2015 069256

STATE OF INDIANA LAKE COUNTY FILED FOR RECORD

2015 OCT -9 AMII: n6

MICHAEL B. BROWN RECORDER

DF661165

(Space Above This Line for Recording Data)

XXXXXXXXX6650

OPEN-END MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on September 4, 2015 The mortgagor is

JERRY L SWINSON AND CYNTHIA S SWINSON, HUSBAND AND WIFE

Whose address is:

925 153RD AV, CROWN POINT, IN, 46307-0000.

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

1850 EAST PARIS GRAND RAPIDS, MI 49546

("Lender").

Borrower owes Lender the principal sum of

Seventy Five Thousand AND 00/100

). This debt is evidenced by Borrower's note dated the same date as this Security Instrument Dollars (U.S. 75,000.00 ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on 09/25/45.

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 Borrowef herein contained, or contained in the payment of any and all other loans, advances or whatsoever (collectively the "Obligations") and Loan Documents or any document executed in connection therewith, and (b) the reindebtedness of Borrower owed to Lender and all affiliates of Lender, of any nature (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 , to wit (herein, , State of INDIANA

the "Real Estate"):

which has the address of ("Property Address");

SEE ATTACHED EXHIBIT "A

925 W 153RD, CROWN POINT, IN 46307-0000

45-20-04326002000007

TOGETHER WITH all the improvements now or hereafter erected 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 lawful / search 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.

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Form 3036 9/90 (page 1 of 5)

ILI1 (12/13)

FIFTH THIRD BANK (NMLS #403245)

LOAN ORIGINATOR'S NAME: JULIE BUKOWSKI

(NMLS # 1300864)

JUM #0000836666

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, prepayment and late charges as provided in the Loan Documents, and the principal and interest on any Future Advances, Obligations or other sums secured by this Mortgage.

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 require or as may be required by applicable law (including flood insurance required by liem 28 hereof), and in such amounts and for such periods as Lender may require or provided, however, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Mortgage unless required by applicable law.

The insurance carrier providing the insurance shall be chosen by Borrower, subject to approval by Lender, provided that such approval shall not be unreasonably withheld. Unless otherwise specified, all premiums on insurance policies shall be paid by Borrower making payment, when due, directly to the insurance corrier and providing receipt of said payment to Lender if requested by Lender. All insurance policies and renewals thereof shall be in form acceptable to lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender and shall provide that the policies shall not be amended or canceled without thirty (30) days prior written notice to Lender. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Lender is hereby given full power to collect any insurance proceeds or to settle and compromise any insurance claims of brings usit to recover thereunder.

Lender is authorized to apply the net proceeds of any insurance claim, after ded

to the Property, and leasehold payments or ground rems, if any, by Borrower making payment, when due, directly to the Payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and Borrower shall promptly furnish Lender receipts evidencing such payment.

4. Funds For Taxes And Insurance. If Borrower is in default on any premium payment on an insurance policy or if Borrower fails to pay yearly taxes or assessments when due, or if Lender in its discretion deems it necessary. Borrower shall be required to pay to Lender on the day any installments of principal and interest are payable under the Loan Documents, or on such other date as Lender may specify, until the Indebtedness is paid in full, a sum equal to a percentage, to be specified by Lender, of the yearly taxes and assessments (herein 'Bands') what may around both the yearly taxes and assessments (herein 'Bands') what may around both the yearly taxes and assessments (herein 'Bands') what may around both the yearly taxes and assessments (herein 'Bands') what may around both the yearly taxes and assessments (herein 'Bands') what may around both the yearly taxes and assessments (herein 'Bands') what may around be specified by Lender, of yearly premium installments for hazard insurance, plus a percentage to be specified by Lender, of yearly premium installments for hazard insurance, plus a percentage to be specified by Lender, of yearly premium installments for hazard insurance, plus a percentage to the specified by Lender, of yearly premium installments for hazard insurance, plus a percentage to the specified by Lender on the basis of assessments and bills and reasonable estimates thereof.

The Funds shall be held by Lender and Lender shall apply the Punds to pay said taxes, assessments, insurance premiums and ground remains and promable law permits Lender to make such a charge. No interest fall be paid et ple prower on the funds and applicable law permits Lender to Borrower, without charge, an annual accounting of

more than one of the outstanding notes.

6. Preservation and Maintenance of Property: Leasehold; Cordominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or planned unit development, Borrower shall perform all of Borrower's obligations under the declaration of covenants creating or governing the condominium or planned unit development, and the toy laws and regulations of the condominium or planned unit development

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 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

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 Legymond.

