l	STATE OF PRIMANA LAKE COURTY FILED FOR RECORD	
2015 080895		
E010 000032	2015 DEC -3 AM 10: 1, 1	
	MICHAEL D. BAOWN Recorder	
(Space Above This Line for OPEN-END MO THIS MORTGAGE ("Security Instrument") is given on October 20, 2 The mortgagor is CHARLES A. SAAGER AND THERESA SAAGER, HUSBAND AND WI	RTGAĜE 2015 FE Retur 543	XXXXXXXX8298
Whose address is: 114 E PORTER ST, CROWN POINT, IN, 46307 ("Borrower"). This Security Instrument is given to FIFTH THIRD BAN	0000 . ik (western michigan)	
which is organized and existing under the laws of OHIO	and whose address is	
1850 EAST PARIS GRAND RAPEBorrower owes Lender the principal sum ofThirty Thousand AND of		("Lender").
Dollars (U.S. $_{30,000.00}$). This debt is evidenced by Borrower ("Note"), which provides for monthly payments, with the full debt, if		
TO SECURE to Lender (a) the repayment of the Indebtedness evidence thereof, with interest thereon, the payment of all other funds, with interest security of this Mortgage, and the performance of the covenants and a Loan Documents or any document executed in connection therewith, a indebtedness of Borrower owed to Lender and all affliates collentery (c) the repayment of any future advances, with interest thereon, made "Future Advances"), Borrower does hereby mortgage, grant and conver described property located in the County of LAKE the "Real Estate"): which has the address of ("Property Address");	rest thereon, advanced in accordant greements of Borrower herein cont and (b) the repayment of any and all of any catore othersoever (collective to Borrower by Lender pursuant to ey to Lender, with mortgage covern , State of INDLANA	nce herewith to protect the ained, or contained in the l other loans, advances or vely the "Obligations") and I tem 22 hereof (herein
TOGETHER WITH all the improvements now or hereafter erect appurtenances, rents, royalties, mineral, oil and gas rights and profiss, the Real Estate, and all right, title and interest of Borrower in and to it adjoining the Real Estate, all of which, including replacements and add the Real Estate covered by this Mortgage; and all of the foregoing, tog Mortgage is on a leasehold) are herein referred to as the "Property". BORROWER COVENANTS that Borrower is lawfully seized of grant, and convey the Property, that the Property is unencumbered and	and all fixtures now or hereafter per terior and lying in the streets and road throws thereto, shall be deemed to ether with said Real Estate (or the f one estate hereby conveyed and h	ermanently attached to, ds, in front of and be and remain a part of leasehold estate if this has the right to mortgage,
Property against all claims and demands.	Eorm 3036 9/90 (page 1 of	(5) ILII (12/13)
27452016	Form 3036 9/90 (page 1 of	() ILII (12/13)

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27452016

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FIFTH THIRD BANK (NMLS #403245)

LOAN ORIGINATOR'S NAME: BENNETT COULOPOULOS (NMLS # 1268057)

24 2 MM 2 4034438

COVENANTS. Borrower and Lender covenant and agree as follows:

COVENNETS. Borrower and Lender covenant and agree as follows:
19. Support of Principal and Instruct. Borrower shall promptly my when due the principal and the interests on the found of the principal and interest on any Fourte Advances, Obligations or other sums as a support of the principal and interest on any Fourte Advances, Obligations or other sums as a Lender may require the interest support of the principal and interest on any Fourte Advances, Obligations or other sums as a Lender may require the interest support of the principal and interest or any Fourte Advances, Obligations or other sums as Lender may require the principal and interest in more versions or renewals there and the interest of the principal and interest or any Fourte Advances, Obligation of the principal advances of the principal and interest of the principal advances of the princi

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
(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

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

(d) Lender will not be deemed to assume any liability or obligation or duty to clean-up or dispose of wastes on or relating 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 foreglosure networe, notice or by 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 ownerder in second and 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 nor or rearing a contified public acountant acceptable to Lender.
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I. Unless Lender and Borrower otherwise agree Diviting, any application of proceeds to principal shall not extend or

