

2015 068897

2015 OCT -7 PM 1:12

MICHAEL B. BROWN
RECORDER

When recorded, mail to:

Gayle Diaz
P.O. Box 785
Niles, MI 49120

----- (Space Above This Line For Recording Data) -----

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on 9/17/12, 2015. The mortgagors are DIMITREKE JENKINS and BESSIE L. ELLIS, ("Borrowers"). This Security Instrument is given to Gayle Diaz f/k/a Gayle Jenkins ("Lender"). Borrowers owe Lender the principal sum of Fifteen Thousand Dollars (U.S. \$15,000.00). This debt is evidence by Borrowers' note dated the same date as this Security Instrument ("Note"). This Security Instrument secures to Lender: (a) the repayment of the debt evidence by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrowers' covenants and agreements under this Security Instrument and the Note. For this purpose, Borrowers do hereby mortgage, grant and convey to Lender the following described property located in LAKE County, Indiana:

Lot 320 in Sedona Addition Unit 3 East Plan Unit Development to the Town of Merrillville

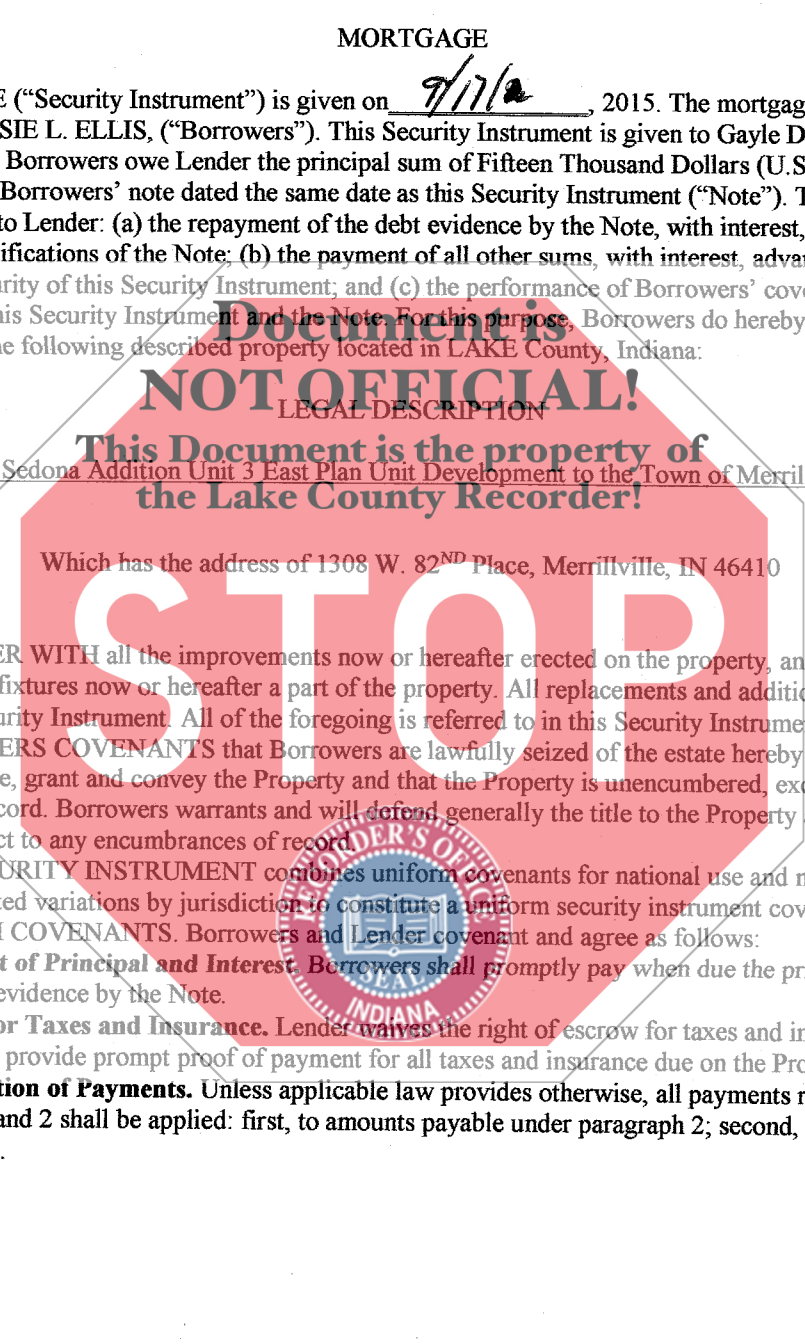
Which has the address of 1308 W. 82ND Place, Merrillville, IN 46410

