## Q

STATE OF INDIANA LAKE COUNTY FILED FOR RECORD

2015 067703

2015 OCT 1 AM 10: 49

MICHAEL B. BROWN RECORDER

(Space Above This Line for Recording Data)

**OPEN-END MORTGAGE** 

THIS MORTGAGE ("Security Instrument") is given on August 21, 2015 The mortgagor is LARRY HJERTQUIST



Whose address is:

309 SWAN DRIVE AV APT/SUITE 2C, DYER, IN, 46311-0000.

("Borrower"). This Security Instrument is given to  $_{\rm FIFTH}$  THIRD BANK (WESTERN MICHIGAN) which is organized and existing under the laws of  $_{\rm OHIO}$  and whose address is

1850 EAST PARIS GRAND RAPIDS, MI 49546

("Lender").

Borrower owes Lender the principal sum of

Fifty Thousand AND 00/100

Dollars (U.S. 50,000.00 ). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on 08/25/45.

TO SECURE to Lender (a) the repayment of the Indebtedness evidenced by the Loan Documents and any extensions or renewals thereof, with interest thereon, the payment of all other funds, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, or contained in the Loan Documents or any document executed in connection therewith, and (b) the repayment of any and all other loans, advances or indebtedness of Borrower owed to Lender and all affiliates of Lender, of any nature whatsoever (collectively the "Obligations") and (c) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to Item 22 hereof (herein "Future Advances"), Borrower does hereby mortgage, grant and convey to Lender, with mortgage covenants, the following described property located in the County of Lake , State of Indiana , to wit (herein,

the "Real Estate"):

which has the address of

("Property Address");

SEE ATTACHED EXHIBIT "A"

309 SWAN DRIVE 2C , DYER, IN 46311-0000

TOGETHER WITH all the improvements now or hereafter recoted on the Real Estate, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits and all fixtures now or hereafter permanently attached to, the Real Estate, and all right, title and interest of Borrower in and to the land lying in the streets and roads, in front of and adjoining the Real Estate, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Real Estate covered by this Mortgage; and all of the foregoing, together with said Real Estate (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property".

BORROWER COVENANTS that Borrower is lawfully select of the estate hereby conveyed and has the right to mortgage, grant, and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend the title of the Property against all claims and demands.

27111346

Form 3036 9/90

(page 1 of 5)

ILI1 (12/13)

FIFTH THIRD BANK (NMLS #403245)

LOAN ORIGINATOR'S NAME: JAMES STOCKTON

(NMLS # 439512)

#1502936 #1502936

\*\*COVENANTS.\*\* Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal and the interest on the Indebtedness evidenced by the Loan Documents, any extensions or renewals thereof, propayment and late charges as provided in the Loan Documents, and the principal and interest on any Patture Advances, Obligations or other sums secured by this Mortagae.

2. Hazard 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 such other hazards as Lender may reflect or as may be required by applicable law (including flood insurance required by tender other hazards as Lender may reflect or as may be required by the summer of the property of the coverage exceed that amount of exception of the property of

development.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced with materially affects Lender's interest in the Property, including, but not limited to, eminent domain, foreclosure, code enforcements, deed restrictions and registrations, or arrangements or proceedings involving a bankrupt or decedent, Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs.

Any amounts disbursed by Lender pursuant to this Item 7, with interest thereon, shall become additional indebtedness with Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the applicable rate as prescribed in the Loan Documents evidencing the Indebtedness or the highest rate under applicable law. Nothing

applicable rate as prescribed in the Loan Documents evidencing the Indebtedness or the highest rate under applicable law. Nothing contained in this Item 7 shall require Lender to incur any expense or take any action hereunder. Form 3036 (page 2 of 5) ILI2 (6/10)

, 8. Environmental Laws. (a) Except as set forth in Exhibit 8 (a) hereto, Borrower has obtained all permits, Licenses and other authorizations which are required under any now existing or hereafter enacted or amended federal, state, or local statute, ordinance, code or regulation affecting the environment ("Environmental Laws") and, to the best of Borrower's knowledge, Borrower is in compliance in all material respects with all terms and conditions of the required permits, liceses and authorizations, and is also in compliance in all material respects with all other limitations, restrictions, conditions, standards, prohibitions, requirements, obligations, schedules and timetables contained in the Environmental Laws;