Thereot:
Unless Lender and Borrower otherwise are of the time are and callion of the borrower and call and the sums secured by the sums secured by the due date of any installment avenues referred to in them to report of a monut of such installment.
Herein State and the sums secured by the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor of These Ene or parvenet of control of the sums secured by this Mortgage transfered by the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor of These Ene or parvenet of borrower and the sums secured by this mortgage by reason of any domand made by the original Borrower's successors in interest.
Torbearnee By Lender to Not Advised. Adv original Borrower's successors in interest.
Torbearnee By Lender 1. A the original Borrower of optimum ender the exercise of any such right or remedy. The proceedings against any successor of the sums secured by this dortgage by reason of any domand made by the original Borrower of Dortower's successors in interest.
Remedies Cumulative. All rendels or charges by Lender shall not be a waiver of lender's right to accelerate the maturity of the Indebtedness. Future Advances and Obligations secured by this Mortgage. The captions and several Lender, subject to be such as a forded by law or equity and may be exercised concurrently, indemendently or successive.
A. Successors and Assigns Bound, Joint and Several Liability Captions. The covenants and agreements contained the provisions of letrems and agreements of the some agreement so the secure of the same action of the sums secure by the secure of in this Mortgage and the system of the respective successors and assigns the original Borrower and provide and the secure and assigns. Bound's successors and assigns the original Borrower and assigns to the reavent and any original Borro 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 with the terms of this Mortgage, of the aforesaid Loan Documents or of any other document executed in conjunction with this Mortgage or the Loan Documents, or in the performance of any covenant or agreement of Borrower in this Mortgage or in the payment or performance of any document or instrument securing any Indebtedness or Obligation, or upon the filing of any lien or charge against the Property or any part thereof which is not removed to the satisfaction of Lender within a period of 30 days thereafter, the institution of any proceeding to enforce the lien or charge upon the Property or any part thereof, the filing of any proceeding by or against Borrower in bankruptcy, insolvency or similar proceedings, assignment by Borrower of its property for the benefit of its creditors, the placing of Borrower's property in receivership, trusteeship or conservatorship with or without action or suit in any Court, or the abandonment by Borrower of all or any part of the Property (herein "Events of Default"), then the Lender, at Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without notice to the Borrower. The 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.

19. Borrower's Right to Redeem. Borrower shall have such rights of redemption as are provided by the law of the State where the Property is located.
20. Dower. Borrower convenants that all dower interest, if any, in and to the Property is hereby remised, released and forever 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.

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.

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 50. **3. 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 cancellation of any existing or future lease, without Lender's prior written consent. If, with Lender's written consent, there is a lease on the Property abortower 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 request 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 feases on the Property and of the reases on the Property of all of the reases on the Property of all of the feases of the Property on any part thereof without Lender's prior written consent. Lender's written consent, Lender shall not be bound by, or obligated to perform under, any such lease in the event it exercises its remedies set form in them 18 or any other provision hereof. **4. Release.** Upon payment of all Indebtedness. Obligations and Future Advances secured by this Mortgage, Lender shall discharge this Mortgage with any costs paid by Borrower. **5. Mortgage as Security For Other Liabilities.** This Mortgage shall serve as security for every other liability or liabilities of the Borrower to the Lender by anyone whomsoever. It is the express intent of the parties hereto that this Mortgage and the note or notes given contemporaneously herewith, or by assignment or endorsement to the parties hereto that his Mortgage and the note or notes given contemporaneously herewith, or by assignment or endorsement to the parties hereto that his Mortga

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 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 whatsoever, without in any way affecting the availability of Lender's remedies under the Uniform Commercial Code or of the remedies in this Mortgage. This Mortgage may be filed with appropriate authorities as a Uniform Commercial Code Financing Statement. Form 3036 9/90 (page 4 of 5) ILI4 (6/10

Form 3036 9/90 (page 4 of 5) ILI4 (6/10) 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.

Bannett Coulopoulos	let an	(Seal)
BH Cuy	CHARLES A. SAAGER Theresa Barger	(Seal)
	THERESA SAAGER ()	(Seal)
		(Seal)
Do	cument is	(Seal)
	OFFICIAL!	(Seal)
	nent is the property of	
STATE OF IN , CALE the Lake	e County Recorder!	
On this 20th DAY OF October, 2015, before m personally appeared CHARLES A. SAAGER AND THERESA SAAGER, HUSE	e, a Notary Public in and for said County and State, BAND AND WIFE	
the individual(s) who executed the foregoing instrumen and did sign the foregoing instrument, and that the sam IN WITNESS WHEREOF, I have hereunto set my	te is THEIR free act and deed.	e same
My Commission Expires: May A 2010 (Seal) COLEEN ADLEY NOTARY PUBLIC SEAL STATE OF INDIANA - COUNTY OF LAKE MY COMMISSION EXPIRES MAY 14, 2016	Typed, Printed or Stamped Name	
This instrument was prepared by:	COLEEN ADLEY IIRD BANK (WESTERN MICHIGAN) T PARIS GRAND RAPIDS, MI 49546	
T offine under the negative for marines, that I have tal	ren recommended care to reduct each Social Socurity number	

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. BRANDI PIERCE Brance

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

EXHIBIT A

THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN LAKE COUNTY, INDIANA:

THE EAST 66 FEET OF LOTS 1 AND 2, BLOCK 14, RAILROAD ADDITION TO THE TOWN OF CROWN POINT, AS SHOWN IN MISCELLANEOUS RECORD A, PAGE 509.

THIS BEING THE SAME PROPERTY CONVEYED TO CHARLES A. SAAGER AND THERESA SAAGER, DATED 10/24/2011 AND RECORDED ON 11/10/2011 IN INSTRUMENT NO. 2011-063217, IN THE LAKE COUNTY RECORDERS OFFICE.

PARCEL NUMBER: 45-16-05-456-005.000-042

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