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2016 017978

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2016 MAR 24 AM 8:25

MICHAEL B. BROWN  
RECORDER

After Recording Return To:  
GUARANTEED RATE, INC.  
3940 N RAVENSWOOD  
CHICAGO, ILLINOIS 60613  
Loan Number: 151416821

[Space Above This Line For Recording Data]

### MORTGAGE

MIN: 100196399009295450

MERS Phone: 888-679-6377

#### DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

- (A) "Security Instrument" means this document, which is dated MARCH 9, 2016, together with all Riders to this document.
- (B) "Borrower" is MATTHEW LIBBRECHT, A MARRIED MAN

**This Document is the property of  
the Lake County Recorder!**

Borrower is the mortgagor under this Security Instrument.

- (C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the mortgagee under this Security Instrument. MERS is organized and existing under the laws of Delaware, and MERS has a mailing address of P.O. Box 2026, Flint, MI 48501-2026 and a street address of 1901 E. Voorhees Street, Suite C, Danville, IL 61834. The MERS telephone number is (888) 679-MERS.
- (D) "Lender" is GUARANTEED RATE, INC.

Lender is a DELAWARE CORPORATION organized and existing under the laws of DELAWARE Lender's address is 3940 N RAVENSWOOD, CHICAGO, ILLINOIS 60613



AMOUNT \$ 96-  
 CASH \_\_\_\_\_ CHARGE \_\_\_\_\_  
 CHECK # 8779 8812  
 OVERAGE \_\_\_\_\_  
 COPY \_\_\_\_\_  
 NON-COM \_\_\_\_\_  
 CLERK AM

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(E) "Note" means the promissory note signed by Borrower and dated MARCH 9, 2016. The Note states that Borrower owes Lender ONE HUNDRED SEVEN THOUSAND EIGHT HUNDRED TWO AND 00/100 Dollars (U.S. \$ 107,802.00 ) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than APRIL 1, 2046.

(F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- |  |  |
|--|--|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Planned Unit Development Rider  |
| <input type="checkbox"/> Balloon Rider         | <input type="checkbox"/> Biweekly Payment Rider  |
| <input type="checkbox"/> 1-4 Family Rider      | <input type="checkbox"/> Second Home Rider   |
| <input type="checkbox"/> Condominium Rider     | <input checked="" type="checkbox"/> Other(s) [specify]<br>Construction Rider, Investor Rider To<br>Security Instrument, Rehabilitation<br>Loan Rider |
- X CONSTRUCTION LOAN AGREEMENT

(I) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(J) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(K) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(L) "Escrow Items" means those items that are described in Section 3.

(M) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(N) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(O) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(Q) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

**TRANSFER OF RIGHTS IN THE PROPERTY**

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS the following described property located in the

COUNTY of Lake :

[Type of Recording Jurisdiction]

[Name of Recording Jurisdiction]

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "A".  
A.P.N. : 45-19-25-352-011.000-008

which currently has the address of

1320 CRESTWOOD DR

[Street]

LOWELL

, Indiana

46356

("Property Address"):

[City]

[Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

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

**THIS SECURITY INSTRUMENT** combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

**UNIFORM COVENANTS.** Borrower and Lender covenant and agree as follows:

**1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

**2. Application of Payments or Proceeds.** Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

**3. Funds for Escrow Items.** Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA.



Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

**4. Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

**5. Property 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 any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater

or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

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. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

**6. Occupancy.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

**7. Preservation, Maintenance and Protection of the Property; Inspections.** Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

**8. Borrower's Loan Application.** Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

**9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument.** If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. Borrower shall not surrender the leasehold estate and interests herein conveyed or terminate or cancel the ground lease. Borrower shall not, without the express written consent of Lender, alter or amend the ground lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

**10. Mortgage Insurance.** If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.



Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

**(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.**

**(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.**

**11. Assignment of Miscellaneous Proceeds; Forfeiture.** All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to



Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

**12. Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

**13. Joint and Several Liability; Co-signers; Successors and Assigns Bound.** Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

**14. Loan Charges.** Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

**15. Notices.** All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to

Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

**16. Governing Law; Severability; Rules of Construction.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

**17. Borrower's Copy.** Borrower shall be given one copy of the Note and of this Security Instrument.

**18. Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by applicable law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

**19. Borrower's Right to Reinstate After Acceleration.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to Section 22 of this Security Instrument, (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured

hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

**20. Sale of Note; Change of Loan Servicer; Notice of Grievance.** The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

**21. Hazardous Substances.** As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge; (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.



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

**22. Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

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

**24. Waiver of Valuation and Appraisal.** Borrower waives all right of valuation and appraisal.



Loan Number: 151416821

Date: MARCH 9, 2016

Property Address: 1320 CRESTWOOD DR  
LOWELL, INDIANA 46356

**EXHIBIT "A"**

**LEGAL DESCRIPTION**

**Lot 161 in Woodland Hills 10th Addition to the Town of Lowell, Lake County,  
Indiana.**



A.P.N. # : 45-19-25-352-011.000-008

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

  
Matthew Liebrecht (Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower



Witness:

Witness:

\_\_\_\_\_



[Space Below This Line For Acknowledgment]

State of INDIANA

SS:

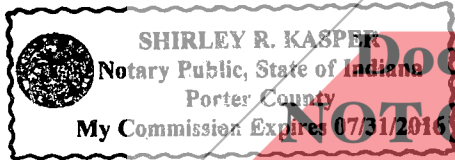
County of Lake

Before me, Shirley Kasper, Notary Public

this 9th day of MARCH, 2016, Matthew Liebrecht

acknowledged the execution of the annexed mortgage.

[Signature]  
Notary Signature



Shirley Kasper  
Printed/Typed Name Notary Public

**Document is NOT OFFICIAL!**

My commission expires: 7-31-16

**This Document is the property of the Lake County Recorder!**

(Seal)

County of residence: BA

This instrument was prepared by: GUARANTEED RATE, INC.

Taina Vallejo

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.

Taina Vallejo  
Signature of Preparer



Loan Originator: James Paglis, NMLSR ID 109395  
Loan Originator Organization: Guaranteed Rate, Inc, NMLSR ID 2611

INDIANA--Single Family--Fannie Mae/Freddie Mac UNIFORM INSTRUMENT - MERS  
Form 3015 01/01 Page 14 of 14

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**CONSTRUCTION LOAN RIDER TO SECURITY INSTRUMENT  
(INCLUDING SECURITY AGREEMENT)  
(To Be Recorded With The Security Instrument)**

**LENDER:** GUARANTEED RATE, INC.

**BORROWER:** Matthew Liebrecht

**PROPERTY:** 1320 CRESTWOOD DR, LOWELL, INDIANA 46356

**THIS CONSTRUCTION LOAN RIDER TO SECURITY INSTRUMENT** (the "Rider") shall be deemed to amend and supplement the Mortgage, Open-End Mortgage, Deed of Trust, Credit Line Deed of Trust, and any and all riders or amendments thereto (the "Security Instrument") of the same date, to which this Rider is attached, given by the undersigned (the "Borrower") to secure Borrower's Promissory Note to Lender of the same date (the "Note") and covering the property (the "Property") described in this Security Instrument. All terms defined in the Note and elsewhere in this Security Instrument shall have the same meaning in this Rider.

