

GINA PIMENTEL  
RECORDER  
2024-020308  
STATE OF INDIANA  
LAKE COUNTY  
RECORDED AS PRESENTED 10:05 AM 2024 Aug 1

PROMISSORY NOTE

(The "Note"): \$26,000

Effective as of this March 22, 2024 (the "Effective Date"), Merrillville, Indiana, County of Lake.

FOR VALUE RECEIVED, Favela Homes LLC, an Indiana limited liability company ("Maker" or "Borrower") whose mailing address is 255 East 61<sup>st</sup> Avenue, Merrillville, Indiana 46410, promises to pay to the order of Kevall Capital, LLC, an Indiana limited liability company ("Holder" or "Lender") whose mailing address is 812 White Hawk Drive, Crown Point, Indiana 46307, at such address or at such other place or to such other party as the Holder of this Note may from time to time designate, the principal sum of Twenty six thousand and 00/100 Dollars (\$26,000), in lawful money of the United States, with interest on the principal balance from time to time remaining unpaid at the rate (the "Interest Rate") of twelve percent (12.00%) per annum on the unpaid principal balance from March 22, 2024, until paid.

TERMS, PROVISIONS AND CONDITIONS

- 1. **PAYMENTS.** Principal and interest will be payable as follows:  
This Note will be due in its entirety on March 22, 2025 (the "Maturity Date"), to be in a sum equal to the entire unpaid balance of principal and interest then due, plus any other sums due under this Note and Mortgage, as subsequently defined. Maker shall make a lump sum payment of all sums due at the time of payoff of this Note.
- 2. **PRE-PAYMENT PENALTY.** Maker, at its option, may pre-pay the outstanding balance or any portion thereof due under this Note without any penalty.
- 3. **COST OF COLLECTION AND DEFAULT RATE OF INTEREST.** In addition, Maker will pay to the holder of this Note (a) reasonable attorneys' fees incurred by the holder in the protection of any security for or the collection of any indebtedness documented by this Note; (b) costs of collection; and (c) during any period in which an event of default exists and/or any period of delinquency on any sum not paid when due under this Note, interest at a rate of twelve percent (12.00%) per annum (the "Default Rate").
- 4. **TIME OF THE ESSENCE.** Maker covenants and agrees that specific time periods have been established for performance by Maker, and that time is of the essence of this Note.
- 5. **APPLICATION OF PAYMENTS.** Each payment under this Note will be applied first to payment of any Loan Charges, then to the payment of interest which has accrued on the unpaid balance, and the remainder to the unpaid principal balance until the principal balance is paid in full.
- 6. **LOAN CHARGES.** At any time prior to or on the Maturity Date, Maker will pay a "Loan Charge" to Holder in the amount of seven hundred eighty 00/100 Dollars (\$780). In the event that such Loan Charge, the entire unpaid balance of principal and interest then due, plus any other sums due under this Note and the Mortgage are not paid on or before the Maturity Date, Maker will pay a second "Loan Charge" to Holder in the amount of seven hundred eighty 00/100 Dollars (\$780) as a penalty for its failure to pay all sums due to Holder on or before the Maturity Date.
- 7. **SECURITY.** This Note will be entitled to the benefits of and is secured by a certain REAL ESTATE MORTGAGE (the "Mortgage") with an effective date the same day as the effective date of this Note, executed and delivered by Maker to Holder.
- 8. **EVENTS OF DEFAULT.** The Holder of this Note may declare an Acceleration upon the occurrence of any of the following (each of which will constitute an event of default):
  - (i) a failure by Maker to pay when due any Loan Charge or interest required by this Note on or before ninety (90) days after the Maturity Date;
  - (ii) a failure by Maker to pay when due the principal required by this Note on or before ninety (90) days after the Maturity Date;
  - (iii) a default under or a failure to comply with any of the terms, conditions, agreements, or covenants of this Note on or before ninety (90) days after the Maturity Date; or
  - (iv) a default under or a failure to comply with any of the terms, conditions, agreements, or covenants of the Mortgage or any other security instrument which secures this Note, or any other document or agreement executed by Maker in

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connection with the indebtedness documented by this Note and a failure to cure such default after notice and/or within the applicable specified cure period, if any.

