

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2016 035823

2016 JUN -9 AM 10: 27

MICHAEL B. BROWN
RECORDER

AFTER RECORDING RETURN TO:

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J Brian Schaer
16051 Collins Avenue Apt 904
Sunny Isles Beach, FL 33160

Space above this line for Recorder's Use

**Document is
MORTGAGE
NOT OFFICIAL!**

This Mortgage ("Mortgage") dated as of May 31, 2016, is given by DEAN MITCHELL, of 8941 Crooked Bend Dr., St. John, Indiana 46373, his successors and/or assigns, as mortgagor ("Borrower"), to J. Brian Schaer of Lake County, 16051 Collins Avenue, Apt 904, Sunny Isles Beach, Florida 33160, his successors and/or assigns, as mortgagee ("Lender").

Borrower owes lender the principal sum of \$395,000.00. This debt is evidenced by borrower's note dated the same date as this security instrument (the "note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on May 31, 2026. This security instrument secures to lender: (a) the repayment of the debt evidenced by the note, with interest, and all renewals, extensions, and modifications; (b) the payment of all other sums, with interest, advanced under Section Seven to protect the security of this security instrument; and (c) the performance of borrower's covenants and agreements under this security instrument and the note. For this purpose, borrower does mortgage, grant, and convey to lender the following-described real property located in the County of Lake, State of Indiana, as described in Exhibit A hereto (the "Land"), commonly known as 8941 Crooked Bend Dr., St. John, IN 46373, PIN 45-11-28-428-004.000-005.

Together with all the improvements now or to be erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil, and gas rights and profits, water rights and stock and all fixtures now or to become 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 covenants that borrower is lawfully seized of the estate conveyed by this security instrument 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.

Borrower and lender covenant and agree as follows:

SECTION ONE PAYMENT OF PRINCIPAL AND INTEREST; PREPAYMENT AND LATE CHARGES

Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the note and any prepayment and late charges due under the note.

**FIDELITY NATIONAL
TITLE COMPANY**

92016-1002

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PJ
[Signature]

SECTION TWO CHARGES; LIENS

Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the property that may attain priority over this security instrument, and leasehold payments or ground rents, if any. Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to lender all notices of amounts to be paid under this paragraph. When borrower makes these payments directly, borrower shall promptly furnish to lender, upon lender's request, receipts evidencing the payments.

Borrower shall promptly discharge any lien that 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; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the property; 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 that may attain priority over this security instrument, lender may give borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within Ten [10] days of the giving of notice.

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SECTION THREE HAZARD INSURANCE
This Document is the property of the Lake County Recorder!

Borrower shall keep the improvements now existing or to be erected on the property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards for which lender requires insurance. This insurance shall be maintained in the amounts and for the periods that lender requires. The insurance carrier providing the insurance shall be chosen by borrower subject to lender's approval which shall not be withheld unreasonably.

All insurance policies and renewals shall be acceptable to lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If lender requires, borrower shall promptly give to lender all receipts of paid premiums and renewal notices. 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, insurance proceeds shall be applied to the restoration or repair of the property damaged, if the restoration or repair is economically feasible and lender's security is not lessened. 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 any excess paid to borrower. If borrower abandons the property, or does not answer within Fifteen [15] days, a notice from lender that the insurance carrier has offered to settle a claim, then lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the property or to pay sums secured by this security instrument, whether or not then due. The Fifteen [15] day period will begin when the notice is given.

Unless lender and borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in Section One or change the amount of the payments. If under Section Fifteen, the property is acquired by lender, borrower's right to any insurance policies and proceeds resulting from damage to the property prior to the acquisition shall pass to lender to the extent of the sums secured by this security instrument immediately prior to the acquisition.

SECTION FOUR PRESERVATION AND MAINTENANCE OF PROPERTY; LEASEHOLDS

Borrower shall not destroy, damage, or substantially change the property, allow the property to deteriorate, or commit waste. If this security instrument is on a leasehold, borrower shall comply with the provisions of the lease, and if borrower acquires fee title to the property, the leasehold and fee title shall not merge unless lender agrees to the merger in writing.

SECTION FIVE PROTECTION OF LENDER'S RIGHTS IN THE PROPERTY; MORTGAGE INSURANCE

If borrower fails to perform the covenants and agreements contained in this security instrument, or there is a legal proceeding that may significantly affect lender's rights in the property (such as a proceeding in bankruptcy, probate, for condemnation, or to enforce laws or regulations), then lender may do and pay for whatever is necessary to protect the value of the property and lender's rights in the property. Lender's actions may include paying any sums secured by a lien that has priority over this security instrument, appearing in court, paying reasonable attorney's fees, and entering on the property to make repairs. Although lender may take action under this paragraph, lender does not have to do so.

