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THIS INSTRUMENT WAS PREPARED BY:
Mindaugus Mickevicius
2230 172nd Street
Lansing, IL 60438

MAIL TO:
Mindaugus Mickevicius
Fleetech, Inc.
2230 172nd Street
Lansing, IL 60438

GINA PIMENTEL
RECORDER
STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2023-009115

8:48 AM 2023 Mar 24

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on March 1, 2023

The mortgagor ("Borrower") is

Dainius Gabrenas
N8085 Baileys Blvd
New Lisbon, WI 53950
United States of America

The mortgagee ("Lender") is

Fleetech, Inc.
2230 I 72nd St.
Lansing IL 60438
United States of America

This Security Instrument is given to Fleetech, Inc.. by DAINIUS GABRENAS.

Borrower owes Lender the principal sum of **ONE MILLION DOLLARS and no cents (U.S. \$1,000,000.00)**.

This debt is evidenced by Borrower's installment Note dated the same date as this Security Instrument ("Note"), due and payable upon demand. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note;

(b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in Lake County, Indiana:

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(SEE ATTACHED LEGAL DESCRIPTION EXHIBIT "A")

Parcel ID# 45-05-32-227-012.000-004

which has the address of 7705 LAKESHORE DRIVE, GARY, IN 46403 ("Property Address"):

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

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

1. **Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.
2. **Funds for Taxes and Insurance.** Borrower shall pay when due all: (a) yearly taxes and assessments that may attain priority over this Security Instrument as a lien on the Property; (b) yearly hazard or property insurance premiums; (c) yearly flood insurance premiums,
3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.
4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property that may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or

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if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien that has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender-, (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien that may attain priority-over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property Insurance. 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 any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

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

Unless Lender and Borrower other-wise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument. whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use

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the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. **Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.** Borrower shall occupy, establish, and use the Property as Borrower's principal place of business after the execution of this Security Instrument and shall continue to use the Property as Borrower's principal place of business, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist that are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.
7. **Protection of Lender's Rights in the Property.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include

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paying any sums secured by a lien that has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.
9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemner offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, 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 Security Instrument, whether or not then due.

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Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

10. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.
11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.
12. Loan Charges. If the loan secured by this Security Instrument is subject to a law that sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower that exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower.
13. Assignment of Leases and Rents. Borrower assigns, grants, conveys, and warrants to Lender as additional security all the right, title, and interest in the following:
- (a) Existing or future leases and other written or verbal agreements for the use and occupancy of the Property, including but not limited to any extensions, renewals, modifications, or replacements ("Leases");
 - (b) Rents, issues, profits, and contract rights, and all rights and claims which Borrower may have that in any way pertain to or are on account of the use or occupancy of the whole or any part of the Property ("Rents").

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In the event any Leases or Rents are determined to be personal property, this Assignment will also be regarded as a security agreement. Borrower may collect, receive, enjoy and use the Rents so long as Borrower is not in default. Upon default, Borrower will receive any Rents in trust for Lender and Borrower will not commingle the Rents with any other funds. When Lender so directs, Borrower will endorse and deliver any payment of Rents from the Property to Lender. Amounts collected will be applied at Lender's discretion to the Debts, the costs of managing, protecting, valuing, appraising, and preserving the Property, and other necessary expenses. Borrower agrees that this Security Instrument is immediately effective between Borrower and Lender and effective as to third parties on the recording of this assignment. If Borrower fails to enforce compliance with the terms of any Lease, then Lender may, at its option, enforce compliance. Borrower will not assign or encumber the Leases or Rents without Lender consent. Lender does not assume or become liable for the Property's maintenance or other losses or damages when Lender acts to manage, protect or preserve the Property except where Lender is grossly negligent. Borrower will indemnify and hold Lender harmless against all liability, loss, or damage that Lender may incur when Lender opts to exercise any of its remedies against any party obligated under the Leases.

14. **Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.
15. **Governing Law; Severability.** This Security Instrument shall be governed by federal law and the law of the State of Indiana. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note that may be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.
16. **Borrower's Copy.** Borrower shall be given one conformed copy of the Note and of this Security Instrument.
17. **Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.
18. **Borrower's Right to Reinstate.** If Borrower meets certain conditions, Borrower shall have the right to

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have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums that then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. **Sale of Note; Change of Loan Servicer.** The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.
20. **Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials

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containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

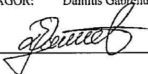
NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

21. Acceleration; Remedies. In the event of a default under this security instrument or the Installment Note or Borrowers breach of any Covenant or agreement in this Security Instrument, or otherwise, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.
22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.
23. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.
24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

MORTGAGOR: Dainius Gabrenus

By:



MORTGAGEE: FLEETECH, INC.