9. **WAIVER AND CONSENT.** Presentment, notice of dishonor and demand, valuation and appraisal, protest and diligence in collection and bringing suit are severally waived by Maker and each endorser or guarantor, each of whom also consents that the time for the payment of this Note, or of any installment under it, may be extended from time to time without notice by the Holder.
10. **NO WAIVER.** No waiver of any default or failure or delay to exercise any right or remedy by the Holder of this Note will operate as a waiver of any other default, or of the same default in the future, or of any right or remedy with respect to the same or any other occurrence.
11. **NOTICES.** Any notices to be given hereunder shall be deemed sufficiently given when actually served on the persons to be notified or placed in an envelope and deposited in the United States mail by certified mail, postage prepaid.  
If to Maker: 255 East 61<sup>st</sup> Avenue, Merrillville, Indiana 46410  
If to Holder: 812 White Hawk Drive, Crown Point, Indiana 46307  
Or to such other addresses as either Maker or Holder may from time to time specify for itself by notice in the manner specified in this paragraph.
12. **LEGAL TENDER.** This Note is negotiable and is payable in United States dollars.
13. **SUCCESSORS AND ASSIGNS.** To the extent that assignment is prohibited by the Mortgage, the obligation of Maker will be binding upon Maker and Maker's successors, assigns, and legal representatives and will inure to the benefit of Holder and Holder's successors, assigns, and legal representatives.
14. **GOVERNING LAW.** This Note is delivered to Holder in the State of Indiana and is executed under and will be governed by and construed according to the laws of the State of Indiana.
15. **INVALIDITY OF ANY PROVISION.** If any provision (or portion of it) of this Note or the application of it to any person or circumstance is or is determined to be invalid or unenforceable, then the remainder of this Note or the application of such provision (or portion of it) to any other person or circumstance will be valid and enforceable to the fullest extent permitted by law.
16. **CAPTIONS.** The captions or headings in this Note have been inserted solely for the convenience of reference and in no way define, limit, or describe the scope or substance of any provision of this Note.
17. **TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER.** If all or any part of the Property secured by the Mortgage, or any interest in the Property is sold, transferred or refinanced (or if Borrower is not a natural person and a beneficial Interest in Borrower is sold, transferred or refinanced) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by the Mortgage. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law. If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 11 within which Borrower must pay all sums secured by the Mortgage. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Note or the Mortgage without further notice or demand on Borrower.

This Note has been executed to be effective this \_\_\_\_\_.

Favela Homes LLC

By:   
Guillermo Fabela, Member

By:   
Cirilo Favela, Member

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KEY PROVISIONS SUMMARY			
Document Date:	3/22/2024		
Property:	3545 Revere Court, Lake Station, IN 46405		
Borrower:	Favela Homes, LLC		
Guarantor:	Cirilo Favela and Guillermo Favela		
Lender:	Kevall Capital, LLC		
Loan Amount:	\$26,000		
Origination Fee:	\$780		
Duration:	Days 1-180	Days 181-365	Days 366-456
Interest Rate:	12%	12%	12%
Interest Per Diem:	8.55	8.55	8.55
Maturity Date:	3/22/2025		
Extension Fee:	\$780		

Escrow Hold Back:	None
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## REAL ESTATE MORTGAGE

**This Indenture Witnesseth**, that Favela Homes LLC, an Indiana limited liability company (the "Mortgagor" or "Borrower") whose mailing address is 255 East 61<sup>st</sup> Avenue, Merrillville, Indiana 46410, **Mortgages and Warrants** to Kevall Capital, LLC, an Indiana limited liability company (the "Mortgagee" or "Lender") whose mailing address is 812 White Hawk Drive, Crown Point, Indiana 46307, the following described real estate in Lake County Indiana:

THE EAST ½ OF LOT 32 IN BLOCK 7 IN RESUBDIVISION OF GARDEN HOMES, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 23, PAGE 55, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

Commonly known as: 3545 Revere Court, Lake Station, IN 46405 (hereinafter referred to as the "Mortgaged Premises") together with all rights, privileges, interests, easements, hereditaments, appurtenances, fixtures and improvements now or hereafter belonging, appertaining, attached to, or used in connection with the Mortgaged Premises and all the rents, issues, income and profits thereof.

This Mortgage is given to secure the performance of the provisions hereof and the payment of a certain Promissory Note (the "Note") dated the date of this Mortgage in the principal amount of twenty six thousand 00/100 with interest and loan charges as therein provided together with all subsequent notes for the purchase of the real estate. Said principal, interest and loan charges are payable as follows: Mortgagor has promised to pay this debt in full not later than **March 22, 2025**, or incur an additional loan charge to extend final payment of the debt for 90 days thereafter.