**AMENDED AND ADDITIONAL COVENANTS.** In addition to the covenants and agreements made in this Security Instrument, Borrower and Lender further covenant and agree as follows:

- 1. Construction Loan Agreement.** Borrower's Note evidences Borrower's promise to pay Lender the aggregate amount of all advances made and distributed by Lender under the terms and conditions of a Construction Loan Agreement between Lender and Borrower dated the same date as the Note (the "Loan Agreement"). The Loan Agreement provides for construction of certain improvements (the "Improvements") on the Property. Borrower agrees to comply with the covenants and conditions of the Loan Agreement. This Security Instrument secures to Lender (a) the repayment of the debt evidenced by the Note, including the aggregate amount of all advances made by Lender from time to time under the terms of the Loan Agreement, with interest at the Construction Phase Note Rate, and all renewals, extensions, and modifications of the Note, (b) the performance of all of Borrower's covenants and agreements under the Note, this Security Instrument, and the Loan Agreement (the "Loan Documents"), and (c) the payment of all other sums, with interest at the Note Rate, advanced by Lender to protect the security of this Security Instrument, or to perform any of Borrower's obligations under the Loan Documents. Upon the failure of Borrower to keep and perform all the covenants, conditions and agreements of the Loan Agreement, the Principal and all interest and other charges provided for in the Loan Documents and secured hereby shall, at the option of the Lender, become immediately due and payable in full.
- 2. Future Advances.** During the construction of the Improvements (the "Construction Phase"), interest will accrue on the outstanding Principal according to the terms set forth in the Note and the Construction Loan Addendum To Note. Provided there has been no default as defined in the Note, the Loan



Agreement, or this Security Instrument, Lender is legally obligated to make advances of principal upon application therefor by the Borrower in accordance with the provisions of the Note and Loan Agreement up to a maximum Principal amount (including present and future obligations), which is equal to the amount of the Note as set forth in the Security Instrument. Such advances shall be evidenced by the Note, made under the terms of the Loan Agreement and secured by this Security Instrument and may occur for a period up to the end of the Construction Phase, but in no event after \_\_\_\_\_ months from the date of this Rider.

3. **Assignment of Rights or Claims.** From time to time as Lender deems necessary to protect Lender's interest, Borrower shall, upon request of Lender, execute, acknowledge before a notary, and deliver to Lender, assignments of any and all rights or claims which relate to the construction on the Property.
4. **Breach by Borrower.** In case of breach by Borrower of the covenants and conditions of the Loan Agreement, subject to any right of Borrower to cure Borrower's default, Lender, at Lender's option, with or without entry upon the Property (a) may invoke any of the rights or remedies provided in the Loan Agreement, (b) may accelerate the sums secured by this Security Instrument and invoke any of the remedies provided in this Security Instrument, or (c) may do both. Lender's failure to exercise any of its rights and remedies at any one time shall not constitute a waiver by Lender of its right to exercise that right or remedy, or any other right or remedy, in the future.
5. **Permanent Mortgage Date.** On the day the Construction Phase ends, the loan evidenced by the Note will be a permanent mortgage loan ("Permanent Mortgage Date"). Beginning on the Permanent Mortgage Date, interest shall accrue as stated in the Note and monthly payments of principal and interest shall be due and payable as set forth in the Note.
6. **Security Agreement and Financing Statement.** The property covered by this Security Instrument includes the Property previously described or referred to in this Security Instrument, together with the following, all of which are referred to as the "Property." The portion of the Property that constitutes real property is sometimes referred to as the "Real Property." The portion of the Property which constitutes personal property is sometimes referred to as the "Personal Property," and is described as follows: (i) Borrower's right to possession of the Property; (ii) any and all fixtures, machinery, equipment, building materials, appliances, and goods of every nature whatsoever now or hereafter located in, or on, or used, or intended to be used in connection with the Property or the Improvements, and all replacements of and accessions to those goods; and (iii) proceeds and products of the Personal Property. Despite any other provision of this Rider or any other Loan Document, however, Lender is not granted, and will not have, a non-purchase money security interest in household goods, to the extent that such a security interest would be prohibited by applicable law.

This Security Instrument is and shall be a security agreement granting Lender a first and prior security interest in all of Borrower's right, title and interest in and to the Personal Property, under and within the meaning of applicable state laws, as well as a document granting a lien upon and against the Real Property. In the event of any foreclosure sale, whether made by Trustee, or under judgment of a court, all of the Real Property and Personal Property may, at the option of Lender, be sold as a whole or in parcels. It shall not be necessary to have present at the place of such sale the Personal Property or any part thereof. Lender, as well as Trustee on Lender's behalf, shall have all the rights, remedies and recourse with respect to the Personal Property afforded to a "Secured Party" by applicable state laws in

addition to and not in limitation of the other rights and remedies afforded Lender and/or Trustee under this Security Instrument. Borrower shall, upon demand, pay to Lender the amount of any and all expenses, including the fees and disbursements of Lender's legal counsel and of any experts and agents, which Lender may incur in connection with: (i) the making and/or administration of this Security Instrument; (ii) the custody, preservation, use or operation of, or the sale of, collection from, or other realization upon any Property, real and/or personal, described in this Security Instrument; (iii) the exercise or enforcement of any of the rights of Lender under this Security Instrument; or (iv) the failure by Borrower to perform or observe any of the provisions or covenants in this Security Instrument.

Lender may, at its election, at any time after the delivery of this Security Instrument, sign one or more copies of this Security Instrument in order that such copies may be used as a financing statement under applicable state laws. Lender's signature need not be acknowledged, and is not necessary to the effectiveness hereof as a deed of trust, a security agreement, or (unless otherwise required by applicable law) a financing statement.

Borrower also authorizes Lender to sign and file, without Borrower's signature, such financing and continuation statements, amendments, and supplements thereto, and other documents that Lender may from time to time deem necessary to perfect, preserve and protect Lender's security interest in the Property. If any other documents are necessary to protect Lender's interest in the Property, Borrower agrees to sign these documents whenever Lender asks. Borrower also gives Lender permission to sign these documents for Borrower.

7. **Invalid Provisions.** If any provision of this Security Instrument is declared invalid, illegal, or unenforceable by a court of competent jurisdiction, then such invalid, illegal or unenforceable provision shall be severed from this Security Instrument and the remainder enforced as if such invalid, illegal or unenforceable provision is not a part of this Security Instrument.

8. **Addresses.**

The name and address of the Borrower is:  
Matthew Liebrecht  
12301 W 157th AV, Lowell, Indiana 46356

The name and address of the Lender/Secured Party is:  
GUARANTEED RATE, INC.  
3940 N RAVENSWOOD, CHICAGO, ILLINOIS 60613

9. **Relation to Loan Agreement.** This Security Instrument is subject to all of the applicable terms and conditions contained in the Loan Agreement. The Loan Agreement is to be filed in the County Clerk's Office in the County where the Property is located at the same time this Security Instrument is recorded. If Borrower fails to keep any of the promises Borrower makes in the Loan Agreement, Lender may require that the entire balance of Borrower's debt to Lender be paid immediately. The terms and conditions of this Rider shall survive the termination of the Loan Agreement and the repayment of the Loan.

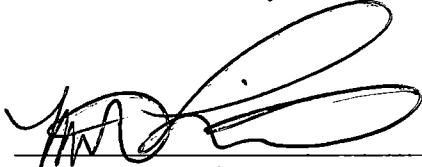
**10. Paragraph 6 of the Security Instrument.** The first sentence of Paragraph 6 of the Security Instrument is hereby modified to read as follows:

Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the end of the Construction Phase and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

All other provisions in Paragraph 6 of this Security Instrument remain unchanged.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Rider.

