, 2021.
My Commission Expires: 06/30/2023
Resident of Parfer County, State of Indiana
Mark Klass
DAVID CAPPEL Notary Public
(SEAL) Commission Number: 0669315 My Commission Engires

EXECUTED AND DELIVERED in my presence:  Witness Signature  Lacket Hurt Sing  Witness Printed Name  STATE OF INDIANA, COUNTY OF ARE, SS:
Before me, a Notary Public in and for said County and State, personally appeared as Authorized Representative for Indiana Land as Authorized Representative for Indiana Land Trust Company as Trustee under the provisions of a Trust Agreement dated January 12, 2016, and known as Trust No. 120220, and acknowledged the execution of the foregoing Second Real Estate Mortgage, as a voluntary act and deed, and who, having been duly sworn, stated that any representations therein contained are true.
Witness my hand and Notarial Seal this 12 Th day of MHRCH , 2021.
My Commission Expires: MY 2
witness is not a party to the transaction described in the foregoing instrument and will not receive any interest in or proceeds from the property that is the subject of the transaction
Witness my hand and Notarial Seal this 12th day of MHRCH 2021.  My Commission Expires: May 21, 2021  Resident of LHKE County, State of Indiana  ALEXA E MURRAY Seal Notary Public - State of Indiana

I affirm, under the penalties of perjury, that I have carefully redacted each and every Social Security number from this document unless required by law. David C. Appel

This Instrument prepared by David C. Appel, Attorney at Law, 2621B Chicago Street, Valparaiso, Indiana 46383 Mail to: Mary Kay Collins, c/o Attorney David C. Appel, 2621B Chicago Street, Valparaiso, Indiana 46383