The Mortgagor covenants and agrees with the Mortgagee that:

- 1. Payment of Indebtedness.** The Mortgagor shall pay when due all indebtedness secured by this Mortgage, on the dates and in the amounts, respectively as provided in the Note or in the Mortgage without relief from valuation and appraisement laws and with attorneys' fees
- 2. No Liens.** The Mortgagor shall not permit any lien of mechanics or materialmen to attach to and remain on the Mortgaged premises or any part thereof for more than 30 days after receiving notice thereof from the Mortgagee.
- 3. Repair of Mortgaged Premises; Insurance.** The Mortgagor shall keep the Mortgaged Premises in good repair and shall not commit waste thereon. The Mortgagor shall procure and maintain in effect at all times adequate insurance from an insurance company acceptable to the Mortgagee against loss, damage to, or destruction of the Mortgaged Premises because of fire, windstorm or other such hazards in such amounts as the Mortgagee may reasonably require from time to time, and all such insurance policies shall contain proper clauses making all proceeds of such policies payable to the Mortgagee and the Mortgagor as their respective interests may appear. All such policies of insurance shall be delivered to and retained by the Mortgagee until the indebtedness secured hereby is fully paid.
- 4. Taxes and Assessments.** The Mortgagor shall pay all taxes or assessments levied or assessments levied or assessed against the Mortgaged Premises or any part thereof, as and when the same become due and before penalties accrue.
- 5. Advancements to protect Security.** The Mortgagee may, at his option, advance and pay all sums necessary to protect and preserve the security intended to be given by this Mortgage. All sums so advanced and paid by the Mortgagee shall become a part of the indebtedness secured hereby and shall bear interest from the date or dates of payment at the rate of twelve percent (12.00%) per annum. Such sums may include but are not limited to insurance premiums, taxes, assessments and liens which may be or become prior and senior to this Mortgage as a lien on the Mortgaged Premises or any part thereof and all costs expenses and attorney's fees incurred by the Mortgagee in respect of any and all legal or equitable proceedings which relate to this Mortgage or to the Mortgaged Premises.
- 6. Default by Mortgagor; Remedies of Mortgagee.** Upon default by the Mortgagor in any payment provided for herein or in the Note or in the performance of any covenant or agreement of the Mortgagor hereunder, or if the Mortgagor shall abandon the Mortgaged Premises or if a trustee or receiver shall be appointed for the Mortgagor or for any part of the Mortgaged Premises except if said trustee or receiver is appointed in any bankruptcy action, then and in any such event the entire indebtedness secured hereby shall become immediately due and payable at the option of the



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Mortgagee without notice and this Mortgage may be foreclosed accordingly. Upon such foreclosure the Mortgagee may continue the abstract of title to the Mortgaged Premises, or obtain other appropriate title evidence, and may add the cost thereof to the principal balance due.

7. **Non-Waiver; Remedies Cumulative.** No delay by the Mortgagee in the exercise of any of his rights hereunder shall preclude the exercise thereof so long as the Mortgagor is in default hereunder and no failure of the Mortgagee to exercise any of his rights hereunder shall preclude the exercise thereof in the event of a subsequent default by the Mortgagor hereunder. The Mortgagee may enforce any one or more of his rights or remedies hereunder successively or concurrently.

8. **Extensions; Reductions; Renewals; Continued Liability of Mortgagor.** The Mortgagee at its option may extend the time for the payment of the indebtedness or reduce the payments thereon, or accept a renewal note or notes therefor without consent of any junior lien holder, and without the consent of the Mortgagor if the Mortgagor has then parted with the title to the Mortgaged Premises. No such extension, reduction or renewal shall affect the priority of this Mortgage or impair the security hereof in any manner whatsoever or release discharge or affect in any manner the personal liability of the Mortgagor to the Mortgagee.

9. **General Agreement of Parties.** All rights and obligations hereunder shall extend to and be binding upon the several heirs, representatives, successors and assigns of the parties to this Mortgage. When applicable, use of the singular form of any word shall also mean or apply to the plural, and use of the masculine form shall also mean and apply to the feminine or the neuter. The titles of the several paragraphs of this Mortgage are for convenience only and do not define limit or construe the contents of such paragraphs.

