



**NAILAH K. BYRD**  
**CUYAHOGA COUNTY CLERK OF COURTS**  
1200 Ontario Street  
Cleveland, Ohio 44113

**Court of Common Pleas**

**New Case Electronically Filed: COMPLAINT**  
**October 26, 2022 11:31**

By: NICHOLAS WEISS 0090799

Confirmation Nbr. 2686752

JONATHAN WELIN

CV 22 970441

vs.

ASKREN INVESTMENTS LLC, ET AL

**Judge:** NANCY MARGARET RUSSO

**Pages Filed:** 21

IN THE COURT OF COMMON PLEAS  
CUYAHOGA COUNTY, OHIO  
GENERAL DIVISION

Jonathan Welin  
220 Avenida Lobeiro Apt A  
San Clemente, CA 92672

Plaintiff

-vs.-

Brad Askren  
26895 Alison Creek Road B600  
Aliso Viejo, CA 92656

-and-

Askren Investments, LLC  
c/o Registered Agents Inc.  
6545 Market Ave. North Ste 100  
North Canton, OH 44721

Defendants.

Case No.

Judge

**COMPLAINT ON PROMISSORY NOTE**

Plaintiff, Jonathan Welin, hereby states for their Complaint against

Defendants, Brad Askren and Askren Investments LLC, as follows:

1. Plaintiff, Jonathan Welin, is an individual residing at 220 Avenida Lobeiro Apt A, San Clemente CA 92676.

2. Defendant, Brad Askren, is an individual residing at 26895 Aliso Creek Road B600, Aliso Viejo CA 92656, and is the sole member of Defendant, Askren Investments LLC.
3. Defendant, Askren Investments LLC, is a foreign limited liability corporation doing business in the state of Ohio and in Cuyahoga County.
4. Venue is proper in Cuyahoga County, Ohio, as the transaction discussed herein concerns Defendant's actions in purchasing real property in Cuyahoga County, pursuant to Ohio Civ. R. 3(C).

#### **RELEVANT FACTS**

5. On or about February 23, 2021, Defendant, Askren Investments LLC, executed and delivered a Mortgage Note as and for the property located at 6014 Hillman Avenue, Cleveland Ohio 44131 (the "Property"). Ex. 1, *Mortgage*.
6. On or about February 25, 2021, Defendant, Brad Askren, executed and delivered to Plaintiff a personal guarantor note (the "Note"), a copy of which is hereto attached as Exhibit 2, *Personal Guaranty*.
7. Defendant Askren acts as sole member and owner of Defendant Askren Investments LLC.
8. The Mortgage was not recorded with the Cuyahoga County Fiscal Office before Defendant Askren Investments LLC subsequently sold the Property to a third-party purchaser.

9. The Note was signed by Defendant, Brad Askren, in his personal capacity.

**COUNT ONE: BREACH OF GUARANTY**

10. Plaintiff realleges and incorporates the foregoing as if fully rewritten herein.

11. Defendant, Brad Askren, signed the Guarantor Note in his personal capacity on February 25, 2021. Ex. 1.

12. Defendants, jointly and severally, owe to Plaintiff the sum of \$62,000.00, plus interest in the amount of \$6,200.00, for a total sum of \$68,200.00, and costs.

13. Plaintiff states that as of the date of filing of this Complaint, there has been no action by Defendant in bankruptcy that would discharge the Note.

WHEREFORE, Plaintiff demands judgment against Defendant for the sum of \$68,200.00, plus interest and costs; and for such other relief to which he may be entitled in law or equity.

By: /s/ Nicholas Weiss

Nicholas P. Weiss, Esq. (#0090799)

N.P. Weiss Law

3091 Mayfield Road #320

Cleveland Heights, OH 44118

(216) 417-5111

[nick@npweisslaw.com](mailto:nick@npweisslaw.com)

Attorney for Plaintiff

**EXHIBIT**

1

exhibitster.com

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Space reserved for Auditor, Engineer and Recorder

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**MORTGAGE**

THIS MORTGAGE IS THE MORTGAGE REFERRED TO IN THE REAL ESTATE PURCHASE AGREEMENT DATED 2/25/21 BETWEEN MORTGAGOR AND MORTGAGEE ("**AGREEMENT**"). THE AGREEMENT IS INCORPORATED HEREIN BY REFERENCE TO THE EXTENT NECESSARY TO PROVIDE MORTGAGEE WITH ALL OF THE REMEDIES AND PROTECTIONS AFFORDED THEREBY. CAPITALIZED TERMS NOT DEFINED IN THIS MORTGAGE SHALL HAVE THE MEANING ASSIGNED TO SUCH TERMS IN THE AGREEMENT.