Any amounts disbursed by lender under this Section Seven shall become additional debt of borrower secured by this security instrument. Unless borrower and lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the note rate and shall be payable, with interest, on notice from lender to borrower requesting payment.

If lender required mortgage insurance as a condition of making the loan secured by this security instrument, borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with borrower's and lender's written agreement or applicable law.

Lender or its agent may make reasonable entries on and inspections of the property. Lender shall give borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the property, or for a conveyance in lieu of condemnation, are now assigned and shall be paid to lender.

In the event of a total taking of the property, the proceeds shall be applied to the sums secured by this security instrument, whether or not then due, with any excess paid to borrower. In the event of a partial taking of the property, unless borrower and lender otherwise agree in writing, the sums secured by this security instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the property immediately before the taking. Any balance shall be paid to borrower.

If the property is abandoned by borrower, or if, after notice by lender to borrower that the condemnor offers to make an award or settle a claim for damages, borrower fails to respond to lender within Thirty [30] days after the date the notice is given, lender is authorized to collect and apply the proceeds, at its

option, either to the restoration or repair of the property or to the sums secured by this security instrument, whether or not then due.

Unless lender and borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in Section One or change the amount of such payments.

SECTION EIGHT 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 any successor in interest of borrower shall not operate to release the liability of the original borrower or borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend the 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 borrower's successors in interest. Any forbearance by lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

SECTION NINE SUCCESSORS AND ASSIGNS BOUND; JOINT AND SEVERAL LIABILITY;

The covenants and agreements of this security instrument shall bind and benefit the successors and assigns of lender and borrower, subject to the provisions of Section Fifteen. Borrower's covenants and agreements shall be joint and several. Any borrower who cosigns this security instrument but does not execute the note: (a) is cosigning this security instrument only to mortgage, grant, and convey that borrower'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 may agree to extend, modify, forbear, or make any accommodations with regard to the terms of this security instrument or the note without that borrower's consent.

If the loan secured by this security instrument 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 that 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 under the note.

SECTION TEN LOAN CHARGES

If the enactment or expiration of applicable laws has the effect of rendering any provision of the note or this security instrument unenforceable according to its terms, lender, at its option, may require immediate payment in full of all sums secured by this security instrument and may invoke any remedies permitted by Section Seventeen. If lender exercises this option, lender shall take the steps specified in the second paragraph of Section Fifteen.

SECTION ELEVEN LEGISLATION AFFECTING LENDER'S RIGHTS

Any notice to borrower provided for in this security instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires the use of another method. The notice shall be directed to the property address or any other address borrower designates by notice to lender. Any notice to lender shall be given by first class mail to lender's address stated in this security instrument or any other

SECTION TWELVE NOTICES

address lender designates by notice to borrower. Any notice provided for in this security instrument shall be deemed to have been given to borrower or lender when given as provided in this paragraph.

SECTION THIRTEEN GOVERNING LAW; SEVERABILITY

This security instrument shall be governed by the laws of the State of Indiana. If any provision or clause of this security instrument or the note conflicts with applicable law, the conflict shall not affect other provisions of this security instrument or the note which can be given effect without the conflicting provision. To this end the provisions of this security instrument and the note are declared to be severable.

SECTION FOURTEEN BORROWER'S COPY

Borrower shall be given one copy of the note and of this security instrument.

SECTION FIFTEEN TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

If all or any part of the property or any interest in it is sold or transferred (or if a beneficial interest in borrower is sold or transferred and borrower is not a natural person) without lender's prior written consent, lender may, at its option, require immediate payment in full of all sums secured by this security instrument. However, this option shall not be exercised by lender if its exercise is prohibited by law.

If lender exercises this option, lender shall give borrower notice of acceleration. The notice shall provide a period of not less than Thirty [30] days from the date the notice is delivered or mailed 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.

SECTION SIXTEEN EVENTS OF DEFAULT

The occurrence of any one or more of the following events, at the option of Lender, shall constitute an event of default ("Event of Default") under this Mortgage:

(a) Borrower fails to make any payment, when due, under the Note (after giving effect to any applicable grace period);

(b) Borrower fails to make any payment or perform any obligation which arises under this Mortgage other than one to pay money and does not cure that failure within ten (10) days after written notice from Lender to Borrower;

(c) Any representation or warranty made in connection with this Mortgage or the Secured Obligations proves to have been false or misleading in any material respect when made;

(d) Any default occurs under any other mortgage on all or any part of the Property, or under any obligation secured by such mortgage, whether such mortgage is prior to or subordinate to this Mortgage; or

If borrower meets certain conditions, borrower shall have the right to have the enforcement of this security instrument discontinued at any time prior to the earlier of: (a) five [5] days (or such other period as applicable law may specify for reinstatement) before the sale of the property pursuant to any power of sale contained in this security instrument; or (b) entry of a judgment enforcing this security instrument. Those conditions are that borrower: (a) pays lender all sums that then would be due under this security instrument and the note had no acceleration 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 attorney's fees; and (d) takes such action as lender may reasonably require to assure that the lien of this security instrument, lender's rights in the property, and borrower's obligation to pay the sums secured by this security instrument shall continue unchanged. On reinstatement by borrower, this security instrument and the obligations secured by it shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Sections Eleven or Fifteen.