10. **Transfer of the Mortgaged Premises or a Beneficial Interest in Mortgagee.** If all or any part of the Mortgaged Premises secured by this Mortgage, or any interest in the Mortgaged Premises is sold, transferred or refinanced (or if Borrower is not a natural person and a beneficial interest in Borrower is sold, transferred or refinanced) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by the Mortgage. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law. If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 11 of the Note within which Borrower must pay all sums secured by the Mortgage. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Note or the Mortgage without further notice or demand on Borrower.

IN WITNESS WHEREOF, the Mortgagor has executed this Mortgage this MARCH 22, 2024

Favela Homes LLC

By:   
Guillermo Fabela, Member

By:   
Cirilo Favela, Member

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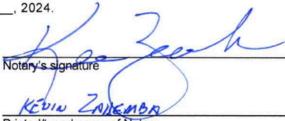
State of Indiana )  
                          ) ss:  
County of Lake    )

Before me the undersigned, a Notary Public in and for said County and State, personally appeared the within named Members of Favela Homes LLC, an Indiana limited liability company, Guillermo Fabela and Cirilo Favela, who acknowledged the execution of the foregoing Mortgage and who having been duly sworn stated that the representations therein contained are true.

WITNESS my hand and Seal this 22 day of March, 2024.

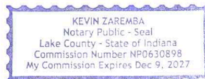
My Commission Expires: 12/9/27

County of residence: LAKE

  
\_\_\_\_\_  
Notary's signature  
KEVIN ZAREMBO  
\_\_\_\_\_  
Printed/typed name of Notary

**This instrument was prepared by:**

Michael T. O'Donnell  
Kevail Capital, LLC  
812 White Hawk Dr.  
Crown Point, IN 46307



**Property Address:**

3545 Revere Court  
Lake Station, Indiana 46405

"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." KO  
PREPARED BY: \_\_\_\_\_

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PERSONAL GUARANTY

THIS PERSONAL GUARANTY (this "Guaranty") is made as of the 22<sup>nd</sup> day of March, 2024 by Cirilo Favela ("Guarantor") to and for the benefit of Kevali Capital, LLC, an Indiana limited liability company ("Beneficiary").

1. Guaranty. In consideration of and as an inducement to Beneficiary to enter into that certain Promissory Note and Mortgage, dated as of the date hereof, with Favela Homes LLC, an Indiana limited liability company (the "Company"), Guarantor hereby absolutely, unconditionally and irrevocably guarantees to Beneficiary (collectively, the "Obligations"): (a) the full and prompt payment when due, whether at stated maturity or by acceleration or otherwise, and at all times thereafter, of the indebtedness and other obligations of the Company to Beneficiary evidenced by that certain Promissory Note, dated as of the date hereof; and (b) the payment of all Enforcement Costs (as hereinafter defined).

2. Remedies. This Guaranty is an absolute, irrevocable, present and continuing guaranty of payment and performance and not merely a guaranty of collection. Guarantor agrees, on demand by Beneficiary, to pay all Obligations then due. In any action to enforce any of the Obligations, Beneficiary, at its election, may proceed against Guarantor with or without: (i) joining the Company in any such action; (ii) commencing any action against or obtaining any judgment against the Company; or (iii) commencing any proceeding to enforce or realize upon any collateral or other security which may be given to secure the Company's obligations, or to obtain any judgment, decree or foreclosure sale with respect thereto.

3. Return of Payments. Guarantor agrees that, if at any time all or any part of any payment theretofore applied by Beneficiary is rescinded or returned by Beneficiary for any reason whatsoever (including, without limitation, the insolvency, bankruptcy, liquidation or reorganization of any party), such Obligations shall, for the purposes of this Guaranty, be deemed to have continued in existence to the extent of such payment, notwithstanding such application by Beneficiary, and this Guaranty shall continue to be effective or be reinstated, as the case may be, as to such Obligations, all as though such payment had never been made.

4. Enforcement Costs. If: (i) this Guaranty is placed in the hands of an attorney for enforcement or collection or is enforced or collected through any legal proceeding; or (ii) an attorney is retained to represent Beneficiary in any proceeding (including, without limitation, any bankruptcy, reorganization, receivership or other proceeding affecting creditors' rights) involving a claim under or related to the Company or this Guaranty, then the Guarantor shall pay to Beneficiary, upon demand, all attorneys' fees, costs and expenses, including, without limitation, court costs and filing fees, and all other costs and expenses incurred in connection therewith (all of which are referred to herein as "Enforcement Costs"), in addition to all other amounts due hereunder.