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

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

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. **UNIFORM COVENANTS.** Borrowers and Lender covenant and agree as follows:

1. **Payment of Principal and Interest.** Borrowers shall promptly pay when due the principal of and interest on the debt evidence by the Note.
2. **Funds for Taxes and Insurance.** Lender waives the right of escrow for taxes and insurance however Borrowers agrees to provide prompt proof of payment for all taxes and insurance due on the Property.
3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to amounts payable under paragraph 2; second, to interest due; and last, to principal due.



30
CS
AM

4. Charges; Liens. Borrowers shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrowers shall pay them on time directly to the person owed payment. Borrowers shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrowers makes these payments directly, Borrowers shall promptly furnish to Lender receipts evidencing the payments.

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

5. Hazard or Property Insurance. Borrowers shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrowers subject to Lender's approval which shall not be unreasonably withheld. If Borrowers fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

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

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

Unless Lender and Borrowers otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 18 the Property is acquired by Lender, Borrowers' right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrowers shall occupy, establish, and use the Property as Borrower's principal residence and shall continue to occupy the Property as Borrower's principal residence. Borrowers shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on Property. Borrowers shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrowers may cure such a default and reinstate, as provided in paragraph 16, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrowers' interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrowers shall also be in default if Borrowers, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrowers' occupancy of the Property as a principal residence. If Borrowers acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrowers fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which

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

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

8. Inspection. Lender or its agent may make reasonable entries upon and inspections of the property. Lender shall give Borrowers notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

9. Condemnation. The proceeds of any award or damages, direct or consequential, in connection with any condemnation or taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

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

If the Property is abandoned by Borrowers, or if, after notice by Lender to Borrowers that the condemner offers to make an award or settle a claim for damages, Borrowers fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the property or to the sums secured by this Security Instrument, whether or not then due.

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

10. Borrowers Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrowers or Borrowers' successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrowers' successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrowers, subject to the provisions of paragraph 15. Borrowers' covenants and agreements shall be joint and several.

12. Notices. Any notice to Borrowers provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrowers designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrowers. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrowers or Lender when given as provided in this paragraph.

13. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

14. Borrowers' Copy. Borrowers shall be given one conformed copy of the Note and of this Security Instrument.

15. Transfer of the Property or a Beneficial Interest in Borrowers. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment

in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument. It is specifically agreed this Security Instrument as well as the Note signed by the parties the same day is non assumable and cannot be transferred without the express and written consent of the Lender.

If Lender exercises this option, Lender shall give Borrowers notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrowers fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand to Borrower.

16. Borrowers' Right to Reinstate. If Borrowers meets certain conditions, Borrowers shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrowers' obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrowers, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 15.

17. Hazardous Substances. Borrowers shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrowers shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of hazardous Substances that are generally recognized to be appropriate to normal residential use and to maintenance of the Property.

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

As used in this paragraph 17, Hazardous Substances are those substances defined as toxic or hazardous substances by Environmental law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 17 "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

18. Acceleration; Remedies. Lender shall give notice to Borrowers prior to acceleration following Borrowers' breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 15 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrowers, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

19. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument to Borrowers. Lender may charge Borrowers a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under applicable law.

20. Waiver of Valuation and Appraisal. Borrowers waives all right of valuation and appraisalment.

PROMISSORY NOTE

1308 W. 82nd Place
Merrillville, IN 46410
[Property Address]

1. BORROWERS' PROMISE TO PAY

In return for an amount due, we promise to pay \$15,000.00 (this amount is called "principal"), to the order of the Creditor. The Creditor is Gayle Diaz f/k/a Gayle Jenkins.

2. PAYMENT

Parties agree that there will be no minimum monthly payment required on this loan, however, any payments made by the Borrowers shall be made as directed by the Creditor.

- A. This loan shall be payable in full upon the sale of the Borrowers' real estate at 1308 W. 82nd Place, Merrillville, Indiana if the Borrowers are in Default as set forth in Paragraph 5.
- B. In any event the amount due should be paid in full no later than three (3) years after the granting of the parties Dissolution Decree in the Lake Superior Court under Cause Number 45D03-1410-DR-00742.

