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2022-501143
01/07/2022 12:32 PM
TOTAL FEES: 55.00
BY: JAS
PG #: 6

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
GINA PIMENTEL
RECORDER

REAL ESTATE MORTGAGE

This indenture witnesseth that: **MATTHEW T. CAMPBELL and INNA CAMPBELL**, Husband and Wife,
of **Carbondale, Colorado** as *Mortgagor*,
Mortgage and warrant to: FP LENDER, LLC, a Delaware Limited Liability Company,
With **an Office in Key Biscayne, Florida** as *Mortgagee*,
the following real estate in **Lake County, State of Indiana** to wit:

Legal Description: **LOT 5 IN TREES UNIT NO. 1, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 67 PAGE 26, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.**
Commonly known as: **10796 Green Pl, Crown Point, IN 46307**
Parcel Number: **45-17-06-451-004.000-054**

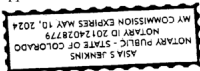
And all of the improvements and appurtenances thereof and rents and profits therefrom, to secure the payment, when the same shall become due, of the following indebtedness:

To secure payment of a Promissory Note of even date herewith in the principal sum of Three Hundred Seventy-Five Thousand (\$375,000.00) 00/100 Dollars, together with interest thereon at graduated interest rates as specified therein and all other sums which may become due thereunder, all in accordance with the accompanying Promissory Note. See Attached.

Additional Covenants: None

State of Colorado, County of Pi Kin ss: Dated this 20 day of Dec, 2021

Before me, the undersigned, a Notary Public in and for said County and State, this 30 day of Dec, 2021, personal appeared:



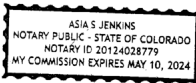
Matthew T. Campbell
MATTHEW T. CAMPBELL
Inna Campbell
INNA CAMPBELL

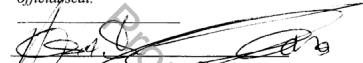


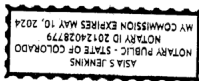
**FIDELITY NATIONAL TITLE
FNW2104064**

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And acknowledged their execution of this Mortgage. In witness whereof, I have hereunto Subscribed my name and affixed my official seal.




Signature
ASIA S. JENKINS
Printed Name



My Commission Expires: MAY 10, 2024
Resident of Pitkin County, Colorado

Please Return Recorded Mortgage to:

OF LENDER, LLC
799 Crandon Blvd. Apt. PH-1
Key Biscayne, FL 33149

With Copy to:

Matthew T. Campbell and Inna Campbell
10796 Green Pl
Crown Point, IN 46307

I affirm under the penalties of perjury that I have taken reasonable care to redact each Social Security number in this document, unless required by law and this document was prepared by Joseph C. Svetanoff, KOPKA PINKUS DOLIN P.C., 9801 Connecticut Drive, Crown Point, Indiana.

County of Lake County Recorder

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PROMISSORY NOTE

1. **FOR VALUE RECEIVED**, Matthew T. Campbell and Inna Campbell, Husband and Wife ("Borrowers") promise to pay to the order of FP Lender, LLC, a Delaware Limited Liability Company ("Holder"), the principal sum of Three Hundred Seventy-Five Thousand and 00/100 Dollars (\$375,000.00) (hereinafter referred to as the "Principal Sum"), which is being used by one or both of the Borrowers to purchase real estate described as:

Legal Description: LOT 5 IN TREES UNIT NO. 1, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 67 PAGE 26, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

Commonly known as: 10796 Green Pl, Crown Point, IN 46307

Parcel Number: 45-17-06-451-004.000-054

(hereinafter referred to as the "Subject Real Estate"). All sums due under this Promissory Note ("Note") will be payable by Borrowers to Holder at P.O. Box 845, Jupiter, FL 33468-0845, or at such other address or by such other means as to which Holder may notify Borrowers from time to time.

2. **INTEREST.** Borrowers understand and agree that the interest rate is as follows:
- * From the date that Holder wires the Principal Sum to the closing agent handling the closing ("Closing") pursuant to which Borrowers will acquire title to the Subject Real Estate, until the last day of the third (3rd) calendar month after Closing - an interest rate of four and one-half (4.5%) percent per annum;
 - * Starting on the first day of the fourth (4th) calendar month after Closing, through the last day of the sixth (6th) calendar month after Closing - an interest rate of five and one-half (5.5%) percent per annum;
 - * Starting on the first day of the seventh (7th) calendar month after Closing, through the last day of the ninth (9th) calendar month after Closing - an interest rate of six and one-half (6.5%) percent per annum; and
 - * Starting on the first day of the tenth (10th) calendar month after Closing and, except as provided below in the event of a "Default" (as defined below), continuing thereafter - an interest rate of eight (8.0%) percent per annum.

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- * Notwithstanding the foregoing, if a Default occurs, the interest rate, from and after such occurrence, shall be equal to ten (10.0%) percent per annum (the "Default Rate").

3. **PAYMENT.** Borrowers will pay the Holder interest ("Interest Payments") on the first day of each month following Closing, with such interest prorated on a daily basis based on (a) the then applicable interest rate per annum, (b) the actual number of days during which interest is due as aforesaid for the month (or partial month, as applicable) immediately prior to the date when each of such Interest Payments is due, and (c) the actual number of days in each applicable year. If there is no earlier "Acceleration" (as defined below), then the entire Principal Sum, together with all then accrued and unpaid interest, will be due and payable in full on December 31, 2022 (the Maturity Date").