This Mortgage ("**Mortgage**") is made and entered into on 2/25/21, by and between Jonathan Welin, whose address is 220 Avenida Lobeiro Apt A San Clemente, Ca 92672 ("**Mortgagor**") and Askren Investments LLC, whose address is 26895 Aliso Creek Road B600 Aliso Viejo, CA 92656 ("**Mortgagee**"), with reference to the following facts:

Pursuant to the terms of this Agreement, Mortgagor delivered to Mortgagee a certain promissory note in the total amount of 68,200 ("**Note**"). This Mortgage is executed and delivered to Mortgagee pursuant to the terms and conditions of the Note.

Therefore This Mortgage Secures To Mortgagee:

A. Mortgagor's repayment to Mortgagee of the total sum of \$68,200 as evidenced by the Note together with all interest and late charges accrued thereon, and any

renewals, extensions, amendments, replacements and modifications thereof;

B. Mortgagor's payment of all other sums with interest accrued thereon, advanced in accordance with this Mortgage to protect the security of this Mortgage and the reasonable attorney fees and legal expenses incurred by Mortgagee in the enforcement of this Mortgage and disposition and sale of the Mortgaged Property; and,

C. The performance of Mortgagor's obligations, covenants and agreements under this Mortgage, the Agreement, the Note and the other Loan Documents.

The above items A through C sometimes collectively referred to herein as "*Obligations*" or "*the Obligations*".

Now Therefore, in consideration of Mortgagee's extension of a loan to Mortgagor in the total sum of ~~\$68,200~~ and to secure Mortgagor's repayment of said sums and performance of the Obligations as evidenced by this Mortgage and the Note, the Mortgagor does hereby give, grant, bargain, sell and convey unto Mortgagee with mortgage covenants the real property described in Exhibit A attached hereto and incorporated herein by reference ("*Real Property*").

Together With any and all buildings and improvements erected or hereinafter erected on the Real Property.

Together With any and all fixtures, and all machinery, equipment, and other articles of property, whether real estate or not, now or at any time hereafter attached to or situated in or upon, and used or useful in the operation of the Real Property or the buildings and improvements erected or hereafter erected thereupon or of any business now or hereafter operated by the owner or any occupant of the Real Property or any part thereof.

Together With all building material, fixtures, machinery, and equipment delivered on site to the Real Property during the course of construction of any buildings or improvements or thereafter, if intended for addition thereto, or incorporation therein or thereon, or if suitable for any such use.

Together With all and singular the tenements, hereditaments, and appurtenances belonging to the Real Property or any part thereof, or in anywise appertaining thereto (including but not limited to all income, rents, leases and profits arising therefrom) all streets, alleys, passages, ways, rights of way, easements, watercourses, building and joining permits, all other rights, liberties, and privileges of whatsoever kind or character, the reversions and remainders, and all the estate, right, title, interest, property, possession,

claim and demand whatsoever, as well at law as in equity, of Mortgagor, in and to all of the foregoing or any or every part thereof.

(Said land, buildings, improvements, fixtures, machinery, equipment, tenements, improvements, appurtenances, income, rents, leases, profits, easements and other property interests being hereinafter collectively referred to herein as "***Mortgaged Property***").

To Have and To Hold the Mortgaged Property unto the Mortgagee, its successors and assigns forever.

Mortgagor hereby further covenants with Mortgagee as follows:

1. **Mortgage Covenants:** The Mortgagor covenants with the Mortgagee and its, assigns and successors, that Mortgagor is lawfully seized in fee simple of the Mortgaged Property; that the Mortgaged Property is free from all encumbrances other than the Permitted Exceptions; that the Mortgagor has good right to sell and convey the same; and that Mortgagor will warrant and will defend the same to the Mortgagee and its assigns and successors, forever, against the lawful claims and demands of all persons.
2. **Statutory Condition:** This Mortgage is given upon the Statutory Condition described in Ohio Revised Code Section 5302.12-.14. Except as otherwise specifically stated in this Mortgage, the Note, the Agreement or any other Loan Document, Statutory Condition shall mean, that if the Mortgagor, or Mortgagor's assigns, or successors, shall pay unto the Mortgagee or its, assigns or successors, the principal amount and interest secured by this Mortgage, and shall perform all other Obligations, and until such payment and performance shall pay when due and payable all taxes and assessments on the Mortgaged Property, shall keep the buildings on the Mortgaged Property insured against fire and other hazards commonly known as extended coverage risks in a sum not less than the amount secured by this Mortgage or as otherwise provided herein for the benefit of the Mortgagee and its assigns, and successors, in a company or companies authorized to write insurance business in the State of Ohio and acceptable to the Mortgagee and shall pay all premiums therefor, and deliver all policies therefor to the Mortgagee or its assigns, or successors, and, at least ten days before the expiration of any such policy on the Mortgaged Property, shall deliver to Mortgagee a new and sufficient policy to take the place of the one so expiring; and shall not commit or suffer any waste of the Mortgaged Property or any breach of any covenant contained in this Mortgage, the Note, the Agreement or any other Loan Document, then this Mortgage shall be void.
3. **Insurance Obligation:** Mortgagor will procure, deliver to, and maintain for the benefit of Mortgagee during the continuance of this Mortgage and until the same is fully satisfied and released, a policy or policies of insurance insuring the buildings and