By: (signature)



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STATE OF ILLINOIS,

SS:

COUNTY OF COOK

I, CLAUDIA C ROCIO the undersigned, a Notary Public in and for said county and state, do hereby certify that

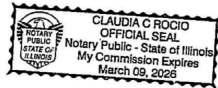
DANIELS GABRIELAS

personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 2nd day of February, 2023.

My commission expires: 03/09/2026

Claudia C Rocio Notary Public



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EXHIBIT A

Lots 9 and 10 and the East half of Lot 11 (including the South half of vacated Pine Avenue adjoining the North lines of said Lots) Block 27, Norcott's Addition to Indiana City, in the City of Gary, as shown in Plat Book 1, Page 14, in Lake County, Indiana

Parcel Number: 45-05-32-227-012.000.004

Commonly known as: 7705 Lake Shore Dr., Gary, Indiana 46403

Property of Lake County Recorder

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INSTALLMENT NOTE

\$1,000,000.00

Date: March 1, 2023

CREDITOR: FLEETECH, INC.
DEBTORS: WARM BREEZE RENTALS, LLC, a Wisconsin limited liability company
DAINIUS GABRENAS

FOR VALUE RECEIVED, Debtors, jointly and severally, promise to pay to the order of Creditor at 2230 172nd Street, Lansing, Illinois 60438, or such place as the Creditor may designate in writing, in accordance with the terms provided for herein, the principal sum of **ONE MILLION DOLLARS** (\$1,000,000.00), plus interest at a rate of **Eight Percent (8.0%)** per annum for months 1 - 12 following the date of this Installment Note, and **Twelve Percent (12.0%)** per annum for months 13 - 24 following the date of this Installment Note, with all sums being due, including principal, interest, and such other amounts owed hereunder, on or before March 1, 2025 (the "Maturity Date"). As used herein, Debtors shall refer to both Debtors, or either of them.

1. **PAYMENT SCHEDULE.** Interest shall accrue on the Principal commencing on the date of this Installment Note and Debtors agree to make payments shall be made as follows:

a. Interest payments for months 1 - 12 of this Installment Note, in the amount of \$80,000.00 shall be paid on March 1, 2024;

b. Interest payments for months 13 - 24 of this Installment Note, in the amount of \$10,000.00 per month shall be paid on the first date of each month commencing on April 1, 2024 with the last interest payment along with the principal sum being due on the Maturity Date.

2. **INTEREST AFTER DEFAULT.** After the Maturity Date, or upon any Event of Default hereunder, interest shall be charged at a rate equal to lesser of Twelve Percent (12%) per annum, or the highest rate permitted by Indiana law (the "Default Interest Rate") on such amounts due whether by acceleration or otherwise. Notwithstanding the foregoing, the interest rate will not exceed the maximum rate permitted by applicable law. The parties hereto acknowledge and agree that the debt represented by this Installment Note is commercial debt and not personal, household, or consumer debt.

3. **PREPAYMENT.** This Note may be fully prepaid without penalty by payment of the principal balance due at the time of said payment, accrued interest, and any other charges then due. This note may not be partially pre-paid and any payments on account of the indebtedness less than the full amount due under this Installment Note shall be applied to interest.

4. **DEFAULT.** Each of the following shall constitute an event of default ("Event of Default") under this Installment Note:

A. Debtors fail to make any payment when due;

B. Debtors fail to comply with or to perform any other term, obligation, covenant, or condition contained in this Installment Note or the Mortgage entered into between Debtors and Creditor contemporaneous with this Installment Note, or to comply with or to perform any other term, obligation, covenant, or condition contained in any other agreement between Creditor and Debtors;

C. Debtors default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Debtors' ability to repay this Installment Note or perform Debtors' obligations under this Installment Note and Mortgage;

D. Any warranty, representation, or statement made or furnished to Creditor by Debtors or on Debtors' behalf under this Installment Note or the Mortgage is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter;

E. The insolvency of Debtors, the appointment of a receiver for any part of a Debtors'

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property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Debtors;

F. A material adverse change occurs in either Debtors' financial condition, or Creditor reasonably believes the prospect of payment or performance of this Installment Note is impaired;

G. Creditor in good faith believes itself insecure.

5. **REMEDIES.** Debtors understand and agree that time is of the essence hereof and should any Event of Default occur in the performance of any of the terms, agreements, or covenants contained in this Installment Note then, at the option of the Creditor or holder hereof, the entire unpaid balance of said principal sum with interest accrued thereon and all other sums due from Debtors hereunder shall, without notice to Debtors, become immediately due and payable. Notwithstanding the foregoing, nothing in this Installment Note shall be construed as limiting Creditor's or subsequent holder's rights at law or equity under this Note. The remedies of the Creditor or holder hereof as provided in this Installment Note shall be cumulative and concurrent, and may be pursued singly, successively, or together against Debtors.