Dated this 9th day of MARCH, 2016



\_\_\_\_\_  
Matthew Liebrecht -Borrower

\_\_\_\_\_  
\_\_\_\_\_  
-Borrower





**INVESTOR RIDER TO SECURITY INSTRUMENT  
(To Be Recorded With The Security Instrument)**

**THIS IS A MODEL DOCUMENT FOR USE IN CONSTRUCTION LOAN TRANSACTIONS. THIS FORM IS PROVIDED AS AN EXAMPLE AND IS NOT VALID AND ENFORCEABLE IN ALL JURISDICTIONS. NOTE HOLDERS SHOULD CONSULT WITH LEGAL COUNSEL TO ENSURE THAT ALL FORMS USED TO ORIGINATE CONSTRUCTION TO PERMANENT MORTGAGES ARE APPROPRIATE, AND THAT ALL LEGAL INSTRUMENTS ARE COMPLETED CORRECTLY AND IN COMPLIANCE WITH APPLICABLE LAW.**

**NOTE HOLDER:** GUARANTEED RATE, INC., A DELAWARE CORPORATION

**BORROWER:** Matthew Liebrecht

**PROPERTY:** 1320 CRESTWOOD DR  
LOWELL, INDIANA 46356

**THIS INVESTOR RIDER TO SECURITY INSTRUMENT** is made this 9th day of MARCH, 2016 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note (the "Note") to GUARANTEED RATE, INC., A DELAWARE CORPORATION (the "Note Holder") of the same date and covering the Property described in the Security Instrument and located at:

1320 CRESTWOOD DR, LOWELL, INDIANA 46356  
[Property Address]

**ADDITIONAL COVENANTS.** In addition to the covenants and agreements made in the Security Instrument, Borrower and Note Holder further covenant and agree as follows:

**A. RENTS; ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; OTHER REMEDIES.**

**1. Definitions.**

a. As used in this paragraph A, the term "Rents" means all of the rents, revenues, income, proceeds, profits and other benefits, whether now due, past due or to become due, paid or payable for using, leasing, licensing, possessing, residing in, or otherwise using the Property. The term "Rents" includes, without limitation, all rentals from tenants occupying the Property or any portion of the Property, all prepaid rent,

all fees for parking, storage or other use of the Property, income from rental of personal property paid by such tenants to Borrower, and all security, pet or other deposits.

b. As used in this paragraph B, the term "Event of Default" means a default by Borrower under the terms of the Security Instrument.

**2. Assignment of Rents; Appointment of Receiver; Other Remedies.**

a. Borrower absolutely and unconditionally sells, assigns and transfers to Note Holder all of Borrower's rights, title and interest in and to Rents. Borrower authorizes Note Holder to collect, sue for and compromise Rents and directs each tenant of the Property to pay all Rents to, or as directed by, Note Holder. Borrower shall collect and receive all Rents on behalf of Note Holder, and shall pay to Note Holder all Rents collected for application to the amounts then due and payable under the Note and the Security Instrument and the current costs and expenses of owning, managing, operating and maintaining the Property, with the balance, so long as there exists no Event of Default, to be paid to the account of Borrower. Borrower hereby acknowledges Note Holder's unqualified right at any time to appoint any other person, including Note Holder, to collect Rents on behalf of Note Holder. BORROWER AND NOTE HOLDER INTEND THIS ASSIGNMENT OF RENTS TO BE IMMEDIATELY EFFECTIVE AND TO CONSTITUTE AN ABSOLUTE PRESENT AND UNCONDITIONAL ASSIGNMENT AND NOT AN ASSIGNMENT FOR ADDITIONAL SECURITY ONLY. THE PROVISIONS OF THIS PARAGRAPH A.2.a. SHALL CONTROL OVER ANY CONFLICTING OR INCONSISTENT TERM OR PROVISION OF THE SECURITY INSTRUMENT. IT SHALL NEVER BE NECESSARY FOR NOTE HOLDER TO INSTITUTE LEGAL PROCEEDINGS OF ANY KIND OR TO TAKE ANY FURTHER ACTION WHATSOEVER TO ENFORCE THE PROVISIONS OF THIS PARAGRAPH A.2.a. From and after the occurrence of any Event of Default, and without the necessity of Note Holder entering upon and taking and maintaining control of the Property directly, or by a court-appointed receiver, Note Holder shall without notice be entitled to all Rents as they become due and payable, including without limitation Rents then due and unpaid, and all Rents shall immediately upon the occurrence of the Event of Default be held by Borrower as trustee for the benefit of Note Holder only. Borrower shall pay to Note Holder upon demand all Rents to which Note Holder is entitled under the preceding sentence. At any time on or after the date of such demand, Note Holder may give, and Borrower hereby irrevocably authorizes Note Holder to give, notice to any or all tenants of the Property instructing them to pay all Rents to Note Holder. Immediately upon such event, Borrower shall deliver to Note Holder all documents, records and accounts relating to the Rents. No tenant shall be obligated to inquire further as to the occurrence or continuance of an Event of Default, and no tenant shall be obligated to pay to Borrower any amounts which are actually paid to Note Holder in response to such a notice. Any such notice by Note Holder shall be delivered to each tenant personally, by mail or by delivering such demand to each rental unit. Borrower shall not interfere with and shall cooperate with Note Holder's collection of such Rents.

b. Borrower represents and covenants to Note Holder that Borrower has not executed any prior assignment of Rents, and that Borrower has not performed, and Borrower covenants and agrees that Borrower will not perform, any acts and has not executed, and shall not execute, any instrument which would prevent Note Holder from exercising its rights under this paragraph A. Promptly upon request by Note Holder, Borrower agrees to execute and deliver such further assignments of Rents as Note Holder may from time to time require.

c. If an Event of Default has occurred and is continuing, Note Holder may, regardless of the adequacy of Note Holder's security or the solvency of Borrower and even in the absence of waste, enter upon and take and maintain full control of the Property in order to perform all acts necessary and appropriate for the operation and maintenance of the Property, including without limitation, the execution, cancellation or

modification of leases relating to the Property or any portion of the Property, the collection of all Rents, the making of repairs to the Property and the execution or termination of contracts providing for the management, operation or maintenance of the Property, for the purpose of protecting the Property or the security of the Security Instrument, or for such other purposes as Note Holder in its discretion may deem appropriate. Alternatively, if an Event of Default has occurred and is continuing, regardless of the adequacy of Note Holder's security, without regard to Borrower's solvency and without the necessity of giving prior notice (oral or written) to Borrower, Note Holder may apply to any court having jurisdiction for the appointment of a receiver for the Property to take any or all of the actions set forth in the preceding sentence. If Note Holder elects to seek the appointment of a receiver for the Property at any time after an Event of Default has occurred and is continuing, Borrower, by its execution of this Rider, expressly consents to the appointment of such receiver, including without limitation the appointment of a receiver ex parte if permitted by applicable law. Note Holder or the receiver, as the case may be, shall be entitled to receive a reasonable fee for managing the Property. Immediately upon appointment of a receiver or immediately upon Note Holder's entering upon and taking possession and control of the Property, Borrower shall surrender possession of the Property to Note Holder or the receiver, as the case may be, and shall deliver to Note Holder or the receiver, as the case may be, all documents, records (including records on electronic or magnetic media) accounts, surveys, plans, and specifications relating to the Property. In the event Note Holder takes possession and control of the Property, Note Holder may exclude Borrower and its representatives from the Property. Borrower acknowledges and agrees that the exercise by Note Holder of any of the rights conferred under this paragraph A. shall not be construed to make Note Holder a mortgagee-in-possession of the Property.

