STATE OF INDIANA LAKE COUNTY FILED FOR RECORD

2015 070457

2015 OCT 16 AM 10: 36

MICHAEL B. BROWN RECORDER

(Space Above This Line for Recording Data)

OPEN-END MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on September 18, 2015

The mortgagor is

ROBERT W. WESLEY AND DEBORAH L. WESLEY, HUS band & U. F.



("Lender").

Whose address is:

 $520\ S$ County Line RD , Hobart, In, 46342-0000 .

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

OHIO

and whose address is

1850 EAST PARIS GRAND RAPIDS, MI 49546

Borrower owes Lender the principal sum of

Forty Thousand Six Hundred Thirty Five AND 00/100

). This debt is evidenced by Borrower's note dated the same date as this Security Instrument Dollars (U.S. 40,635.00 ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on 09/25/45.

oan pocuments and any extensions or renewals TO SECURE to Lender (a) the repayment of the Ludebted thereof, with interest thereon, the payment of all other fur 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 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 hattire 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 to wit (herein, State of described property located in the County of LAKE

the "Real Estate"):

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

SEE ATTACHED EXHIBIT "A"

520 S COUNTY LINE RD, HOBART, IN 46342-0000

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 lawfully seized 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.

27189704

Form 3036 9/90 (page 1 of 5)

FIFTH THIRD BANK (NMLS #403245)

LOAN ORIGINATOR'S NAME: HEATHER ROMO

(NMLS # 1141027)

JUE WM #1507213

COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interests. 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 hereafter erected on the Property insured against the Property in the Property in the Property in the Property in Standard Standard Control of the Property in Standard S

one note or other debt instrument, at Lender's option beyments may be applied on any of the outstanding notes, or concurrently on more than one of the outstanding notes.

6. Preservation and Maintenance of Property: Leasehold; Condominiums; 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.

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, licenses and authorizations,

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

way to Environmental Laws; and

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 audited statement of condition and profit and loss statement for the Property for the preceding fiscal year, prepared and certified by

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.

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 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 payments referred to in Item 1 hereof or charge the amount of such installments.

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, symbols referred to in item thereof or charge the amount of such installments.

11. Borrower Not Released. But also not fine that for payment of modification of amortization of the sums secured by this Mortgage granted by Lender for any successor in interest of Borrower approved by Lender shall not operate to release, in any manner, the liability of the original Botrower and Borrower aproved by Lender shall not be required to commence proceedings against any successor or refuse time to payment or otherwise modified interest.

12. Forbearance by Lender Not A Waiver. Any torbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of, or preclude the exercise of, any such right or remedy. The procurement of insurance accelerate the maturity of the Indebtedness. Future Advances and Obligations secreted by this Mortgage.

13. Remedies Cumulative. All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage, the note-evidencing the Indebtedness or any of the Loan Documents, or as afforded by law or equity and may be exercised concurrently, independently or successively.

14. Successors and Assigns Bound; Joint and Several Liability; Captions. The covenants and agreements contained herein shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Borrower and Lender, subject to the provisions of Items 17 and 18 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the Items of this Mortgage are for convenience only and are not to used to interpret of define the provisions hereof.

15. Notice. Except for any notice required under applicable law to be given in another manner, any notice to Borrower are provided for in this Mortgage and the John sover a scar 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 written assumption agreement. Form 3036 9/90 (page 3 of 5) 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 he 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's option, may declare all of the sums secured by this Mortgage to be immediately due and payable wit

the Lender's at Lender's option, may declare all of the sums secured by this Mortgage to be infinediately 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, title reports and reasonable attorney'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

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

21. Assignments of Rents. Upon the occurrence 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, rent and lease the Property and collect any rents, issues, income and profits therefrom, 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 advances, with interest thereon, shall be secured by this Mortgage, when evidenced by promissory notes stating that such notes are secured hereby. At no time shall the principal amount of the indebtedness secured by this Mortgage, not including sums advanced in accordance herewith to protect the security of this Mortgage, exceed the original amount of the Indebtedness plus \$0.

23. Rental of Property Restricted Borrower shall not make or suffer to be made, any lease of the Property or any part

promissory notes stating that such notes are secured hereby. At no time shall the principal amount of the indebtedness secured by this Mortgage, not including sums advanced in accordance herewith to protect the security of this Mortgage, exceed the original amount of the Indebtedness plus \$0.