(b) Except as set forth in Exhibit 8 (b) hereto, Borrower is not aware of, and has not received notice of, any past, present or future events, conditions, circumstances, activities, practices, incidents, actions or plans which may give rise to any material common law or legal liability, or otherwise form the basis of any material claim, action, demand, suit, proceeding, hearing, study or investigation, based on or related to the manufacture, processing, distribution, use, treatment, storage, disposal, transport, or handling, or the omission, discharge, release or threatened release into the environment, of any pollutant, contaminant, chemical, or industrial, toxic or hazardous substance or waste; and

(c) Except as set forth in Exhibit 8 (c) hereto, there is no civil, criminal or administrative action, suit, demand, claim hearing, notice or demand letter, notice of violation, investigation, or proceeding pending or threatened against Borrower, relating in any way to Environmental Laws; and

(d) Lender will not be deemed to assume any liability or obligation or duty to clean-up or dispose of wastes on or relating

in any way to Environmental Laws; and

(d) Lender will not be deemed to assume any liability or obligation or duty to clean-up or dispose of wastes on or relating to the Property, Borrower agrees to remain fully liable and will indemnify, defend and hold Lender harmless from any and all costs, losses and expenses (including, without limitation attorney's fees) relating to any Environmental Laws or Borrower's breach of any of the foregoing representation or warranties. The provisions of this Item 8 will survive the release or satisfaction of this Mortgage or the foreclosure hereof.

9. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any inspection specifying reasonable cause therefor related to Lender's interest in the Property. Additionally, Lender shall have the right to inspect the books and records of the operation of the Property and make copies thereof during normal business hours and upon notice to Borrower. Borrower shall keep its books and records in accordance with generally accepted accounting principles covering the operation of the Property, should the same be income-producing, Lender may in its discretion require Borrower to deliver to Lender within 90 days after the close of each of the Borrower's fiscal years an audited statement of condition and profit and loss statement for the Property for the preceding fiscal year, prepared and certified by a certified public accountant acceptable to Lender.

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10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. No awards or settlements shall be accepted without Lender's prior written consent.

Lender is authorized to settle any claim, collect any award, and apply the net proceeds, after deducing all costs of collection including attorney's fees, at Lender's option, either to restoration or repair of the Property, or to the sums secured by this Mortgage, and if, in the sole discretion of Lender, Lender is not satisfied with the adequacy of collateral for any remaining indebtedness. Lender may without further demand or notice elect to declare the whole of the remaining indebtedness immediately due and payable and may invoke any of the remedies afforded it by law, and/or by this Mortgage, including those permitted by Item 17 hereof.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of any installment sevengent, seterate to in form level of the proceeds to principal shall not extend or postpone the due date of any installment sevengent, seterate to inform level of the proceeds to principal shall not operate to release, in any manner, the liability of the original regreewer and Borrower approved by Lender of any successor in interest of Borrower approved by Lender to any successor of the proceeds to the proceeds to principal and the ren

notice to Borrower as provided herein.

16.Governing Law; Severability, This transaction shall be governed by the laws of the State where the Property is located. In the event that any provision or clause of this Mortgage or the Loan Documents conflicts with applicable law, such conflict shall not affect other provisions of either this Mortgage and the Loan Documents which can be given effect without the conflicting provision, and in this regard, the provisions of this Mortgage and the Loan Documents are declared severable.

17. Transfer of the Property and Interest Thecein. If all or any part of the Property or an interest therein is sold, transferred, encumbered or otherwise conveyed by Borrower, without Lender's prior written consent, or if any contract to do any of the same is entered into by Borrower without Lender's prior written consent, excluding a transfer by devise, descent or, by operation of law upon the death of a joint tenant, it shall be deemed to increase the Lender's risk and Lender may, at Lender's option, either declare all the sums secured by this Mortgage to be immediately due and payable, or may consent to said conveyance in writing and may increase the interest rate of Indebtedness and/or impose whatever conditions it may deem necessary to compensate it for the increased risk. Lender shall have waived such option to accelerate if, prior to the conveyance, Lender and the person to whom the Property is to be conveyed reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sum secured by this Mortgage shall be at such rate as Lender shall request, If Lender has waived the option to accelerate provided in Item 18, and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender may, in its discretion, release Borrower from all obligations under this Mortgage and the Loan Documents, and any such decision to release or not to release Borrower shall be evidenced by said writt Form 3036 9/90 (page 3 of 5) agreement. ILI3 (6/10)

If Borrower herein is other than an individual or individuals acting on their own behalf, any change in the legal or beneficial ownership of such Borrower or entity which changes the identity of any person or persons having, directly or indirectly, more than 10% of either the legal or beneficial ownership of either such Borrower, such entity, or of the Property, shall be deemed to be a transfer within the meaning of this Item. Such transfer shall not be made, created, or suffered to be made or created, without Lender's prior written consent.