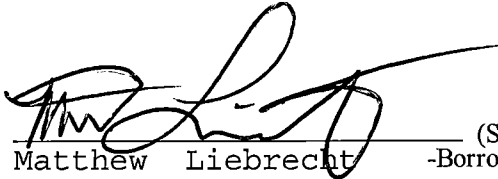
d. In no event will this assignment of Rents reduce Borrower's debt to Note Holder except to the extent, if any, that funds are actually received by Note Holder pursuant to this assignment of Rents and applied to the sums secured by the Security Instrument in accordance with this paragraph A. The Rents shall be applied to the extent available in the following order of priority. First, to the costs and expenses, if any, of taking control of and managing the Property and collecting the Rents, including without limitation, attorneys' fees and fees of other professionals (including without limitation, appraisers, accountants, and environmental assessment experts), Trustee's fees, if any, to the extent permitted by applicable law, receiver's fees, court expenses, premiums on receiver's bonds, costs of repair to the Property, premiums on insurance policies, taxes, assessments and other charges on the Property, and the costs of discharging any obligation or liability of Borrower as lessor or landlord of the Property. Second, to the sums secured by the Security Instrument, whether or not then due. Third, to Borrower. The Rents assigned under this paragraph A. shall be spread or deemed earned over the term of the loan evidenced by the Note. Borrower shall give Note Holder access to all books and records used in the operation and maintenance of the Property, but Note Holder shall be liable to account only for those Rents actually received. Note Holder shall not be liable to Borrower, anyone claiming under or through Borrower or anyone having an interest in the Property by reason of any act or omission of Note Holder, and Borrower hereby releases and discharges Note Holder from any such liability to the fullest extent permitted by law.

e. If the Rents are not sufficient to meet the costs of taking control of and managing the Property and collecting the Rents, any funds expended by Note Holder for such purposes shall become indebtedness of Borrower to Note Holder secured by the Security Instrument, as specified in the Security Instrument.

f. Any entering upon and taking control of the Property by Note Holder or the receiver, as the case may be, and any application of Rents as provided in this Rider shall not cure or waive any Event of Default or invalidate any other right or remedy of Note Holder under applicable law or provided for in the Security Instrument. This assignment of Rents shall terminate at such time as all sums secured by the Security Instrument are paid in full.

**B. CROSS-DEFAULT.** Borrower's default or breach under any note or agreement including but not limited to the Construction Loan Agreement relating to the Property, in which Note Holder has an interest, shall be a breach under the Security Instrument and Note Holder may invoke any of the remedies permitted by the Security Instrument.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Investor Rider to Security Instrument.

  
\_\_\_\_\_  
Matthew Liebrecht (Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
Borrower

\_\_\_\_\_  
(Seal)  
-Borrower





This instrument prepared by:  
GUARANTEED RATE, INC.  
3940 N. RAVENSWOOD AVE.  
CHICAGO, IL 60613

After recording return to:  
GUARANTEED RATE, INC.  
3940 N. RAVENSWOOD AVE.  
CHICAGO, IL 60613  
Loan number: 151416821

(Space Above This Line For Recording Data)



## CONSTRUCTION LOAN AGREEMENT

THIS CONSTRUCTION LOAN AGREEMENT ("Loan Agreement") dated 3/9/2016,

is made by and between: Matthew J Liebrecht

("Borrower", "I", "me" or "my"), and GUARANTEED RATE, INC., a DELAWARE CORPORATION  
having a principal place of business at 3940 N. RAVENSWOOD, CHICAGO, IL 60613 ("Lender").

### 1. ABOUT THIS LOAN AGREEMENT

**1.1. Certain Terms of This Loan Agreement.** The terms of this Loan Agreement preceded by a "" are part of this Loan Agreement only if the box is checked.

**1.2. Lender's Loan to Me.** I have signed a Promissory Note payable to Lender ("Note"). The Note is for the loan by Lender to me in the principal amount of \$107,802 ("Loan"). The purpose of the Loan is:

to purchase the real property described in Exhibit "A" to this Loan Agreement ("Property");

to pay in full any outstanding liens on the Property;

to pay for labor and materials to construct certain improvements ("Improvements") on the Property ("Work").

"Property" includes the Improvements. The Work is described in the Schedule of Advances attached as Exhibit "B" to this Loan Agreement. I also have executed a Mortgage, Open-end Mortgage, Deed of Trust, Credit Line Deed of Trust or Trust Indenture ("Security Instrument") granting Lender a  first  second priority lien on the Property. In this Loan Agreement, "Loan Documents" means the Note, the Security Instrument, and this Loan Agreement. All terms defined in the Note and the Security Instrument shall have the same meaning in this Loan Agreement.

2. MY AGREEMENTS

2.1. The Work.

2.1.1. **My Contractor.** I will enter into a written agreement (“Construction Contract”) with B&D Regional Builders, Brian Pause with offices at PO Box 1274; Crown Point, IN 46308 (“Contractor”) for all the Work. The Construction Contract will state the total amount that I will pay Contractor for the Work (“Contract Price”), and will include (i) the blueprints, shop drawings, plans and specifications for the Work (“Plans”); (ii) a written itemization of the Work and the Contract Price (“Construction Budget”); and (iii) an itemized description of each segment of the Work (each a “Stage”) that sets the timetable for completing the Work, and the corresponding payments for the Work (“Work and Payment Schedule”). I will give Lender a copy of the Construction Contract. I will have no other agreements for the Work. The Contractor will give Lender the name, address and telephone number of each person that has a contract with Contractor to supply materials or labor for the Work (each, a “Supplier”). I will give Contractor a copy of this Loan Agreement.

2.1.2. **Permits.** I will get, and keep in force, all approvals of the Work (each, a “Permit”) that are required by any federal, state, county, or local government agency (each, a “Government Authority”). I will comply with all applicable laws of any Government Authority (“Government Regulations”). Contractor will have any license required by any Government Authority. I will get from Contractor and give Lender copies of all licenses and Permits required by Government Authorities.

2.1.3. **Change Orders.** Any change in the Contract Price, the Work or the Work and Payment Schedule must be in a written agreement signed by me and Contractor and approved by Lender (“Change Order”).

2.1.4. **Care of the Property.** If Lender requests, I will provide Lender with a certified report that the Property is free of wood-boring insects. I will comply with all of the recommendations of any engineer making any soil report for the Property. I will notify Lender immediately of any fire or other casualty relating to the Property or the Work.

2.1.5. **Completing the Work.** The Work will begin promptly after I sign the Loan Documents. The Work will continue diligently and in a good and workmanlike manner in strict accordance with the Construction Contract and all Government Regulations. The Work will not violate any of the conditions, covenants or restrictions on the Property.

I will notify Lender immediately in writing if (i) I think that the Work does not comply with the Construction Contract or this Loan Agreement; (ii) any notice of lien on the Property is served on me or Contractor; or (iii) any Government Authority issues any notice or claim relating to the Property.

I promise the Work will be completed on or before 9/5/2016 (“Completion Date”). Lender will accept the Work as completed when I satisfy all of the conditions in Section 2.8.4.8 of this Loan Agreement (“Substantial Completion”).

2.1.6. **Inspections.** Lender has the right to enter the Property to inspect the Work, without notice to me, during normal business hours, or any other times that Lender arranges with me. I will pay for all inspections performed at the request of Lender or any Government Authority. Each inspection will cost \$250.00

Lender inspections are for Lender's benefit only. Lender's inspections create no liability or responsibility to me, Contractor, any Suppliers, or any third parties. Lender is not obligated to inspect the Property or the Work.