improvements now existing or hereinafter erected on the Mortgaged Property against loss or damage by fire, lightning, windstorm, hail, explosion, riot, civil commotion, vehicles, smoke, and such other hazards, casualties, and contingencies as Mortgagee may designate. All policies of insurance required hereunder shall be in such form and companies, as Mortgagee may accept in an amount equal to the total amount secured by this Mortgage or such lesser amount acceptable to Mortgagee and shall contain the Ohio standard or other mortgagee clause acceptable to Mortgagee, with loss payable to Mortgagor and Mortgagee as their interests may appear. Mortgagor will promptly pay when due any premiums on any policy or policies of insurance required hereunder, and will deliver to Mortgagee renewals of such policy or policies at least ten days prior to the expiration date(s) thereof. Upon Mortgagor's failure to comply with the requirements of this paragraph, Mortgagee may, in its discretion, effect any insurance required hereunder and pay the premiums due therefor, and any amounts so paid by Mortgagee shall become immediately due and payable by Mortgagor with interest at the rate then in effect under the Note. In the event of any loss or damage, Mortgagor will give prompt notice thereof to Mortgagee. All proceeds of insurance in the event of such loss or damage shall be payable jointly to the Mortgagor, or Mortgagor's heirs, successors and assigns, and the Mortgagee its successor and assigns. All funds will be utilized by Mortgagor to the extent necessary to restore the Mortgaged Property to substantially the same condition as the Mortgaged Property existed prior to the loss or damage, unless the Mortgagor shall elect not to do so. In the latter event, Mortgagee shall then apply the proceeds to the Obligations and the balance, if any, shall be paid to Mortgagor.

**4. Payment of Taxes and Other Charges:** Mortgagor shall pay all real estate taxes, water and sewer rents, other similar claims and liens assessed or which may be assessed against the Mortgaged Property or any part thereof, without any deduction, defalcation, or abatement, not later than five days before the date on which such taxes, water and sewer rents, claims and liens commence to bear interest or penalties, and not later than such dates, shall produce to Mortgagee receipts for the payment thereof in full and shall pay every other tax, assessment, claim, lien or other encumbrances which may at any time be or become a lien upon the Mortgaged Property prior to the lien of this Mortgage; provided, however, that if Mortgagor shall in good faith, and by proper legal action, contest any such taxes, claims, liens, encumbrances, or other charges, or the validity thereof, and shall have established on Mortgagor's books or by deposit of cash with Mortgagee (as Mortgagee may elect), a reserve for the payment thereof in such amount as Mortgagee may require, the Mortgagor shall not be required to pay the same, or to produce such receipts, during the maintenance of said reserve and so long as such contest operates to prevent collection, and is maintained and prosecuted with diligence, and shall not have been terminated or discontinued adversely to Mortgagor. Upon Mortgagor's failure to comply with the requirements of this paragraph, Mortgagee may, in its discretion, pay such taxes and other charges, and any amounts so paid by Mortgagee shall



become immediately due and payable by Mortgagor, with interest at the rate then in effect under the Note.

**5. Advances to Pay Taxes, Assessments, Insurance Premiums, and to Protect The Mortgaged Property:** In addition to any other debt or obligation secured hereby, this Mortgage shall also secure unpaid balances of advances made, plus interest thereon at the rate then in effect under the Note, by Mortgagee with respect to the Mortgaged Property, for the payment of taxes, assessments, insurance premiums, or costs incurred for the protection of the Mortgaged Property.