18. Acceleration; Remedies. Upon the occurrence of an Event of Default (as defined in the Loan Documents) or a default in the payment of the Indebtedness, the Obligations or Future Advances hereby secured or any part thereof in accordance with the terms of this Mortgage, of the aforesaid Loan Documents or of any other document executed in conjunction with this Mortgage or the Loan Documents, or in the performance of any covenant or agreement of Borrower in this Mortgage or in the payment or performance of any document or instrument securing any Indebtedness or Obligation, or upon the filing of any lien or charge against the Property or any part thereof which is not removed to the satisfaction of Lender within a period of 30 days thereafter, the institution of any proceeding to enforce the lien or charge upon the Property or any part thereof, the filing of any proceeding by or against Borrower in bankruptcy, insolvency or similar proceedings, assignment by Borrower of its property for the benefit of its creditors, the placing of Borrower's property in receivership, trusteeship or conservatorship with or without action or suit in any Court, or the abandonment by Borrower of all or any part of the Property (herein "Events of Default"), then the Lender, at Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without notice to the Borrower.

the benefit of its créditors, the placing of Borrower's property in receiveriship, trusticeship or conservatorship with or without action or suit in any Court, or the abandonment by Borrower of all or any part of the Property (Perein "Events of Default"), then the Lender, at Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without notice to the Borrower.

The sums secured hereby shall bear interest at the highest rate allowed by law, and this Mortgage shall become absolute and subject to foreclosure. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, costs of documentary evidence, abstracts, tilt ereports and reasonable actionney's fees.

19. Borrower's Right to Redeem. Borrower shall have such rights of redemption as are provided by the law of the State where the Property is located.

20. Dower. Borrower convenants that all dower interest, if any, in and to the Property is hereby remised, released and forever englicatinged unto Lender by Borrower.

Courself and the Lender by Borrower courrence of an Event of Default, the Lender shall have the right without notice and without regard to the adequacy of any security for the sums hereby secured and with or without the appointment of a receiver, to enter upon and take possession of the Property, and Lender may operate, manage, assess of Property and collect any rents, issues, income and profits therefrom, the same being hereby absolutely assigned and transfer to and for the benefit and protection of Lender, contingent only upon the occurrence of an Event of Default. All routs often any absolutely approached to the cost of operation, maintenance and repair, and reasonable collection, management and attorney's fees, and then in reduction of any sums hereby secured in such other proportions as Lender may determine.

22. Future Advances. Upon request by Borrower, Lender, at Lender's option, may make Future Advances to Borrower. Such future and addition

provisions.

26. Ohio Covenant. If the Property is located in Ohio. Borrower and Lender covenant that Lender is authorized to do all things provided to be done by a mortgagee under section 1311.14 of the Ohio Revised Code.

27. Uniform Commercial Code Security Agreement. Borrower hereby grants Lender a security interest in all items included in the Property which can be subject to a security interest under the Uniform Commercial Code. Borrower will execute and deliver to Lender all financing statements and other documents requested by Lender to perfect its security in such property, and Borrower will pay the expense of filing such documents and of conducting a search of records in which documents are recorded. The covenants and agreements of Borrower throughout this Mortgage will apply to all items which are subject to the security interest granted herein. Upon the occurrence of any Event of Default under this Mortgage, Lender will have the remedies of a secured party under the Uniform Commercial Code and, at Lender's sole option, may also invoke the remedies provided in this Mortgage. In exercising any of such remedies, Lender may proceed against the items of real property specified above as part of the Property separately or together and in any order whatsoever, without in any way affecting the availability of Lender's remedies under the Uniform Commercial Code or of the remedies in this Mortgage. This Mortgage may be filed with appropriate authorities as a Uniform Commercial Code Financing Statement.