- 2.1.7. I Am Responsible for the Work.** I have full and sole responsibility to make sure that the Work complies with the Plans and all Government Regulations. Lender has no liability, obligation or responsibility for the Work. Lender is not liable for any failure to construct, complete, protect, or insure the Work. Lender is not liable for any costs of the Work. Nothing Lender does (including inspecting the Work or making an advance) will be a representation or warranty by Lender that the Work complies with the Construction Contract, this Loan Agreement, the Permits or any Government Regulations. If Lender asks, I will repair or replace at my expense any Work that does not comply with the Plans. I have no right to assert or claim any offset, counterclaim or defense against Lender because of any claim I may have against Contractor or any Suppliers.
- 2.2. Costs and Expenses.** I will pay all costs and expenses required to satisfy the conditions of this Loan Agreement, including any Change Orders.
- 2.3. No Other Financing.** Until paid in full, the Loan will be my only financing for  the Work  the Property and the Work.
- 2.4. My Title to the Property.**
- I will get a title report as described in Section 2.4.1 of this Loan Agreement.
- I will get title insurance as described in Section 2.4.2 of this Loan Agreement.
- 2.4.1. Title Report.** I will get a title report, prepared by a title company or an attorney admitted to practice in the jurisdiction where the Property is located, certified to Lender ("Title Report"). The Title Report must show that the lien of the Security Instrument will be a valid  first  second priority lien on my interest in the Property, and that the title to my interest in the Property is free and clear of all defects and encumbrances except those Lender approves in writing.
- 2.4.2. Title Insurance.** I will get and keep in force a mortgagee's or lender's policy of title insurance ("Title Policy"). The Title Policy will insure: (i) that the total amount of the lien of Lender's Security Instrument is a valid  first  second priority lien on my interest in the Property; and (ii) that the title to my interest in the Property is free and clear of all defects and encumbrances except those Lender approves in writing.
- At or prior to the closing of the Loan, I will provide Lender with the commitment of the Title Company to issue the Title Policy ("Title Commitment"). When the Work is completed, I will provide Lender with endorsements to the Title Policy insuring Lender to the full amount of the Loan disbursed.
- 2.5. Survey.** If Lender requests, I will provide and certify  to Lender  to the Title Company  a survey of the Property  a final as-built survey of the Property and the Improvements, including dimensions and locations of all completed Improvements and all easements or other rights or restrictions (each, a "Survey"). Each Survey must be satisfactory to Lender  and to the Title Company.
- 2.6. Appraisal.** If Lender requests, I will get an appraisal of the Property and the Improvements. I will get the appraisal  before Lender disburses any part of the Loan ("Initial Appraisal")  before the final advance of the Loan ("Final Appraisal"). The appraisal will show the value of the Property and the Improvements, using the  "as

built"  "drive-by"  property value estimate  tax assessment method.  I  Lender will choose the appraiser. Each appraisal shall reflect an appraised value and be in form and substance satisfactory to Lender.

**2.7. Hazard Insurance.**

**2.7.1. The Contractor's Insurance.** The Contractor must get and keep in force the following insurance policies ("Contractor's Insurance"): (i) a builder's all risk insurance policy (with a mortgagee's loss payable clause in favor of Lender and with a physical loss form endorsement), without co-insurance, in an amount not less than one hundred percent (100%) of the replacement cost of the Improvements, with the standard conditions; (ii) public liability insurance with limits of liability equal to at least \$500,000 per occurrence; (iii) workers' compensation insurance as required by applicable state law; and (iv) automobile liability insurance with limits of liability equal to at least \$300,000 per occurrence. The Contractor's Insurance will be in force until I accept the Improvements.

**2.7.2. My Insurance.** I will get a standard hazard insurance policy as required by the Security Instrument. This insurance will be effective when the Contractor's Insurance terminates.

**2.8. The Loan.**

**2.8.1. Administration.** Lender shall disburse the Loan proceeds ("Loan Proceeds"):

on the date the Loan closes ("Closing Date"), in escrow, to a federally insured interest bearing account ("Escrow Account" or "Account"), to be disbursed by Lender, or Lender's escrow agent, as provided in Section 2.8.4.4 of this Loan Agreement.

on the Closing Date, to me in the form of one or more checks, payable jointly to me and Contractor or one or more Suppliers.

directly to me and Contractor, as provided in Section 2.8.4.4 of this Loan Agreement.

**2.8.2. Use of the Loan Funds.**

**2.8.2.1. Advances.** "Advance" means Lender's advance of any part of the Loan under this Loan Agreement, or my endorsement and delivery of any Loan Proceeds check to Contractor or a Supplier.

**2.8.2.2. Loan Commitment Amount.** As of the Closing Date, Lender commits to disburse Loan principal in the total amount of the Loan ("Loan Commitment Amount"). After the Closing Date, the Loan Commitment Amount will equal the principal amount of the Loan less the total amount of Advances made to date. Any Loan Commitment Amount that remains after all Advances have been made will be credited as a partial prepayment of the principal amount of the Loan at the time of the final Advance. The partial prepayment will reduce the  amount of  number of my monthly payments. If, at any time, the Loan Commitment Amount is not enough to pay the amount scheduled for any Advance, I will pay the difference from my own funds.



**2.8.2.3. No Changes.** Unless Lender agrees in writing first, I will not change the Plans or the Construction Contract, or permit any part of any Advance to be paid except as specified in the Schedule of Advances, or in a Request for Advance.

**2.8.2.4. Trust Fund.** I will receive all Advances in trust. I will apply the Advances first to the payment of the cost of the Work before using any part for any other purpose.

**2.8.3. The Escrow Account.** If the Loan will be disbursed from an Escrow Account, all interest on the Account will be paid to me. If Lender is a depository institution that offers Escrow Accounts, the Account must be with Lender.

**2.8.4. Advances; Conditions To Advances.** Each of the promises I make in this Loan Agreement shall be considered made again as of the time (i) Lender, or Lender's escrow agent, receives any request from me and Contractor for an Advance ("Request for Advance"); or (ii) I endorse any Loan Proceeds check to Contractor or a Supplier.  Lender will hold 10% percent of each Advance for the Work ("Holdback"). Lender will disburse Holdback only as part of the final Advance. Advances will be made as shown in the Schedule of Advances (Exhibit "B"), but only if all the following conditions are satisfied:

**2.8.4.1. Plans Approved.** I have reviewed the Plans; the Plans are satisfactory and have been approved by all Government Authorities having jurisdiction over the Property and the Work.

**2.8.4.2. Work Completed; Invoices and Lien Waivers.** The Work for which an Advance is requested has been completed in a good and workmanlike manner, and complies with the Construction Contract, the Plans, the Permits, and all Government Regulations.

**2.8.4.3. My Financial Condition; No Defaults.** There is no material adverse change in my financial condition or employment status since the time I applied for the Loan. I am not in default under any of the Loan Documents or the Construction Contract. I have complied completely with all of my promises about the Work (including the promises in Section 2.1.5 of this Loan Agreement).

**2.8.4.4. Request for Advance.** If the Loan will be disbursed from an Escrow Account, or directly by Lender, Contractor will deliver to Lender or Lender's escrow agent (i) a Request for Advance, in the form set forth in Exhibit "C," properly completed, and signed by me and Contractor; (ii) the invoices for the Work; (iii) unconditional construction lien waivers from Contractor and from Suppliers for all Work covered by the Request for Advance and (iv) all other required information described in the Request for Advance. Lender may rely on my statements and Contractor's statements in the Request for Advance and on the invoices and lien waivers submitted by Contractor. Lender does not have to verify any of that information. The funds obtained with the Request for Advance will be used to pay for the Work described in the Request for Advance.

**2.8.4.5. Interest Reserve Account.** If I elect to establish an Interest Reserve Account, Lender shall make Advances to pay interest during the Construction Phase. If the amount in the Interest Reserve Account is

not enough to pay interest that is due prior to the Permanent Mortgage Date, I will pay those amounts directly to Lender from my own funds. Unless and until Interest Reserves are paid into an Escrow Account, no interest shall be paid by Lender on the Interest Reserve Account.

**2.8.4.6. Monthly Payment Reserve.**  My Loan is a Renovation Mortgage.  I elect  Lender requires me to pay from the Loan Commitment Amount the first 0 monthly payments of principal and interest and  Escrow Items on the dates those payments become due. These payments designated by Lender are called the "Monthly Payment Reserve Account."

If the amount in the Monthly Payment Reserve Account is not enough to pay in full a payment of principal and interest or Escrow Item, I will pay those amounts directly to Lender from my own funds.