**6. Condemnation:** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Mortgaged Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Mortgagee. In the event of a total taking of the Mortgaged Property, the proceeds shall be applied to the Obligations, with the excess, if any, paid to Mortgagor. In the event of a partial taking of the Mortgaged Property, unless Mortgagor and Mortgagee otherwise agree in writing, there shall be applied to the Obligations such proportion of the proceeds as is equal to that proportion which the amount of the Obligations immediately prior to the date of taking bears to the fair market value of the Mortgaged Property immediately prior to the date of taking, with the balance of the proceeds paid to Mortgagor. If the Mortgaged Property is abandoned by Mortgagor, or if, after notice by Mortgagee to Mortgagor that the condemnor offers to make an award or settle a claim for damages, Mortgagor fails to respond to Mortgagee within thirty days after the date such notice is mailed, Mortgagee is authorized to collect and apply the proceeds, at Mortgagee's option, either to restoration or repair of the Mortgaged Property or to the Obligations. Unless Mortgagee and Mortgagor otherwise agree in writing, any such application of proceeds shall not extend or postpone the due date of the Obligations or change the amount due thereon.

**7. Compliance With Ordinances:** Mortgagor shall comply with any municipal ordinance or regulation affecting the Mortgaged Property within the later of thirty days after notice thereof, as required under the applicable notice or as otherwise agreed to with the municipality; provided, however, that if Mortgagor shall in good faith, and by proper legal action, contest any such ordinance or regulation, or the validity thereof, then Mortgagor shall not be required to comply therewith so long as such contest operates to prevent enforcement, and is maintained and prosecuted with diligence, and shall not have been terminated or discontinued adversely to Mortgagor.

**8. Power and Authority:** Mortgagor covenants that Mortgagor has full power and authority to enter into this Mortgage and to incur the Obligations provided for herein and therein. No consent or approval of any governmental or administrative

authority, instrumentality, or agency is required as a condition to the validity of this Mortgage.

**9. Transfer of Title by Mortgagor:** Any transfer by sale, gift, devise, operation of law, or otherwise of or the creation of any Lien by operation of law or otherwise on all or any portion of the Mortgaged Property shall have the same consequences as a Default hereunder, and upon such transfer or Lien, Mortgagee, without prior notice or the elapse of any period of grace or the right to cure, shall have the right to declare all sums secured hereby immediately due and payable, and, Mortgagee shall have the right to exercise all remedies provided in this Mortgage, the Note, the Agreement and the other Loan Documents or otherwise at law or in equity.

**10. Default:** The following shall constitute Default hereunder:

- (a) The failure to pay any amount due under the Note when the same is payable;
- (b) The failure to pay any other sums required to be paid in the Note, this Mortgage, the Agreement or any other Loan Document when the same is payable;
- (c) The failure to perform any covenant or agreement contained in the Note, the Agreement, this Mortgage or any other Loan Document;
- (d) The occurrence of any Default as defined in the Note, the Agreement or any other Loan Document;
- (e) Transfer of or Lien on any part of the Mortgaged Property as prohibited by paragraph 9 hereof.

**11. Remedies for Default:** Upon the happening of any Default, the entire unpaid balance of the Obligations shall, at the option of Mortgagee, become immediately due and payable without notice or demand, notice being hereby expressly waived, and in the case of any Default Mortgagee may forthwith:

- (a) **Foreclosure:** Institute an action of Mortgage foreclosure, or take such other action, as the law may allow, at law or in equity, for the enforcement of this Mortgage and realization on the Mortgage security or any other security which is herein or elsewhere provided for, and proceed thereon to final judgment and execution thereon for the entire unpaid balance of the Obligations, with interest at the rate then in effect under the Note to the date of Default and thereafter together with all other sums secured by this Mortgage, all costs of suit, interest at the rate then in effect under the Note or any judgment obtained by Mortgagee from and after the date of any Sheriff's Sale of the Mortgaged Property (which

may be sold in one parcel or in such parcels, manner, or order as Mortgagee shall elect) until actual payment is made by the Sheriff of the full amount due Mortgagee; and,

(b) **Possession and Receivership**: Enter into possession of the Mortgaged Property, with or without legal action, and by force if necessary; lease the same; collect all rents and profits therefrom and, after deducting all costs of collection and administration and expense, apply the net rents and profits to the payment of taxes, water and sewer rents, charges and claims, insurance premiums, and all other carrying charges (including but not limited to agents' compensation and fees and costs of counsel and receivers) and to the maintenance, repair, or restoration of the Mortgaged Property, or on account and in reduction of the Obligations, in such order and amounts as Mortgagee in Mortgagee's sole discretion may elect; and have a receiver appointed without the requirement to post bond to enter into possession of the Mortgaged Property collect the rents and profits therefrom, and apply the same as the court may direct. Mortgagee shall be liable to account only for rents and profits actually received by Mortgagee. For such purposes Mortgagor hereby authorizes any attorney of any court of record to appear for Mortgagor to sign an agreement for entering an amicable action of ejectment for possession of the Mortgaged Property, and to confess judgment therein against Mortgagor in favor of Mortgagee, whereupon a writ may forthwith issue for the immediate possession of the Mortgaged Property, without any prior writ or proceeding whatsoever; and for so doing this Mortgage or a copy hereof verified by affidavit shall be a sufficient warrant.