23. Rental of Property Restricted. Borrower shall not make, or suffer to be made, any lease of the Property or any part thereof, or any modification, extension or cancellation of any existing or future lease, without Lender's prior written consent, there is a lease of the Property. Borrower is to perform all of Borrower's obligations under such lease or leases. Borrower is not to accept any prepayment of rent for more than one month in advance without Lender's prior written consent. Upon Lender's refusit from time to time. Borrower is to furnish Lender a statement, in affidavit form, in such reasonable detail as Lender may require, of all of the leases on the Property and, on demand, to furnish Lender executed counterparts of any and all such leases. the Lake County of Cortening the Property or any part thereof without If Borrower shall enter into any lease agreement, written or the property and, on demand, to furnish Lender executed counterparts of any and all such leases. the Lake County of Cortening the Property or any part thereof without If Borrower shall enter into any lease agreement, written or obligated to perform under, any such lease in the event it exercises its remedies set forth in Item 18 or any other provision hereof.

24. Release. Upon payment of all Indebtedness, Obligations and Future Advances secured by this Mortgage, Lender Shall discharge this Mortgage as Security For Other Liabilities. This Mortgage shall serve as security for every other liability or liabilities of the Borrower to the Lender and any of its affiliates however created, direct or contingent, due or to become due, whether now or hereafter existing and whether the same may have been or shall be participated in, in whole or in part by ot

this Mortgage to the recorder for record.

Notwithstanding the above, no debt or other liability, as described above shall be secured by the within Mortgage, if it shall hereafter be created in a "consumer credit transaction" as defined in Title 1, Consumer Credit Protection Act, 15 U.S.C.A., Sections 1601 et. seq., as amended, or any successor tederal statute, or any applicable state statue containing substantially similar 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.

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ILI4 (6/10)

ILI4 (6/10)

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 JURY 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. (Seal) (Seal) DEBORAH L. WESLEY (Seal) (Seal) (Seal) Document (Seal) This Document is the property of the Lake County Recorder! COUNTY STATE OF \\\ On this 18th DAY OF September, 2015, before me, a Notary Public in and for said County and State, personally appeared ROBERT W. WESLEY AND DEBORAHL. WESLEY, HIS bound & Will 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 and official My Commission Expires JAMIE BETH LUKAS (Seal Notary Public - Seal State of Indiana anne Beth **Lake County** Typed, Printed or Stamped Name My Commission Expires Jun 23, 2023 This instrument was prepared by: FIFTH THIRD BANK (WESTERN MICHIGAN) 1850 EAST PARIS GRAND RAPIDS, MI 49546 I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law.

Form 3036 9/90 (page 5 of 5) ILI5 (06/10)

EXHIBIT A

THE FOLLOWING DESCRIBED REAL ESTATE IN LAKE COUNTY, IN THE STATE OF INDIANA:

PART OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 AND THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4, ALL IN SECTION 33, TOWNSHIP 36 NORTH, RANGE 7 WEST OF THE SECOND PRINCIPAL MERIDIAN IN LAKE COUNTY, INDIANA, AND DESCRIBED AS: COMMENCING AT A POINT 2662.65 FEET SOUTH OF THE NORTHEAST CORNER OF SAID SECTION; THENCE WEST AND PARALLEL TO THE NORTH LINE OF SAID SECTION 444.90 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING WEST ALONG THE LAST DESCRIBED LINE 200 FEET; THENCE DEFLECTING 88 DEGREES, 14 MINUTES TO FEET; THENCE EAST AND PARALLEL TO THE THE RIGHT AND NORTH 100 FEET; THENCE EAST AND PARALLEL TO THE NORTH LINE OF SAID SECTION 200 FEET; THENCE SOUTH 100 FEET TO THE PLACE OF BECINNING, CONTAINING 0.46 ACRES, MORE OR LESS, THE WEST 28 FEET OF THE HEREIN DESCRIBED PROPERTY IS RESERVED FOR STREET PURPOSES.

This Document is the property rotorior, RETURN TO:

FIRST AMERICAN WILL INSURAL

the Lake County RecorFERST AMERICAN NITLE INSURANCE CO.

IN

CLEVELAND, OHIO 44114 45-09-33-277-010.000-018 ROBERT W. WESLEY AND DEBORAH L. WESLEY NATIONAL RECORDING

520 SOUTH COUNTY LINE ROAD, HOBART IN 46342 4001710-27189704-2/27189704 Loan Reference Number : 50314460

First American Order No: Identifier: L/



WESLEY FIRST AMERICAN ELS OPEN END MORTGAGE