**2.8.4.7. Loan Commitment Amount.** The Loan Commitment Amount remaining after each Advance will be enough to complete all the Work.

**2.8.4.8. Completion of Improvements.** The Work will be completed as required by this Loan Agreement.

Before the final Advance, I will deliver to Lender a copy of  the final inspection report,  the final title endorsement,  a completion certificate signed by me and Contractor,  the final, unconditional certificate of occupancy issued by the Government Authority, if required by law.

Within six months after the Work is completed, I will deliver to Lender a copy of  the final inspection report,  the final title endorsement,  a completion certificate signed by me and Contractor,  the final, unconditional certificate of occupancy issued by the Government Authority, if required by law.

### 3. DEFAULT AND REMEDIES

**3.1. Events of Default.** I will be in default under this Loan Agreement and the other Loan Documents if any of the following events ("Events of Default") occurs:

**3.1.1. Nonpayment.** I fail to make any payment due under any Loan Document.

**3.1.2. Other Broken Promises.** I fail to keep any promise in this Loan Agreement or any other Loan Document.

**3.1.3. False Statements.** Any statement of fact, representation or warranty I make to Lender in my loan application, this Loan Agreement or in any other Loan Document is false, inaccurate, or incomplete.

**3.2. Lender's Rights and Remedies.** Subject to my right to notice of default and right to cure the default(s), to the extent required by law, if an Event of Default occurs, Lender has the following rights and remedies ("Rights and Remedies"):

**3.2.1. Declare a Default.** Lender may declare the Note, the Security Instrument, or both, in default.

**3.2.2. Finish the Construction and Protect the Property.** Lender may take possession of the Property. Lender may do every act and thing I or any subsequent owner of the Property might or could do for the protection, construction, repair, operation, maintenance and leasing of the Property.

I authorize Lender, as my attorney-in-fact, to exercise any right I may have in or under the Construction Contract or any Permit. I irrevocably authorize and direct each party to any Permits and Construction Contracts to provide Lender the benefits of the Permits and the Construction Contracts upon Lender's written notice. I agree that any such party shall have the right to rely upon any written notice from Lender without any obligation or right to inquire as to whether an Event of Default actually exists and notwithstanding any notice from me or claim by me to the contrary. I will have no right or claim against any such party for any benefit provided to Lender by such party. If I cure the Event of Default, or if Lender reinstates the Loan in good standing, Lender will give written notice of reinstatement to each such party and authorize each such party to render such benefits to me.

**3.2.3. Take the Escrow Account.** Lender may take any funds in the Escrow Account, if any, to apply to any amounts I owe under the Loan Documents.

**3.2.4. Indemnity.** I will indemnify and hold Lender and Lender's affiliates, and the officers, directors, employees and agents of Lender and its affiliates ("Indemnified Parties"), harmless from any liability, claim, loss, cost, legal expenses (including suits, claims, proceedings, damages, and costs arising from or relating to any third-party claim), incurred by or alleged against any of the Indemnified Parties arising from or related to (i) the Property, (ii) the Work, or (iii) my default under this Loan Agreement.

**3.2.5. Lender's Fees, Costs, and Expenses.** I shall promptly pay to Lender all attorney's fees, costs, and other expenses paid by or incurred by Lender in enforcing or exercising Lender's Rights and Remedies under this Loan Agreement. Interest will accrue on these amounts at the rate in the Note from the date the expense is incurred. The expense plus interest will be secured by Lender's Security Instrument.

**3.2.6. Remedies Cumulative.** Lender may (but is not required to) exercise any or all of the rights under this Loan Agreement. All of Lender's Rights and Remedies contained in this Loan Agreement are cumulative and are in addition to any other Rights and Remedies created in any other Loan Document or existing at law or in equity.

#### 4. GENERAL

**4.1. My Cooperation.** I will, at my own cost and expense, sign any other instruments or documents, and supply any information and data that Lender considers necessary to accomplish the purposes of this Loan Agreement. If, in Lender's opinion, a material modification of the terms of this Loan Agreement is required, or occurs, I will execute an appropriate Construction Loan Modification Agreement. All documents delivered to Lender by me shall become Lender's property.

**4.2. Credit Information.** I will provide Lender with updated financial or credit information when Lender requests it. Lender may get consumer reports from consumer reporting agencies when Lender reviews my Loan.

- 4.3. **No Waivers.** Lender may choose to delay enforcing any of Lender's rights or waive any of Lender's rights under this Loan Agreement. Lender may delay enforcing or waive any of Lender's rights without affecting Lender's other rights. If Lender waives a right, Lender can still enforce the same right later.
- 4.4. **Entire Agreement.** This Loan Agreement and the other Loan Documents are the entire understanding between Lender and me about the Loan, the Improvements, and the Work, and may not be modified, amended, or terminated except by written agreement signed by Lender and me.
- 4.5. **Binding Agreement; Assignment.** This Loan Agreement is for the benefit of Lender and Lender's successors and assigns, and binds me, my heirs, executors, administrators, successors and assigns. I may not assign this Loan Agreement without Lender's prior written consent, which Lender may withhold in Lender's sole discretion.
- 4.6. **Survival of Representations.** Any promise I make shall survive the termination of this Loan Agreement and the repayment of the Loan.
- 4.7. **Joint and Several Liability.** Each person executing this Loan Agreement as a Borrower has joint and several liability.
- 4.8. **Notices.** Any communication required by this Loan Agreement shall be in writing and addressed to the addressee at the address indicated on the first page of this Loan Agreement.
- 4.9. **No Third Party Beneficiary.** This Loan Agreement is for the sole benefit of Lender and me, and is not for the benefit of anyone else. All conditions to Lender's obligation to make any Advance are solely for Lender's benefit. No other person or entity shall have standing to require satisfaction of these conditions or be deemed to be the beneficiary of those conditions.
- 4.10. **Governing Law.** This Loan Agreement is entered into in the state where the Property is located (the "State") and shall be controlled and interpreted by the laws of the United States and the State.
- 4.11. **Exhibits.** The following exhibits are attached to and a part of this Loan Agreement.
- Exhibit "A" - Description of the Property
  - Exhibit "B" - Schedule of Advances
  - Exhibit "C" - Request for Advance





IN WITNESS WHEREOF, Borrower and Lender have executed this Loan Agreement as of the date first set forth on page one.

LENDER: [Signature]

BY: Dennis Gutierrez

NAME: GUARANTEED RATE, INC.

ITS: Cluser

[Signature] (SEAL)  
Borrower #1

Matthew Liebrecht  
Printed Name

Witness

Borrower #2

Printed Name

**Document is NOT OFFICIAL!**  
**This Document is the property of the Lake County Recorder!**

Witness

Borrower #3

Printed Name

Witness

Borrower #4

Printed Name

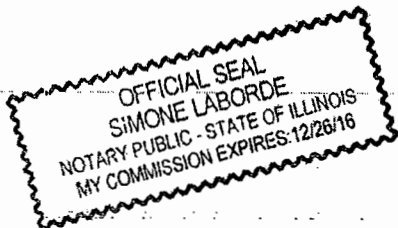
Witness

STATE OF ILLINOIS

COUNTY OF COOK



On this 09th day of March, 2016, before me the subscriber personally appeared Dennis Gutierrez (and) \_\_\_\_\_ to me known and known to me to be the same person(s) described in and who executed the foregoing instrument, and (s)he/they duly (jointly and severally) acknowledged to me that (s)he/they executed the same.



[Signature]  
Notary Signature

Simone LaBorde  
Notary Printed Name

Notary Public, State of ILLINOIS

Qualified in the County of COOK

My commission expires: 12/26/16

Official Seal:

IN WITNESS WHEREOF, Borrower and Lender have executed this Loan Agreement as of the date first set forth on page one.