(c) **Other Remedies**: Exercise any and all other rights and remedies provided by law or in the Agreement, the Note or any other Loan Document.

12. **Notice**: A notice which is mailed by certified mail to Mortgagor or to the person or persons who are then the owner or owners of the Mortgaged Property at the address listed herein, or at such other address as Mortgagor shall designate to Mortgagee in writing, shall be sufficient notice when notice is required under this Mortgage.

13. **Cumulative Rights and Remedies**: The rights and remedies of Mortgagee as provided herein, in the Note, the Agreement and the other Loan Documents and the warrants therein contained, shall be cumulative and concurrent, and may be pursued singly, successively, or together at the sole discretion of Mortgagee, and may be exercised as often as occasion therefor shall occur and the failure to exercise any such right or remedy shall in no event be construed as a waiver or release of the same.

14. **Ohio Law to Apply**: This Mortgage shall be construed under and in accordance with the laws of the State of Ohio.

15. **Parties Bound**: This Mortgage shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Mortgage.

16. **Severability**: In case any one or more of the provisions contained in this Mortgage shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Mortgage shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

17. **Time of Essence**: Time is of the essence of this Mortgage.

18. **Construction**: The words “Mortgagor” and “Mortgagee” include singular or plural individual or corporation, and the respective heirs, executors, administrators, successors, and assigns of Mortgagor and Mortgagee, as the case may be. The use of any gender applies to all genders. If more than one party is named as Mortgagor, the obligations hereunder of each such parties are joint and several.

19. **Captions**: The captions herein are inserted only for convenience of reference and in no way define, limit, or describe the scope or intent of this Mortgage or any particular paragraph or section hereof, nor the proper construction hereof.

20. **Fair Interpretation**: Every covenant, term, and provision of this Mortgage shall be construed simply according to its fair meaning and not strictly for or against either party.

21. **Jury Trial Waiver**: All parties hereto hereby waive trial by jury in any action, proceeding, claim, or counterclaim, whether in contract or tort, at law or in equity, arising out of or in any way related to this Mortgage.

23. **Incorporation of Term of Agreement**: This Mortgage is delivered to Mortgagee pursuant to the terms of the Agreement. The terms, definitions, provisions, representations, warranties and covenants contained therein are hereby incorporated by reference as though fully set forth herein. Capitalized terms not defined herein shall have the meaning assigned to such term in the Agreement.

THIS SECTION IS INTENTIONALLY LEFT BLANK

Executed 2-25, 2020 ~~2021~~

**Individual/Entity**

By:   
Name: NAME Budd Adams  
Title: CEO


State of Ohio :

SS:

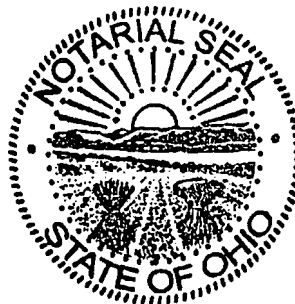
County of Cuyahoga :

~~2020~~ <sup>2021</sup> The foregoing instrument was acknowledged before me February 25,  
~~2020~~, by Person/Entity Giving the Mortgage, an individual, on behalf of the company.

(seal)

Notary Public 

This instrument prepared by:  
Lawyer/Address/Phone



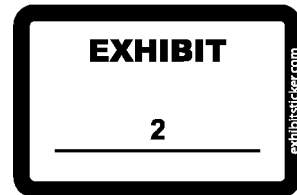
MARIO A. DESTEFANO  
NOTARY PUBLIC  
FOR THE  
STATE OF OHIO  
My Commission Expires  
July 25, 2023

**EXHIBIT A  
MORTGAGED PROPERTY**

6014 Hillman Avenue, Cleveland Ohio 44127

**Legal Description**  
321 CR&B 0022 NP

Parcel 125-28-001



## ***GUARANTY AGREEMENT***

This Guaranty Agreement (this "Guaranty") is made effective as of December 09, 2020 by Brad R. Askren, (the "Guarantor") of 26895 Aliso Creek Road, B600, Aliso Viejo, California 92656.