6. **WAIVER OF PRESENTMENT/NOTICE.** Debtors waive presentment for payment, demand, notice of nonpayment, notice of dishonor, protest of any dishonor, notice of protest, and protest of this Installment Note and all other notices in connection with the delivery, acceptance, performance, default, or enforcement of the payment of this Installment Note, and Debtors agree that Debtors' liability, except as expressly limited pursuant by the terms hereof, shall be joint and several, and unconditional without regard to the liability of any other party, and shall not in any manner be affected by any indulgence, extension of time, renewal, or modification granted or consented to by the Creditor or holder hereof; and Debtors each consent to any and all extensions of time, renewals, or modifications that may be granted by the Creditor or holder hereof with respect to the payment or other provisions of this Installment Note.

7. **NO WAIVER BY CREDITOR.** The Creditor or any holder hereof shall not be deemed by any act of omission or commission to waive any of its rights or remedies hereunder unless such waiver be in writing and signed by the holder hereof, and then only to the extent specifically set forth therein. A waiver of one event shall not be construed as continuing or as a bar to or waiver of such right or remedy of a subsequent event.

8. **SECURITY.** The payment of this Installment Note is secured by a Mortgage bearing an even date herewith, from Dairius Gabrenas to Creditor as mortgagee on real estate located at 7705 Lakeshore Drive, Gary, Indiana.

9. **ATTORNEYS' FEES.** If at any time or times hereafter the Creditor or the holder of this Installment Note employs counsel for advice with respect to this Installment Note, to pursue enforcement of the Installment Note and/or mortgage, or to initiate litigation, or in any suit or proceeding relating to this Installment Note and/or mortgage, then, in any such events, all of the reasonable attorneys' fees arising from such services and any expenses, costs and charges relating thereto shall be an additional liability owing hereunder by the undersigned to the Creditor or the holder of this Installment Note payable on demand.

10. **RULES OF INTERPRETATION/CHOICE OF LAW.** Whenever possible, each provision of this Installment Note shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Note shall be prohibited or invalid under such law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions of this Installment Note. This Installment Note shall be governed and controlled as to validity, enforcement, interpretation, construction, effect and in all other respects, by the statutes, laws, and decisions of the State of Indiana.

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11. **JURISDICTION AND VENUE.** This Note is submitted to the Creditor in the County of Lake, State of Indiana, and shall be deemed to have been made therein. The Debtors hereby consent and submit to the jurisdiction of any court located within the County of Lake, Indiana, and waives any right to transfer or change the venue of litigation brought against the Debtors hereunder.

12. **JURY WAIVER.** CREDITOR AND DEBTORS EACH IRREVOCABLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND AGAINST ANY RIGHTS UNDER OR IN CONNECTION WITH THIS NOTE, OR ANY AMENDMENT, INSTRUMENT, DOCUMENT, OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION HERewith, OR ARISING FROM ANY DISPUTE OR CONTROVERSY IN CONNECTION WITH OR RELATED TO THIS NOTE OR AMENDMENT TO SUCH, AND AGREE THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

Prior to signing this Installment Note, Debtors have read and understood all of the provisions of this Installment Note, including the interest rate provisions. Debtors agree to the terms of this Note and acknowledges receipt of a completed copy of this Installment Note. Electronic signatures shall be enforceable against Debtors.

IN WITNESS WHEREOF, the Debtors have executed this Installment Note as of the day and year first written above.

WARM BREEZE RENTALS, LLC

Signature: _____

Printed Name: DAINIUS GABRENAS

Title: _____

Address: 30 LAHANCH DR

City, State, Zip: LEMONT IL 60439

Telephone: 630 3986473

E-Mail: D.GABRENAS@GMAIL.COM

DAINIUS GABRENAS

Signature: _____

Printed Name: DAINIUS GABRENAS

Address: 30 LAHANCH DR

City, State, Zip: LEMONT IL 60439

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STATE OF ILLINOIS,

SS:

COUNTY OF COOK

I, Michael F. Tufano the undersigned, a Notary Public in and for said county and state, do hereby certify that

Darius Gabrenas

personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 2nd day of March 2023

My commission expires: 10/25/2026

Michael F. Tufano

Notary Public