LENDER: [Signature]  
NAME: GUARANTEED RATE, INC.

BY: Dennis Gutierrez  
ITS: closer

\_\_\_\_\_  
Borrower #1 (SEAL)

Printed Name \_\_\_\_\_ Witness \_\_\_\_\_

Borrower #2

Printed Name \_\_\_\_\_ Witness \_\_\_\_\_

Borrower #3

Printed Name \_\_\_\_\_ Witness \_\_\_\_\_

Borrower #4

Printed Name \_\_\_\_\_ Witness \_\_\_\_\_

STATE OF ILLINOIS

COUNTY OF COOK



On this 09th day of March, 2016, before me the subscriber personally appeared Dennis Gutierrez (and) \_\_\_\_\_ to me known and known to me to be the same person(s) described in and who executed the foregoing instrument, and (s)he/they duly (jointly and severally) acknowledged to me that (s)he/they executed the same.



\_\_\_\_\_  
Notary Signature  
Simone Laborde  
Notary Printed Name  
Notary Public; State of ILLINOIS  
Qualified in the County of COOK  
My commission expires: 12/26/16

Official Seal:

**EXHIBIT A**  
**LEGAL DESCRIPTION OF PROPERTY**

See Attached Legal Description

A.P.N. #: 45-19-25-352-011.000-08



**Exhibit "A"**

**Lot 161 in Woodland Hills 10th Addition to the Town of Lowell, Lake County,  
Indiana.**



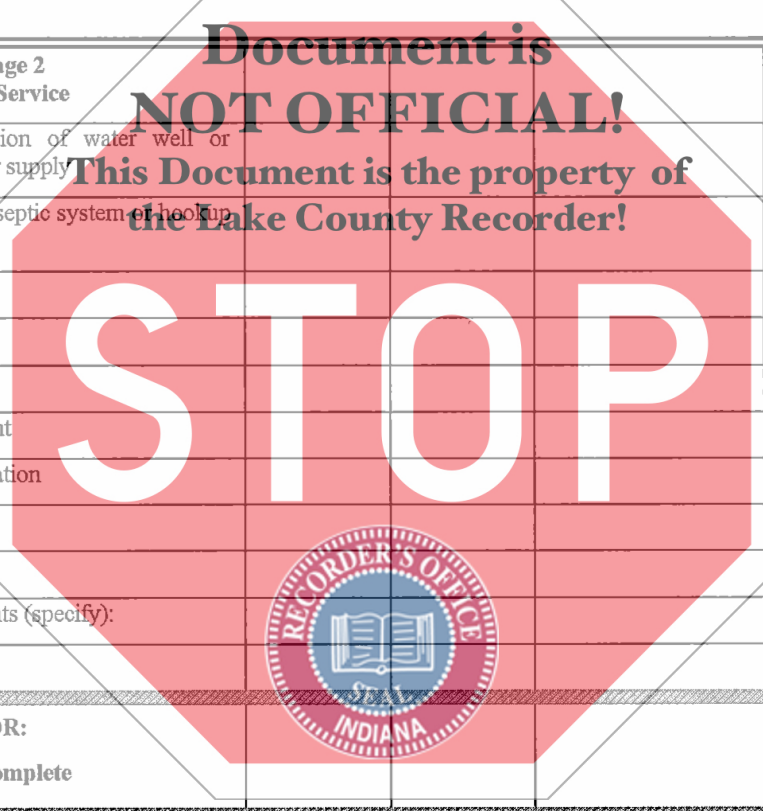


**EXHIBIT B  
SCHEDULE OF ADVANCES**

<b>Borrower's Name &amp; Property Address</b> Matthew J Liebrecht 1320 CRESTWOOD DR LOWELL, IN 46356	<b>Lender's Name &amp; Address</b> Guaranteed Rate, Inc 3940 N Ravenswood Chicago, IL 60613
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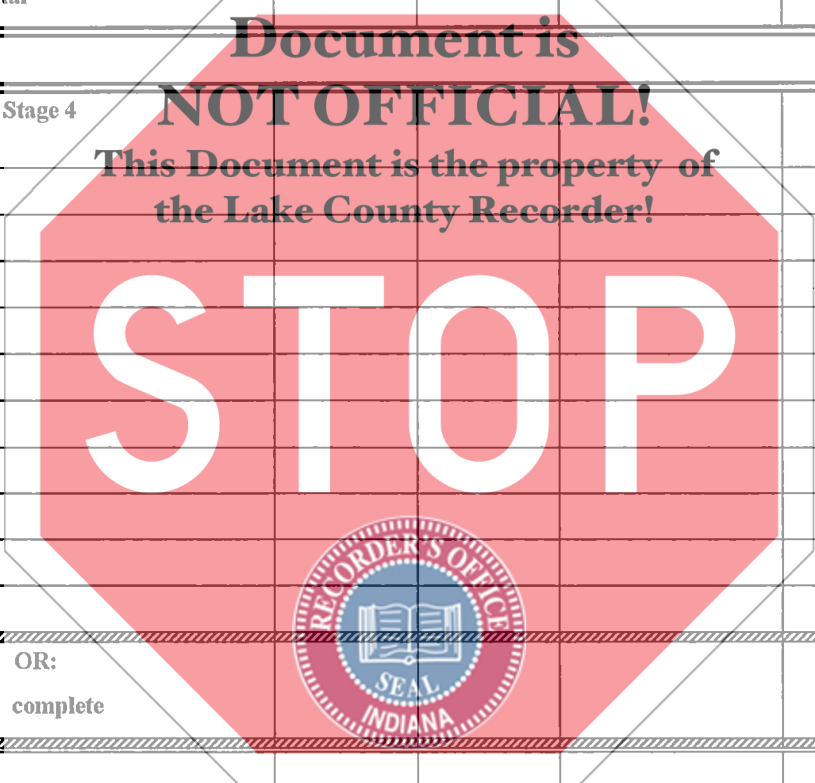
Construction Item	Total Cost	Borrower Equity	Loan Commitment Amount	Holdback	Advance Amount
<b>First Advance -- Stage 1 Closing</b>					
Purchase of Property	\$95,252				
Payoff lien(s) on Property					
Closing Costs					
Interest Reserve <i>(to be disbursed as provided in the Construction Loan Rider to Note)</i>					
Monthly Payment Reserve <i>(to be disbursed as provided in Section 2.8.4.6 of this Agreement.)</i>					
Prior Work					
<b>First Advance Total</b>					

Construction Item	Total Cost	Borrower Equity	Loan Commitment Amount	Holdback	Advance Amount
<b>Second Advance -- Stage 2 Site Prep and Utility Service</b>					
Drilling and Installation of water well or hookup to public water supply					
Installation of private septic system or hookup to public sewer system					
Grading of Property					
Install electric service					
Install gas service					
Excavation of basement					
Construction of foundation					
Driveways					
Walks					
Other site improvements (specify):					
OR:					
<input type="checkbox"/> Work is % complete					
<b>Second Advance Total</b>					