This Guaranty is being given to Jonathan Welin, (the "Creditor") of 220 Avenida Lobeiro Apt A San Clemente, Ca 92672.

This Guaranty is being given for the benefit of the Guarantor and for Askren Investments, LLC, (the "Debtor") of 26895 Aliso Creek Road, B600, Aliso Viejo, California 90656.

I. **OBLIGATIONS.** This Guaranty is given by the Guarantor to induce the Creditor to extend credit to the Debtor, and in consideration of the Creditor doing so, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and further acknowledging that the Creditor intends to rely on this Guaranty, the Guarantor absolutely and unconditionally guarantees prompt payment when due of all payments and liabilities of the Debtor to the Creditor, whether voluntary or involuntary and however arising, whether secured or unsecured, absolute or contingent, liquidated or unliquidated, and regardless of whether the Debtor may be liable individually or jointly with others, regardless of whether recovery upon any such obligation may be or hereafter become barred or otherwise unenforceable, including interest and charges, and to the extent not prohibited by law, all costs and attorney's fees incurred in attempting to realize upon this Guaranty.

I. **DURATION.** This Guaranty is effective for all obligations incurred by the Debtor on or before DATE. The Guarantor will assume no responsibility for any obligation incurred by the Debtor after such date. No notice of the passing of the above date need be given to the Creditor for the termination of this Guaranty to have legal effect.

I. **NOTICE OF DEFAULT.** The Creditor shall not be required to notify the Guarantor of a default by the Debtor in the Debtor's commitments to the Creditor before proceeding against the Guarantor under this Guaranty.

I. **CREDITOR PROVISIONS.** The Guarantor expressly waives diligence on the part of the Creditor in collection of any part of the debt or other obligation owed by the Debtor. Further, the Creditor has no duty to bring suit against the Debtor (for collection of the debt or other performance which is due) before proceeding against the Guarantor. The Guarantor waives notice of the acceptance of this Guaranty and of any and all such indebtedness and liability. The Guarantor waives presentment, protest, notice, demand, or action on delinquency in respect of any such indebtedness or liability, including any right to require the Creditor to sue or otherwise enforce payment. Any indebtedness of the Debtor now or hereafter owed to the Guarantor is hereby subrogated to the indebtedness of the Debtor to the Creditor, and such indebtedness of the Debtor to the Guarantor, if the Creditor so requests, shall be collected, enforced, and received by the Guarantor as trustee for the Creditor and be paid over to the Creditor on account of the

indebtedness of the Debtor to the Creditor, but without reducing or affecting in any manner the

liability of the Guarantor under the provisions of this Guaranty.

**V. AUTHORITY TO ALTER OBLIGATION.** The Guarantor agrees that, without notice to the Guarantor, the Creditor may (a) change the terms of payment or performance by the Debtor to the Creditor, and/or (b) release any security. In either event, the Guarantor shall not be released from any responsibility on the obligations of the Debtor. Liability under this Guaranty is not dependent or conditioned upon this instrument being signed by any person or persons. The Guarantor's liability under this Guaranty is several and is independent of any other guarantees. Guarantees of others, if any, may be released or modified, with or without consideration, without affecting the liability of the Guarantor.

**II. ASSIGNMENT.** This Guaranty (a) shall bind the successors and assigns of the Guarantor (this Guaranty is not assignable by the Guarantor without the express written consent of the Creditor, and is not affected by the death of the Guarantor), (b) shall inure to the Creditor, its successors and assigns, and (c) may be enforced by any party to whom all or any part of the liabilities may be sold, transferred, or assigned by the Creditor.

**I. FINANCIAL CONDITION.** The Guarantor agrees to provide the Creditor with information concerning the Guarantor's financial condition upon reasonable request. The Creditor has no duty to advise the Guarantor of the Debtor's financial condition.

**I. SECURITY.** This Guaranty is secured by:  
- Mortgage on certain real property located at: 6014 Hillman Ave, Cleveland Ohio 44127, see attached on Mortgage Document.

**III. CORPORATE AUTHORITY.** The Guarantor certifies that it is not prohibited under its articles of incorporation or bylaws (or its articles of organization or operating agreement, if a limited liability company) to act as the Guarantor.

**VI. ENTIRE AGREEMENT.** This Guaranty contains the entire agreement of the parties with respect to the subject matter of this Guaranty and there are no other promises or conditions in any other agreement, whether oral or written. This Guaranty supersedes any prior written or oral agreements between the parties with respect to the subject matter of this Guaranty.

**IV. AMENDMENT.** This Guaranty may be modified or amended, if the amendment is made in writing and is signed by both parties.