4. **PREPAYMENT.** Borrowers will use their best efforts to prepay all sums due under this Note at the earliest date reasonably possible by diligently pursuing a refinancing of the loan ("Loan") evidenced by this Note with a third-party lender, and will keep Holder closely informed as to Borrowers' efforts to so refinance the Loan. Upon prior notice to Holder, Borrowers may make full or partial payments of the Principal Sum at any time before the Maturity Date without fees or penalty.

5. **BORROWERS' FAILURE TO PAY AS REQUIRED.**

a. **Late Charge for Overdue Payment.** If Borrowers fail to pay any of the Interest Payments within five (5) days after the due date thereof, then Borrowers will also pay a late fee of Twenty and 00/100 Dollars (\$20.00) a day, to defer the costs incurred by Holder administering the late payment, until such late payment is received in full by Holder.

b. **Default.** If Borrowers (a) fail to (i) make any payment due under this Note on time, or (ii) perform on time any of Borrowers' other obligations under this Note or the mortgage (the "Mortgage") securing Borrowers' obligations under this Note, and (b) does not cure all such failure(s) within ten (10) days after Holder gives written notice to Borrowers of such failure(s) ("Default Notice"), then Borrowers will be in default ("Default"). In the event of Default, the entire unpaid Principal Sum, all then accrued and unpaid interest, and all other sums due and payable pursuant to the terms of this Note and the Mortgage will at once become due and payable in full ("Acceleration"), with interest continuing thereafter to accrue at the Default Rate until Holder receives payment if full of all such sums. Holder may exercise any and all of its rights under this Note and

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the Mortgage in the event of Default regardless of any prior forbearance or delay in doing so, and no such prior forbearance or delay shall waive any of Holder's rights or impede Holder from pursuing them as and when Holder elects to do so. All costs incurred by Holder in pursuing its rights and remedies under this Note and the Mortgage must also be paid by Borrowers, including, but not limited to, Holder's attorneys' fees and costs in connection with such pursuits, and all such costs will also be payable under this Note and secured by the Mortgage until paid in full. All sums due under this Note and the Mortgage are fully recourse to Borrowers in all respects. Without limiting the generality of the foregoing, Holder's rights to collect all such sums due as aforesaid will not be limited to the net proceeds received by Holder in the foreclosure sale of the Mortgage or other disposition of the Subject Real Estate. Borrowers will remain fully liable for all deficiencies in sums due Holder as aforesaid until Holder receives payment in full of all sums due.

c. **Choice of Law.** This Note shall be construed and enforceable by Holder in accordance with the law of the State of Indiana, without reference to the rules thereof regarding conflicts of law. Borrowers hereby submit to the jurisdiction of the state and federal courts of Indiana in connection with all actions taken by Holder under this Note and the Mortgage.

6. **WAIVERS.** Borrowers hereby waive the rights of presentment, protest and notice of dishonor and nonpayment. "Presentment" shall mean the right to require Holder to demand payments or amounts due. "Notice of Dishonor" shall mean the right to require Holder to give notice to other persons that amounts due have not been paid.

7. **OBLIGATIONS OF PERSONS UNDER THIS NOTE.** If more than one (1) person executes this Note, each person executing the same is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay all amounts due under this Note and the Mortgage. Any person who is a guarantor, surety or endorser of this Note, or who assumes the obligations of this Note as a successor or assign, is also so obligated. Holder may enforce its rights under this Note against each person individually or jointly and severally. Borrowers hereby agree (a) to maintain at all times (i) the Subject Real Estate and all improvements thereon in good condition and (ii) title to the Subject Real Estate free and clear of all liens and claims except only for the Mortgage, (b) to pay all real estate and other taxes and fees relating to the Subject Real Estate promptly as they become due and payable, (c) to maintain at all times insurance on the Subject Real Estate and all improvements thereon as required by Holder, (d) that in the event of a casualty loss, all insurance proceeds will be paid to Holder in reduction of amounts due under this Note, and (e) to cause all insurance policies to so provide.

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8. **ASSIGNMENT AND TRANSFER.** Borrowers hereunder may not assign, transfer or sell its interest under this Note without Holder's prior written consent. If the Subject Real Estate or any interest therein or part thereof is transferred in any way by Borrowers without Holder's prior written consent, that will be an immediate Default without the need for any Default Notice thereof.

9. **EXTENSIONS AND AMENDMENTS.** No extension of the date when Interest Payments are due, nor of the Maturity Date, and no amendment of this Note or of the Mortgage or waiver of any obligation in either, will be effective in any way or for any purpose, unless and until such extension, amendment or waiver is memorialized in a written instrument signed by Holder and, if applicable, also by Borrowers.


10. **GIVING OF NOTICES.** The giving of notices as required or permitted by the terms of this Note and the Mortgage shall be effective when given via email at the following email addresses for each of the respective parties:

Borrowers: Matthew T. Campbell and Inna Campbell --
mcampbell@campbellaudiovideo.com

Holder: FP Lender, LLC - mark@dvcoglobal.com ; with a required copy to
kay@dvcoglobal.com

By signing below, we accept and agree to all of the terms and covenants contained within this Note and the Mortgage.

BORROWERS


Matthew T. Campbell

Dated: 12-30-21


Inna Campbell

Dated: 12.30.21