5. Governing Law; Interpretation. This Guaranty has been negotiated, executed and delivered in Lake County, Indiana and shall be governed by the laws of the State of Indiana without reference to the conflicts of law principles of that State. The headings of Sections in this Guaranty are for convenience only and shall not be construed in any way to limit or define the content, scope or intent of the provisions hereof. As used in this Guaranty, the singular shall include the plural, and masculine, feminine and neuter pronouns shall be fully interchangeable where the context so requires. If any provision of this Guaranty, or any paragraph, sentence, clause, phrase or word, or the application thereof, in any circumstances, is adjudicated by a court of competent jurisdiction to be invalid, the validity of the remainder of this Guaranty shall be construed as if such invalid part were never included herein. Time is of the essence of this Guaranty. All payments to be made hereunder shall be made in currency and coin of the United States of America.

6. Successors and Assigns. This Guaranty shall bind Guarantor and his heirs, assigns, successors, executors, administrators and legal and personal representatives. Regardless of whether this Guaranty is executed by more than one person or entity, it is agreed that the undersigned's liability hereunder is several and independent of any other guaranties or other obligations at any time in effect with respect to the Obligations or any part thereof and that each Guarantor's liability hereunder may be enforced regardless of the existence, validity, enforcement or non-enforcement of any such other guaranties or other obligations.

7. Consent to Jurisdiction. Guarantor hereby irrevocably and unconditionally consents to submit to the exclusive jurisdiction of the courts of the State of Indiana and of the United States, in each case located in the County of Lake, for any litigation arising out of or relating to this Guaranty. Guarantor hereby irrevocably and unconditionally waives any objection to the laying of venue of any litigation arising out of this Agreement or the transactions contemplated hereby in the courts of the State of Indiana or the United States, in each case located in the County of Lake, and hereby further irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such litigation brought in any such court has been brought in an inconvenient forum.

8. Notices. Any notice, demand or other communication which is given hereunder shall be in writing and shall be deemed given either (i) if and when personally delivered, (ii) on the fifth (5<sup>th</sup>) business day after being deposited in the United

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States registered or certified mail, postage prepaid, addressed to the intended recipient at its address set forth below or to such other address as such intended recipient may have designated by notice furnished in accordance herewith, or (iii) the first business day after being deposited with a nationally recognized overnight air courier service, addressed to the intended recipient at its address set forth below or to such other address as such intended recipient may have designated by notice furnished in accordance herewith:

If to Beneficiary: 812 White Hawk Drive  
Crown Point, Indiana 46307

If to Guarantor: 255 East 61<sup>st</sup> Avenue  
Merrillville, Indiana 46410

IN WITNESS WHEREOF, Guarantor has executed and delivered this Guaranty as of the date and year first specified above.

**GUARANTOR:**

  
\_\_\_\_\_  
Guillermo Fabela

Property of Lake County Recorder

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PERSONAL GUARANTY

THIS PERSONAL GUARANTY (this "Guaranty") is made as of the 22<sup>nd</sup> day of March, 2024, by Cirlo Favela ("Guarantor") to and for the benefit of Keavill Capital, LLC, an Indiana limited liability company ("Beneficiary").

1. Guaranty. In consideration of and as an inducement to Beneficiary to enter into that certain Promissory Note and Mortgage, dated as of the date hereof, with Favela Homes LLC, an Indiana limited liability company (the "Company"), Guarantor hereby absolutely, unconditionally and irrevocably guarantees to Beneficiary (collectively, the "Obligations"): (a) the full and prompt payment when due, whether at stated maturity or by acceleration or otherwise, and at all times thereafter, of the indebtedness and other obligations of the Company to Beneficiary evidenced by that certain Promissory Note, dated as of the date hereof; and (b) the payment of all Enforcement Costs (as hereinafter defined).

2. Remedies. This Guaranty is an absolute, irrevocable, present and continuing guaranty of payment and performance and not merely a guaranty of collection. Guarantor agrees, on demand by Beneficiary, to pay all Obligations then due. In any action to enforce any of the Obligations, Beneficiary, at its election, may proceed against Guarantor with or without: (i) joining the Company in any such action; (ii) commencing any action against or obtaining any judgment against the Company; or (iii) commencing any proceeding to enforce or realize upon any collateral or other security which may be given to secure the Company's obligations; or to obtain any judgment, decree or foreclosure sale with respect thereto.