**II. SEVERABILITY.** If any provision of this Guaranty shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Guaranty is invalid or unenforceable, but that by limiting such provision it would become valid or enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

**XIII. WAIVER OF CONTRACTUAL RIGHT.** The failure of either party to enforce any provision of this Guaranty shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Guaranty.



I. **APPLICABLE LAW.** This Guaranty shall be governed by the laws of the State of California.

I. **RECEIPT.** The Guarantor acknowledges receipt of a copy of this Guaranty.

**I. ADDITIONAL PROVISIONS.**

1. This Note is secured by a Mortgage on certain real property located at: **6014 Hillman Ave, Cleveland Ohio 44127**, see attached **Mortgage Document**.

2. The maturity date of this Note is due on/before **6/25/2021** on which date the interest earned of \$AMOUNT with total amount of \$AMOUNT

3. This Note shall bear interest at the rate of **10 percent (10%)** for the initial term of 120 days, and shall be payable as follows: The principal of **\$62,000** and interest of **\$6,200** total of **\$68,200** payable on **6/25/21** at which time a continuation will be discussed. Any payment received after the 120 days shall bear a late charge of **five percent (5%)** of the scheduled payment amount. There shall be no prepayment penalty to the Debtor if he shall pay off this obligation earlier than the maturity date.

4. The following shall constitute Events of Default hereunder, upon the happening of any one or more of which the holder hereof may, upon thirty (30) days written notice to Debtor, Payee or holder may, immediately and without further notice accelerate and declare all payments required of this Note to be immediately due and payable in full and to exercise all rights granted in Mortgage:

- a. The failure of the Debtor to pay the principal when the same is payable.
- a. The occurrence of any default or failure of any conditions as defined or set forth in the Mortgage.
- b. The transfer or sale of all or any part of the Property or any Interest in the Property without Payee's prior written consent. As used in this Section, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Debtors at a future date to a purchaser.

2. The outstanding principal of this Note may be prepaid, in whole or in part, at any time without penalty.

6. *Borrower hereby irrevocably authorizes and empowers any attorney at law, including an attorney hired by Lender, to appear in an action on this Note or on any or all obligations covered by this Note and accompanying Mortgage, at any time after this Note becomes due by its terms, by acceleration, by operation of law, or otherwise, in any court of record in or of the State of Ohio or of elsewhere, to waive the issuing and service of process against Borrower and to confess judgment in favor of the legal holders of this Note for the amount that may be due on this*

*Note, the Agreement and the Loan Documents according to the terms hereof including interest at the rate then in effect under this Note, and costs of suit and to waive and release all errors in said proceedings and judgment, all petitions in error, all rights of appeal from the judgment rendered, all rights to stay of execution and the benefit of all exemption laws now or hereafter in effect. No single exercise of the foregoing warrant and power to confess judgment will be deemed to exhaust the power, whether or not any exercise shall be held by any court to be invalid, voidable or void; but the power will continue undiminished and may be exercised from time to time as Lender may elect until all amounts owing on this Note, the Agreement and the Loan Documents have been paid in full. Borrower waives any conflict of interest that an attorney hired by Lender may have in also acting on behalf of the Guarantors of this Note in confessing judgment against the Guarantors while such attorney is retained by Lender. Borrower expressly consents to such attorney also acting for each Guarantor in confessing judgment. An affidavit signed by an officer of Lender setting forth the unpaid principal balance, accrued interest and all other sums due Lender from Borrower under this Note, the Agreement and the Loan Documents shall be conclusive evidence thereof. If a copy of this Note, verified by affidavit of an officer of Lender shall be filed in the proceedings to obtain judgment by confession on this Note, it will not be necessary to file the original of this Note as a warranty of attorney.*

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**WARNING – BY SIGNING THIS PAPER YOU GIVE UP YOUR RIGHT TO NOTICE AND COURT TRIAL. IF YOU DO NOT PAY ON TIME A COURT JUDGMENT MAY BE TAKEN AGAINST YOU WITHOUT YOUR PRIOR KNOWLEDGE AND THE POWERS OF A COURT CAN BE USED TO COLLECT FROM YOU REGARDLESS OF ANY CLAIMS YOU MAY HAVE AGAINST THE CREDITOR WHETHER FOR RETURNED GOODS, FAULTY GOODS, FAILURE ON HIS PART TO COMPLY WITH THE AGREEMENT, OR ANY OTHER CAUSE.**

**NOTICE: For this Notice, “you” means Borrower, “Creditor” and “his” means Lender, and “Agreement” means this Note.**

***IN WITNESS WHEREOF*, Askren Investments LLC, by Guaranteeing Brad R. Askren, its managing member has signed this Note on the date above set forth.**

<p>Debtor: <b>Askren Investments, LLC</b></p> <p>DocuSigned by: <i>brad askren</i> 92EAF7B7EF2B4EB...</p> <p>By: _____ Member Brad R. Askren</p>	<p>Date: 2/25/2021</p>
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Lender:

DocuSigned by:  
*Jonathan Welin* 2/25/2021  
36E94E3D6571409...