Form 3036 9/90 (page 4 of 5)

ILI4 (6/10)

Form 3036 9/90 (page 4 of 5)

ILI4 (6/10)

by the United States Department of Housing and in effect; Borrower shall (i) promptly purchase: Lender shall be deemed in compliance with the then in effect: and (ii) deliver such policies to L been paid. Such policies of flood insurance shall provide that losses thereunder be payable to shall be for an amount at least equal to the Inde Property under the National Flood Insurance Accept upon thirty (30) days prior written notic of each such flood insurance policy, Borrower's satisfactory to Lender that the premium therefor 29. Jury Waiver. BORROWER WAITHIS MORTGAGE OR THE TRANSACTION	VES THE RIGHT TO TRIAL BY JURY OF ANY MATTERS ARISING OUT OF CONTEMPLATED HEREBY.  s and agrees to the terms and covenants contained in this Security
Witnesses:	
	(Seal)
	LARRY HIERTQUIST
	(Seal)
	(occir)
	(Seal)
	(Seal)
	(Seal)
	Document is
NI NI	OT OFFICIAL! (Seal)
This Do	ocument is the property of
	Lake County Recorder!
STATE OF Indiana Lall	COUNTY
On this 21st DAY OF August, 2015,	before me, a Notary Public in and for said County and State,
personally appeared	
LARRY HJERTQUIST	
	THOER'S ONLY
the individual(s) who executed the foregoing and did sign the foregoing instrument, and that	nstrument and acknowledged that HE/SHE did examine and read the same
IN WITNESS WHEREOF, I have hereunt	
III WIIILDS WIEKEOI, I IIIVO KOIOMA	SEAL STATE OF THE SEAL OF THE
My Commission Expires:	30,380 MANN S 101 NO 16 AND 1
JORIE E. STAHL	Notary Public
NOTARY PUBLIC	100000000000000000000000000000000000000
SEAL STATE OF INDIANA - COUNTY OF LAKE	ONU E STUNI
MY COMMISSION EXPIRES NOV. 20, 20	Typed, Printed or Stamped Name
	- Thris Kin Classil
This instrument was prepared by:	FIFTH THIRD BANK (WESTERN MICHIGAN)
	850 EAST PARIS GRAND RAPIDS, MI 49546
	have taken reasonable care to redact each Social Security number
in this document, unless required by law.	Tori C. Stolle
m and document, amous required of rain.	Form 3036 9/90 (page 5 of 5)
	ILI5 (06/10)

## EXHIBIT A

THE FOLLOWING REAL ESTATE IN LAKE COUNTY, STATE OF INDIANA, TO-WIT:

UNIT 2-C, BUILDING NO. 3, MEADOW LAKE CONDOMINIUM, A HORIZONTAL PROPERTY REGIME, AS CREATED BY DECLARATION OF CONDOMINIUM RECORDED MARCH 5, 1997 AS DOCUMENT NOS. 97014095 AND 97014096, AND AS AMENDED BY FIRST AMENDMENT TO THE DECLARATION RECORDED OCTOBER 23, 1997 AS DOCUMENT NOS. 97072163 AND 97072164, AND AS AMENDED BY SECOND AMENDMENT TO THE DECLARATION RECORDED DECEMBER 4, 1997 AS DOCUMENT NOS. 97082898 AND 97082899, IN PLAT BOOK 83, PAGE 83, LAKE COUNTY, INDIANA, TOGETHER WITH UNDIVIDED INTEREST IN THE COMMON AREAS APPERTAINING THERETO

NOT OFFICIAL!

PPN: 45-10-01-329-038.000-034

LARRY HJERTOUTST; AS ONUS CHIEFEST MAYOR FEAROR DEED 1

LARRY HJERTOUIST (ASIHIS CHIEFEST MAYOR PEAR, AS PER DEED 2

309 SWAN DRIVE # 2C, DYER IN 46311

Loan Reference Number : 4001710-27111346-2/27111346

First American Order No:

50328413

FIRST AMERICAN ELS

50328413

WHEN RECORDED, RETURN TO: FIRST AMERICAN TITLE INSURANCE CO. 1100 SUPERIOR A VENUE, SUITE 200 CLEVELAND, OHIO 44114 MATTIONAL RECORDING