3. INTEREST

Interest will be charged on the unpaid principal until the full amount has been paid at the annual rate of five (5%) percent from the date of the Parties Dissolution Decree until paid in full.

4. BORROWER'S RIGHT TO REPAY

We may repay this Note at any time without penalty.

5. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then (i) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (ii) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the principal we owe under this Note or by making a direct payment to us. If a refund reduces principal, the reduction will be treated as a partial repayment.

6. FAILURE TO PAY AS REQUIRED

(A) Default

If we do not pay the full amount of the loan as agreed, we will be in default.

(B) If we are in default of the terms of the Mortgage dated the same date as this Note and which serves to protect and secure the Note.

(C) Notice of Default

If we are in default, the Note Holder may send us a written notice telling us that if we do not pay the overdue amount by a certain date, the Note Holder may require us to pay immediately the full amount of principal which has not been paid and all the interest that we owe on that amount. That date must be at least 30 days after the date on which the notice is delivered or mailed to me.

(D) No Waiver By Note Holder

Even if, at a time when we are in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if we are in default at a later time.

7. WAIVER

In the event of the death of either party this Promissory Note shall be binding on the legal heirs and beneficiaries of all parties.

8. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to us under this Note will be given by delivering it or by mailing it by first class mail to us at the Property Address above or at a different address if we give the Note Holders a notice of our different address.

Any notice that must be given to the Note Holders under this Note will be given by mailing it by first class mail to the Note Holders at the address stated in Section 3 (A) above or at a different address if I am given a notice of that different address.

9. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holders may enforce their rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

10. WAIVERS

We and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require the Note Holders to demand payment of amounts due. "Notice of dishonor" means the right to require the Note Holders to give notice to other persons that amounts due have not been paid.

11. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holders under this Note, a Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holders from possible losses which might result if we do not keep the promises which we make in this Note. That Security Instrument describes how and under what conditions we may be required to make immediate payment in full of all amounts we owe under this Note. Some of those conditions are described as follows:

Transfer of the Property or a Beneficial Interest in Borrowers. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrowers is sold or transferred and Borrowers are not natural persons), without Lenders' prior written consent, Lenders may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lenders if exercise is prohibited by federal law as of the date of this Security Instrument. It is specifically agreed that this is a non-assumable note without the expressed and written consent of the Lenders.

If Lenders exercise this option, Lenders shall give Borrowers notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrowers must pay all sums secured by this Security Instrument. If Borrowers fail to pay these sums prior to

the expiration of this period, Lenders may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrowers.

12. PROHIBITION AS TO ADDITIONAL LOANS AND MORTGAGES

We and any other person who has obligations under this Note specifically agree not to further borrow on, mortgage, or allow any additional Security Instruments to attach to the real estate that is the subject of the Mortgage dated the same date as this Note and which serves to protect and secure this Note.

13. SECURITY

The Primary Collateral for this Promissory Note shall be the Borrowers' entire interest in the Borrower's residence at 1308 W. 82nd Place, Merrillville, Lake County, Indiana as evidence by the Mortgage executed and signed this day and time.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

Gayle Jenkins Diaz
GAYLE DIAZ f/k/a
GAYLE JENKINS

Dimitreke Jenkins
DIMITREKE JENKINS

Bessie L. Ellis, Dimitreke Jenkins P.O.A.
BESSIE L. ELLIS BY DIMITREKE JENKINS P.O.A.

STATE OF INDIANA

COUNTY OF Lake

Document is NOT OFFICIAL!

This Document is the property of the Lake County Recorder!

The undersigned, a Notary Public in and for the above county and state, residing in Lake County, Indiana, certifies and witnesses that the above-signed, personally known to me to be the same person whose name is subscribed to this instrument, appeared before me in person and acknowledged the signature and delivered the instrument as a free and voluntary act, for the uses and purposes named in the instrument.

Date: 9-17-2015

My Commission Expires: November 14, 2019
Resident of Lake County

Toni T. Velasquez
Toni T. Velasquez, Notary Public

TONI TORRES VELASQUEZ
Notary Public, State of Indiana
Lake County
My Commission Expires
November 14, 2019



EXHIBIT "A"

LEGAL DESCRIPTION

LOT 320 IN SEDONA ADDITION UNIT 3 EAST PLAN UNIT DEVELOPMENT TO THE TOWN OF MERRILLVILLE

Which has the address of 1308 W. 82nd Place, Merrillville, IN 46410.