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Jonathan Welin

## MORTGAGE NOTE

**\$62,000**

**Orange County, CA**

**Date:2/25/2021**

***FOR VALUE RECEIVED***, the undersigned, **Askren Investments LLC** ("Maker"), an \_\_\_\_\_ Limited Liability Company, whose address is 26895 Aliso Creek Road B600 Aliso Viejo, CA 92656, promises to pay to the order of **Jonathan Welin**, (the "Payee") whose address is 220 Avenida Lobeiro Apt A San Clemente, Ca 92672, the sum of **\$62,000**, in accordance with the terms hereinafter set forth.

1. This Note is secured by a Mortgage on certain real property located at **Property Address \_\_\_\_\_ 6014 Hillman Avenue, Cleveland Ohio 44127 \_\_\_\_**.

2. The maturity date of this Note is **6/25/21** on which date the principal balance shall be paid in full.

3. The Loan Amount of **(\$62,000)** shall be **paid in full with 10% interest of \$6,200 with the total sum of \$68,200 to be paid on/before 6/25/21..** There shall be no prepayment penalty to Maker if he shall pay off this obligation earlier than the maturity date.

4. The following shall constitute Events of Default hereunder, upon the happening of any one or more of which the holder hereof may, upon thirty (30) days written notice to Maker, Payee or holder may, immediately and without further notice accelerate and declare all payments required of this Note to be immediately due and payable in full and to exercise all rights granted in Mortgage:

**a.** The failure of the Maker to pay the principal when the same is payable.

**b.** The occurrence of any default or failure of any conditions as defined or set forth in the Mortgage.

**c.** The transfer or sale of all or any part of the Property or any Interest in the Property without Payee's prior written consent. As used in this Section, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Makers at a future date to a purchaser.

5. The outstanding principal of this Note may be prepaid, in whole or in part, at any time without penalty.

6. *Borrower hereby irrevocably authorizes and empowers any attorney at law, including an attorney hired by Lender, to appear in an action on this Note or on any or all obligations covered by this Note and accompanying Mortgage, at any time after this Note becomes due by its*

*terms, by acceleration, by operation of law, or otherwise, in any court of record in or of the State of Ohio or of elsewhere, to waive the issuing and service of process against Borrower and to confess judgment in favor of the legal holders of this Note for the amount that may be due on this Note, the Agreement and the Loan Documents according to the terms hereof including interest at the rate then in effect under this Note, and costs of suit and to waive and release all errors in said proceedings and judgment, all petitions in error, all rights of appeal from the judgment rendered, all rights to stay of execution and the benefit of all exemption laws now or hereafter in effect. No single exercise of the foregoing warrant and power to confess judgment will be deemed to exhaust the power, whether or not any exercise shall be held by any court to be invalid, voidable or void; but the power will continue undiminished and may be exercised from time to time as Lender may elect until all amounts owing on this Note, the Agreement and the Loan Documents have been paid in full. Borrower waives any conflict of interest that an attorney hired by Lender may have in also acting on behalf of the Guarantors of this Note in confessing judgment against the Guarantors while such attorney is retained by Lender. Borrower expressly consents to such attorney also acting for each Guarantor in confessing judgment. An affidavit signed by an officer of Lender setting forth the unpaid principal balance, accrued interest and all other sums due Lender from Borrower under this Note, the Agreement and the Loan Documents shall be conclusive evidence thereof. If a copy of this Note, verified by affidavit of an officer of Lender shall be filed in the proceedings to obtain judgment by confession on this Note, it will not be necessary to file the original of this Note as a warranty of attorney.*

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*IN WITNESS WHEREOF*, Askren Investments, by **Brad Askren**, its managing member has signed this Note on the date above set forth.

<b>Askren Investments, LLC</b> By: _____, Member	DocuSigned by: <i>brad askren</i> 92EAF7B7EF2B4EB...	2/25/2021
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Lender:

DocuSigned by: <i>Jonathan Welin</i> 36E94E3D6571409...	2/25/2021
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Jonathan Welin