

2015 072688

2015 OCT 28 AM 9: 23

MICHAEL B. BROWN RECORDER

(Space Above This Line for Recording Data)

**OPEN-END MORTGAGE** 

Security Instrument") is given on September 25, 2015

The mortgagor is

MARTIN J. PLISKY AND NOREEN J. PLISKY, HUSBAND AND WIFE

XXXXXXXXX3222

Return to: Dawn Tetlak/AEG 5455 Detroit Rd, STE B Sheffield Village, OH 44054 440-716-1820

Whose address is:

6629 BUTTERCUP DR, SCHERERVILLE, IN, 46375-0000.

("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

Thirty Thousand AND 00/100

). This debt is evidenced by Borrower's note dated the same date as this Security Instrument Dollars (U.S. 30,000.00 ("Note"), which provides for monthly payments, with the full debr, 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 Botrower 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 , to wit (herein,

the "Real Estate"):

INDIANA

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

SEE ATTACHED EXHIBIT "A"

6629 BUTTERCUP ST, SCHERERVILLE, IN 46375-0000

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 profils and all fixtures now or hereafter permanently attached to, the Real Estate, and all right, title and interest of Borrower in and to the fand 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.

27468245

Form 3036 9/90 (page 1 of 5)

ILH (12/13)

LOAN ORIGINATOR'S NAME: JORIE STAHL

# 03066 9/90 (1 # 03066 7 OR'S NAME: JORIE STAHL TO 20:00

FIFTH THIRD BANK (NMLS #403245)

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 Indehedness 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 Mortage.

2. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Loader may require or as may be required by applicable law, the property of the sums secured by this Mortage unless required by the 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, 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 and the property of the sums according to the paid by Borrower and the property of the sums according to the paid by Lender, provided that such approval shall cole and shall include a standard mortage of the provider. All insurance policies and renewals thereof shall be in form acceptable to lender and shall include a standard mortage of the property of the sums of the property of the sums accorded by Lender, and the property of the sums accorded by Lender and shall include a standard mortage of the property of the sums of the property of the property

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

6. Preservation and Maintenance of Property; Leasehold, Concominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permy 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 by laws and regulations of the condominium or planned unit development.

7. Protection of Lender's Security. In 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/[0))

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 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 inderunify, 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.

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

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's potion, either to restoration or repair of the Property, or to the sums secured by this Mortgage, and if, in the sole discretion of Lender's potion, either to restoration or repair of the Property, or to the sums secured by this Mortgage, and if, in the sole discretion of Lender's potion estimated 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 remaches afforded it by law, and/or by this Mortgage, including those permitted by Item

indebtedness. Lender may without further definant of petigeneigns to declare-the achole of the remaining indebtedness immediately due and payable and may invoke any of the remedies afrorded to by the analyst of the remaining indebtedness immediately due and payable and may invoke any of the remedies afrorded to by the analyst of process of the first of t 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 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.

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 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 of pancel ation of any existing of that release, without Lender's prior written consent. If, with Lender's written consent, there is a lease on 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 that one month incadvance without Lender's prior written consent. Under's prior without Lender's prior in such lease or leases. Borrower is not to accept, any prepayment of rent for mo

with Lender's written consent, there is a lease on 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 inadvance without Lender's prior written consent. Upon Lender's request from this to this Borrower stop strikes bender a statement, in affidavit form, in such reasonable detail as Lender tray require, of all of the leases on the Property and, or demand, to furnish Lender executed counterparts of any and all such leases.

If Borrower shall enter into any lease agreement, written or oral, concerning the Property or any part thereof without having obtained Lender's prior written consent. Lender shall not be bound by, 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 indebtedricss, obligations and Puture Advances secured by this Mortgage, Lender shall discharge this Mortgage with any costs paid by Borrower.

25. 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, by trust agreement or otherwise, or on any number acquired by or accruing to the holder hereof, whether by agreement with, or It is the express intent of the parties hereof that this Mortgage and the note or notes given contemporaneously herewith, and any extensions or renewals thereof, shall also evidence and secure any additional loan advances made after the delivery of this Mortgage to the recorder for record.

this Mortgage to the recorder for record.

Notwithstanding the above, no debt or other liability and above shall be secured by the within Mortgage, if it shall hereafter be created in a consumer credit transaction as defined a Title I. Consumer Credit Protection Act, 15 U.S.C.A., provisions.

26. Ohio Covenant. If the Property is located in Ohio. Because and Leader covenant that Lender is authorized to do all things provided to be done by a mortgage under saction.

27. Uniform Commercial Code Security Agriculture and Because hereby grants Lender a security interest in all items included in the Property which can be subject to a security invest the Uniform Commercial Code. Borrower will execute 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, Lender will have the 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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IL14 (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 Waiyer, BORROWER WAIVES THE RIGHT TO TRIAL BY URBY 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)

> Document is (Seal) NOT OFFICIAL (Seal)

This Document is the property of the Lake County Recorder!

STATE OF INDIANA LOVU

COUNTY

On this 25th DAY OF September, 2015. before me, a Notary Public in and for said County and State, personally appeared

MARTIN J. PLISKY AND NOREEN J. PLISKY 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 IN WITNESS WHEREOF, I have hereunto set my hand and offici

My Commission Expires:

JÖRIE E. STAHL NOTARY PUBLIC SEAL STATE OF INDIANA - COUNTY OF LAKE Y COMMISSION EXPIRES NOV. 20, 201

Name

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. (15/16

Form 3036 9/90 (page 5 of 5)

ILI5 (06/10)

(Seal)

(Seal)

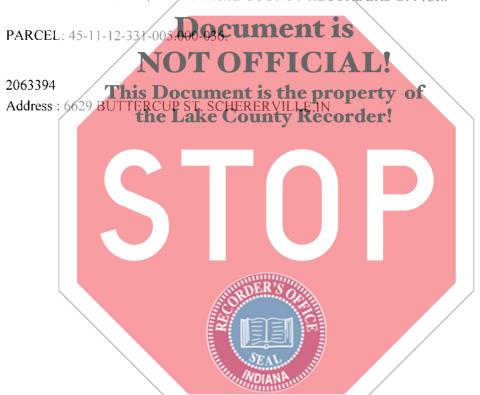
(Seal)

## **EXHIBIT A**

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

LOT NO. 92 IN PRAIRIE ESTATES, PHASE 2, UNIT 1, AN ADDITION TO THE TOWN OF SCHERERVILLE, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 90, PAGE 31 IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

THIS BEING THE SAME PROPERTY CONVEYED TO MARTIN J. PLISKY AND NOREEN J. PLISKY, HUSBAND AND WIFE, DATED 04/06/2004 AND RECORDED ON 04/13/2004 IN INSTRUMENT NUMBER 2004 029816, IN THE LAKE COUNTY RECORDERS OFFICE.



10/26/2015 New Documer