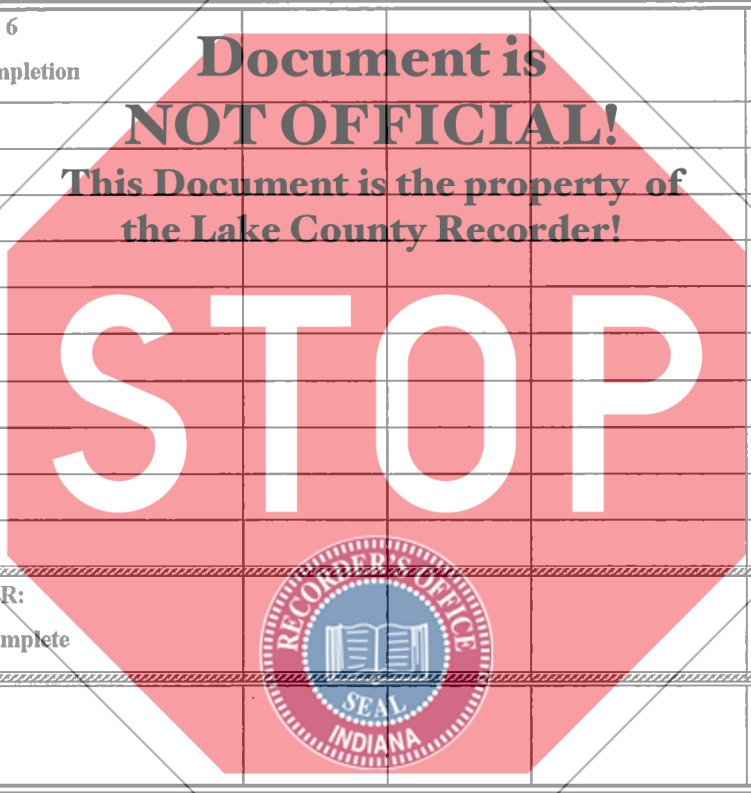
Construction Item	Total Cost	Borrower Equity	Loan Commitment Amount	Holdback	Advance Amount
<b>Third Advance – Stage 3</b>					
<b>Framing Utility Hookup and Enclosing</b>					
Framing					
Roof					
Exteriors					
Plumbing					
Electrical					
Heating					
Masonry					
Siding					
Gutters/Downspouts					
OR:					
<input type="checkbox"/> Work is % complete					
<b>Third Advance Total</b>					

<b>Fourth Advance – Stage 4</b>					
<b>Interior</b>					
Doors (Ext.)					
Doors (Int.)					
Partition Wall					
Plaster/Drywall					
Stairs					
Closets					
Painting (Ext.)					
Weather strip					
Insulation					
OR:					
<input type="checkbox"/> Work is % complete					
<b>Fourth Advance Total</b>					



Construction Item	Total Cost	Borrower Equity	Loan Commitment Amount	Holdback	Advance Amount
<b>Fifth Advance Stage 5</b>					
<b>Exterior Finish</b>					
Walks					
Driveways					
Decorating					
Wood Trim					
Caulking					
Basements					
OR:					
<input type="checkbox"/> Work is % complete					
<b>Fifth Advance Total</b>					

<b>Sixth Advance –Stage 6</b>					
<b>Interior Finish &amp; Completion</b>					
Shutters					
Finished Floors					
Ceramic Tile					
Bath Accessories					
Cabinetry					
Appliances					
Landscaping					
Fencing					
Cleanup					
Miscellaneous					
OR:					
<input type="checkbox"/> Work is % complete					
<b>Sixth Advance Total</b>					







**EXHIBIT C**  
**REQUEST FOR ADVANCE**

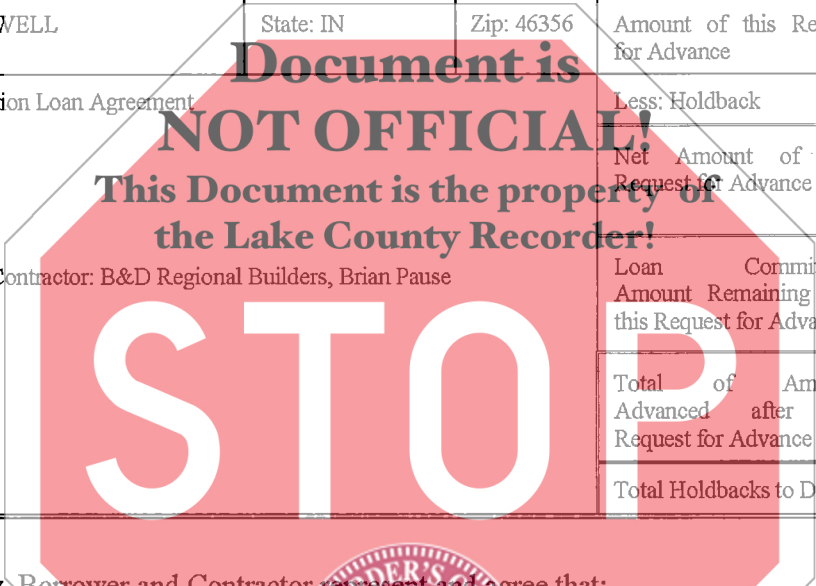
TO: \_\_\_\_\_  
(Disbursing Agent)

RE:

Borrower, Property & Contractor Information:

Loan Disbursement Information:

Borrower's Name: Matthew J Liebrecht			Date of Loan: 3/9/2016	Advance # ____ (the "Advance")
Account Number: 151416821			Original Loan Commitment Amount	\$
Property Address: 1320 CRESTWOOD DR			Balance of Loan Commitment Amount Before this Advance	\$
City: LOWELL	State: IN	Zip: 46356	Amount of this Request for Advance	\$
Construction Loan Agreement			Less: Holdback	\$
Dated:			Net Amount of This Request for Advance	\$
General Contractor: B&D Regional Builders, Brian Pause			Loan Commitment Amount Remaining after this Request for Advance	\$
			Total of Amounts Advanced after this Request for Advance	\$
			Total Holdbacks to Date	\$



By signing below, Borrower and Contractor represent and agree that:

- (i.) They have reviewed the Plans; the Plans are satisfactory and have been approved by all Governmental Authorities having jurisdiction over the Property and the Work;
- (ii.) The Improvements do not violate any of the conditions, covenants or restrictions on the Property;
- (iii.) There are no defaults under the terms of the Loan Agreement, any other Loan Document, or under the Construction Contract;

- (iv.) The Work for which this Request for Advance is made has been duly completed in a good and workmanlike manner, in accordance with the Plans and in compliance with all Governmental Regulations;
- (v.) The Loan Commitment Amount remaining will be sufficient to complete all Improvements contemplated by the Loan Agreement or the Plans or the Construction Contract;
- (vi.) Lender has received invoices, and unconditional construction lien releases from the General Contractor, and each Supplier for all Work covered by this Request for Advance, and for all Requests for Advance previously submitted;
- (vii.) The funds obtained with the Request for Advance will be used to pay in full the costs of labor performed or materials supplied as requested in this Request for Advance;
- (viii.) There has been no material adverse change in Borrower's financial condition or employment status since the time Borrower applied for the Loans.

By signing below Borrower and Contractor request Lender to pay the following payee(s) in the following amount(s):

\_\_\_\_\_ in the amount of \$ \_\_\_\_\_  
 \_\_\_\_\_ in the amount of \$ \_\_\_\_\_  
 \_\_\_\_\_ in the amount of \$ \_\_\_\_\_  
 \_\_\_\_\_ in the amount of \$ \_\_\_\_\_  
 \_\_\_\_\_ in the amount of \$ \_\_\_\_\_  
 \_\_\_\_\_ in the amount of \$ \_\_\_\_\_

**Document is NOT OFFICIAL!**

**This Document is the property of the Lake County Recorder!**

Contractor \_\_\_\_\_

By \_\_\_\_\_  
Authorized Signature

09 Mar 2016  
Date

Its: \_\_\_\_\_  
Title

  
Borrower's Signature

\_\_\_\_\_ Date

By signing below the authorized [LENDER] representative named below approves the disbursement requested in this Request for Advance but, to the extent permitted by applicable law, makes no warranty or representation as to the quality of work completed and/or materials delivered thus far.

[LENDER] ("Lender")

By: \_\_\_\_\_  
Authorized Representative

\_\_\_\_\_ Date