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 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.

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.

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 deducting 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 statisfied with the adequacy of collected for any remaining indebtedness, Lender may without further dengated or notice elect to declare the whole of the remaining indebtedness immediately due and payable and may invoke any of the principles afforded by a more 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 installments, when the principal shall not principal shall not extend or postpone the due date of any installments, when the principal shall not principal shall not operate to release, in any manner, the liability of the original bargary and light green of a principal shall not operate to release, in any manner, the liability of the original bargary and light green of a principal shall not operate to release, in any manner, the liability of the original bargary and light green of a principal shall not operate to release, in any manner, the liability of the original bargary and the principal shall not be a principal shall not principal Form 3036 9/90 (page 3 of 5)

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.

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.

ine benefit of its creditors, the placing of Borrower's property in receivership, trusteeship or conservatorship with of 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 sums secured hereby shall bear interest at the highest rate permitted to be charged on delinquent installments of principal and interest under the Loan Documents or 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, till reports and reasonable autorney'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 and shall all dower interest, if any, in and to the Property is hereby remised, released and forever quicklamed unto Lender by Borrower.

11. Assignments of the property of the sums hereby secured and with or without the appointment of a receiver, to every under and take possession of the Property, and Lender may operate, manage, rent and lease the Property and collect any rents, issues, income and profits therefron, the same being hereby absolutely assigned and transferred to and for the benefit and protection of Lender, contingent only upon the occurrence of an Event of Default. All rents collected by Lender may be applied 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 additional loan adva

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 13:114 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.

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ILI4 (6/10) ILI4 (6/10)

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28. Flood Insurance. If any part of any of the Property lies within a "special flood hazard area" as defined and specified by the United States Department of Housing and Urban Development pursuant to the Flood Disaster Protection Act of 1973 as now in effect; Borrower shall (i) promptly purchase and pay the premiums for flood insurance policies as Lender deems required so that Lender shall be deemed in compliance with the rules and regulations and provisions of the Flood Disaster Protection Act of 1973 as then in effect: and (ii) deliver such policies to Lender together with evidence satisfactory to Lender that the premiums therefor have been paid. Such policies of flood insurance shall be in a form satisfactory to Lender, shall name Lender as an insured thereunder, shall provide that losses thereunder be payable to Lender pursuant to such forms of loss payable clause as Lender may approve, shall be for an amount at least equal to the Indebtedness or the maximum limit of coverage made available with respect to any of the Property under the National Flood Insurance Act of 1968, as amended, whichever is less, and shall be noncancelable as to Lender except upon thirty (30) days prior written notice given by the insurer to Lender. Within thirty (30) days prior to the expiration date of each such flood insurance policy, Borrower shall deliver to Lender a renewal policy or endorsement together with evidence satisfactory to Lender that the premium therefor has been paid.

29. Jury Waiver, BORROWER WAIVES THE RIGHT TO TRIAL BY HIRY OF ANY MATTERS ARISING OUT OF 29. Jury Waiver. BORROWER WAIVES THE RIGHT TO TRIAL BY JURY OF ANY MATTERS ARISING OUT OF THIS MORTGAGE OR THE TRANSACTION CONTEMPLATED HEREBY. BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it. Witnesses: (Seal) (Seal) (Seal) (Seal) (Seal) Document NOTOFFICI (Seal) This Document is the property of the Lake County Recorder! STATE OF Indiana COUNTY 4th DAY OF September, 2015, On this before me, a Notary Public in and for said County and State, personally appeared JERRY L SWINSON AND CYNTHIA'S SWINSON, HUSBAND AND WIFE the individual(s) who executed the foregoing instrument and acknowledged that THEY did examine and read the same and did sign the foregoing instrument, and that the same is THEIR free act and deed IN WITNESS WHEREOF, I have hereunto set my hand My Commission Expires: \ BECKY JOAN MACHURA Notary Public - Seal State of Indiana Typed, Printed or Stamped Name **Lake County** My Commission Expires Jun 23, 2022 BECKY JOAN This instrument was prepared by: MACHURA

FIFTH THIRD BANK (WESTERN MICHIGAN) 1850 EAST PARIS GRAND RAPIDS, MI 49546

BOWLIN

ILI5 (06/10)

LISA

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I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number

dea

in this document, unless required by law.

EXHIBIT A

Situate in Lake County, Indiana:

The East 2-1/2 acres of the Northwest 1/4 of the Northeast 1/4 of the Southwest 1/4 of Section 4, Township 33 North, Range 8 West of the 2nd Principal Meridian, in Lake County, Indiana.