3. Return of Payments. Guarantor agrees that, if at any time all or any part of any payment theretofore applied by Beneficiary is rescinded or returned by Beneficiary for any reason whatsoever (including, without limitation, the insolvency, bankruptcy, liquidation or reorganization of any party), such Obligations shall, for the purposes of this Guaranty, be deemed to have continued in existence to the extent of such payment, notwithstanding such application by Beneficiary, and this Guaranty shall continue to be effective or be reinstated, as the case may be, as to such Obligations, all as though such payment had never been made.

4. Enforcement Costs. If: (i) this Guaranty is placed in the hands of an attorney for enforcement or collection or is enforced or collected through any legal proceeding; or (ii) an attorney is retained to represent Beneficiary in any proceeding (including, without limitation, any bankruptcy, reorganization, receivership or other proceeding affecting creditors' rights) involving a claim under or related to the Company or this Guaranty, then the Guarantor shall pay to Beneficiary, upon demand, all attorneys' fees, costs and expenses, including, without limitation, court costs and filing fees, and all other costs and expenses incurred in connection therewith (all of which are referred to herein as "Enforcement Costs"), in addition to all other amounts due hereunder.

5. Governing Law; Interpretation. This Guaranty has been negotiated, executed and delivered in Lake County, Indiana and shall be governed by the laws of the State of Indiana without reference to the conflicts of law principles of that State. The headings of Sections in this Guaranty are for convenience only and shall not be construed in any way to limit or define the content, scope or intent of the provisions hereof. As used in this Guaranty, the singular shall include the plural, and masculine, feminine and neuter pronouns shall be fully interchangeable where the context so requires. If any provision of this Guaranty, or any paragraph, sentence, clause, phrase or word, or the application thereof, in any circumstances, is adjudicated by a court of competent jurisdiction to be invalid, the validity of the remainder of this Guaranty shall be construed as if such invalid part were never included herein. Time is of the essence of this Guaranty. All payments to be made hereunder shall be made in currency and coin of the United States of America.

6. Successors and Assigns. This Guaranty shall bind Guarantor and his heirs, assigns, successors, executors, administrators and legal and personal representatives. Regardless of whether this Guaranty is executed by more than one person or entity, it is agreed that the undersigned's liability hereunder is several and independent of any other guaranties or other obligations at any time in effect with respect to the Obligations or any part thereof and that each Guarantor's liability hereunder may be enforced regardless of the existence, validity, enforcement or non-enforcement of any such other guaranties or other obligations.

7. Consent to Jurisdiction. Guarantor hereby irrevocably and unconditionally consents to submit to the exclusive jurisdiction of the courts of the State of Indiana and of the United States, in each case located in the County of Lake, for any litigation arising out of or relating to this Guaranty. Guarantor hereby irrevocably and unconditionally waives any objection to the laying of venue of any litigation arising out of this Agreement or the transactions contemplated hereby in the courts of the State of Indiana or the United States, in each case located in the County of Lake, and hereby further irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such litigation brought in any such court has been brought in an inconvenient forum.

8. Notices. Any notice, demand or other communication which is given hereunder shall be in writing and shall be deemed given either (i) if and when personally delivered, (ii) on the fifth (5<sup>th</sup>) business day after being deposited in the United

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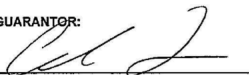
States registered or certified mail, postage prepaid, addressed to the intended recipient at its address set forth below or to such other address as such intended recipient may have designated by notice furnished in accordance herewith, or (iii) the first business day after being deposited with a nationally recognized overnight air courier service, addressed to the intended recipient at its address set forth below or to such other address as such intended recipient may have designated by notice furnished in accordance herewith:

If to Beneficiary: 812 White Hawk Drive  
Crown Point, Indiana 46307

If to Guarantor: 255 East 61<sup>st</sup> Avenue  
Merrillville, Indiana 46410

IN WITNESS WHEREOF, Guarantor has executed and delivered this Guaranty as of the date and year first specified above.

GUARANTOR:

  
\_\_\_\_\_  
Cirilo Favela

Property of Lake County Recorder