SECTION SEVENTEEN ACCELERATION; REMEDIES

Lender shall give notice to borrower prior to acceleration following borrower's Default, breach of any covenant or agreement in this security instrument (*but not prior to acceleration under Sections Eleven and Fifteen 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 Thirty [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 the acceleration of the sums secured by this security instrument, foreclosure by judicial proceedings, 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 nonexistence 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 may apply to any court of competent jurisdiction for, and obtain appointment of, a receiver for the Property, pursuant to applicable law, including Indiana Code §32-30-5 et seq., without notice and without regard for the adequacy of the security for the Secured Obligations and without regard for the solvency of the Borrower, any guarantor, or any indemnitor with respect to the payment of the Secured Obligations. Any receiver appointed pursuant to the Indiana Code §32-30-5 et seq., shall have all powers and duties prescribed by the Indiana Code §32-30-5 et seq., including the power to take possession, control and care of the Property and to collect rents (including, but not limited to any delinquent rents) thereof during the pendency of such foreclosure suit and to apply the funds received towards the Secured Obligations.

Lender, in person, by agent or by court-appointed receiver, may enter, take possession of, manage and operate all or any part of the Property, and in its own name or in the name of Borrower sue for or otherwise collect any and all Rents, including those that are past due, and may also do any and all other things in connection with those actions that Lender may in its sole discretion consider necessary and appropriate to protect the security of this Mortgage. Such other things may include: entering into, enforcing, modifying, or canceling leases on such terms and conditions as Lender may consider proper; obtaining and evicting tenants; fixing or modifying Rents; completing any unfinished construction; contracting for and making repairs and alterations; performing such acts of cultivation or irrigation as necessary to conserve the value of the Property.

If any provision of this Mortgage is inconsistent with any applicable provision of the Indiana Mortgage Foreclosure Law, Indiana Code §32-29 et seq., or §32-30 et seq., the provisions of the Indiana Code shall take precedence over the provisions of this Mortgage, but shall not invalidate or render unenforceable any other provision of this Mortgage that can fairly be construed in a manner consistent with the Indiana Code

Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph, including, but not limited to, reasonable attorney's fees and the costs of title evidence, bankruptcy, and, any and all other costs and expenses incurred by Lender.

SECTION EIGHTEEN LENDER IN POSSESSION

On acceleration under Section Seventeen or abandonment of the property, lender shall be entitled to enter on, take possession of, and manage the property, and to collect the rents of the property including those past due. Any rents collected by lender or the receiver shall be applied first to the payment of the costs of management of the property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds, and reasonable attorney's fees, and then to the sums secured by this security instrument.

SECTION NINETEEN RELEASE

On payment of all sums secured by this security instrument, lender shall release this security instrument.

SECTION TWENTY WAIVER OF VALUATION AND APPRAISEMENT

Borrower waives all right of valuation and appraisal.

SECTION TWENTY-ONE SECURITY AGREEMENT

If any of the property herein mortgaged is of a nature so that a security interest therein can be perfected under the Uniform Commercial Code, this instrument shall constitute a Security Agreement and mortgagors agree to join with the mortgagee in the execution of any financing statements and to execute any other instruments that may be required for the perfection or renewal of such security interest under the Uniform Commercial Code.


Borrower accepts and agrees to the terms and covenants contained in this security instrument.

[REMAINDER OF PAGE BLANK / SIGNATURE PAGE FOLLOWS]



IN WITNESS WHEREOF, Borrower has executed this Mortgage as of the date first above written.

**BORROWER
DEAN MITCHELL**



STATE OF INDIANA, COUNTY OF LAKE) SS:

I, the undersigned, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Dean Mitchell, personally known to me, and the same person(s) whose name is subscribed to the foregoing Mortgage instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this 31st day of May, 2016.



This instrument prepared by:

David M. Blaskovich
David M. Blaskovich, P.C.
2850 45th Street Suite A
Highland, Indiana 46322

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 (David M. Blaskovich)

EXHIBIT A

LOT 225 IN LAKE HILLS SUBDIVISION – UNIT 1, AN ADDITION TO THE TOWN OF ST. JOHN, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 96 PAGE 40, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA

Address : 8941 Crooked Bend Dr.
St. John, IN 46373

Permanent Index Number: 45-11-28-428-004.000-035

