STATE OF WORKS LAKE COUNTY FILED FOR RECORD

2017 005134

2017 JAN 24 AM 8:57

MICHAEL B. BROWN RECORDER

After Recording Return to: PNC Bank, Consumer Lending

OLNACS # 26181895

Mortgage

(Closed-End)

6750 Miller Rd., Brecksville, OH 44141

PNCBANK

THIS MORTGAGE is made on 01/07/2017

. The Mortgagor is LAURA M MATA

If there is more than one, the word "Mortgagor" herein refers to each and all of them. The Mortgagee is PNC Bank, National Association.

The word "Borrower" means LAURA M MATA.

6750 Miller Road Brecksville, OH 44141

If there is more than one, the word "Borrower" herein refers to each and all of them.

Borrower owes Mortgagee the sum of Sixty-Three Thousand Five Hundred Sixty Dollars And Zero Cents (U.S. \$ 63,560.00

This debt is evidenced by Borrower's written obligation (referred to herein as the "Note"), dated 01/07/2017

which amounts are payable and due on or before 01/05/20
This Mortgage secures to Mortgages: (a) the repayment e debt evidenced by the Note, with interest and other charges as provided therein; (b) the payment of all of the payment of taxes, assessments maintenance charges. er sums, with interest thereon, advanced hereunder for insurance premiums and costs incurred to protect the security of this Mortgage; (c) the payment of all of Mortgagee's costs of collection, including costs of suit and, if permitted by law, reasonable attorneys' less and expenses, it suit is filed or of permitted by law. owing or to protect the security of this Mortgage; (d) payment of any refinancing, substitution, extension, modification, and/or renewal of any of said indebtedness, interest, charges, costs and expenses; (e) the performance of Mortgagor's and/or Borrower's covenants and agreements under this Mortgage and the Note; and (f) the repayment of the debt evidenced by any note or agreement which was refinanced by the Note, to the extent that such debt is owed to Mortgagee and has not been paid. For this purpose, Mortgagor does hereby mortgage, warrant, grant and convey to Mortgagee the following described property, together with all improvements now or hereafter erected, and all easements, rights and appurtenances thereon, located at and known as:

5625 HOMERLEE AVE Recording Date Deed Book Number Tax Parcel Number Uniform Parcel Number Lot and Block Number

EAST CHICAGO 07/25/2001

Page Number

N/A

LAKE

46312

2001 058459 45-03-32-380-013.000-02-4

**EAST CHICAGO** 

N/A N/A

The word "Property" herein shall mean all of the foregoing mortgaged property.

To have and to hold the Property unto the Mortgages, its successors and assigns, forever. Provided, however, that if Mortgagor and/or Borrower shall pay to Mortgages the said debt, interest, and all other sums and perform all covenants and agreements secured hereby, then this Wongage and the estate conveyed by it shall terminate and become void.

Warranty of Title. Mortgagor warrants and represents to Mortgagee that: (a) Mortgagor is the sole owner of the Property, and has the right to mortgage and convey the Property; (b) the Property is unencumbered except for encumbrances now recorded; and (c) Mortgagor will defend the title to the Property against all claims and demands except encumbrances now recorded.

Covenants. Mortgagor promises and agrees as follows:

Mortgagor will maintain the Property in good order and repair.
 Mortgagor will comply with all laws respecting the ownership and/or use of the Property.

3. If the Property is part of a condominium or planned unit development, Mortgagor will comply with all by-laws, regulations and restrictions of record.

4. Mortgagor will pay and/or perform all obligations under any mortgage, lien, or security agreement which has priority over this Mortgage.

5. Mortgagor will pay or cause to be paid all taxes and other charges assessed or levied on the Property when due and, upon Mortgagee's request, will deliver to the Mortgagee receipts showing the payment of such charges.

RLAOHI17A-0416

AMOUNT \$ CASH 000 CHECK# OVERAGE COPY... NON-CONF. DEPUTY\_\_\_

6. While any part of the debts secured by this Mortgage remain unpaid, Mortgagor promises to obtain and keep in force property insurance and, if required by federal law, flood insurance on the Property. The property insurance must cover loss of or damage to the Property and must be in an amount sufficient to protect Mortgagee's interests; flood insurance must be of the type and in the amount required by federal law. Mortgagor agrees to provide Mortgagee evidence of required insurance. All policies must name Mortgagee as a loss payee/secured party and must provide for at least 10 days written notice to Mortgagos of reduction in approach to the property and must provide for at least 10 days written notice to Mortgagos of reduction in approach to the property and must provide for at least 10 days written notice to Mortgagos of reduction in approach to the property and must provide for at least 10 days written notice to Mortgagos of reduction in a provide the property and must be provided to the property and provided to the pr must provide for at least 10 days written notice to Mortgagee of reduction in coverage or cancellation. Mortgagor gives Mortgagee the right to sign Mortgagor's name on any check or draft from an insurance company and to apply the money to any debt secured by this Mortgage. This is limited to checks and drafts in payment of a claim under an insurance policy for loss or damage to the Property or for returned or rebated premiums on policies insuring the

7. If Mortgagor fails to keep in force the required insurance and/or fails to provide evidence of such insurance to Mortgagee, Mortgagee may notify Mortgagor that Mortgagor should purchase the required insurance at Mortgagor's expense. If Mortgagor fails to purchase the insurance within the time stated in the notice and/or fails to provide expense. If Wortgagor fails to purchase the insurance within the time stated in the notice and/or fails to provide evidence of such insurance to Mortgagee, Mortgagee may purchase insurance to protect Mortgagee's interest, to the extent permitted by applicable law, and charge Mortgagor the cost of the premiums and any other amounts Mortgagee incurs in purchasing the insurance. THE INSURANCE MORTGAGEE PURCHASES WILL BE SIGNIFICANTLY MORE EXPENSIVE AND MAY PROVIDE LESS COVERAGE THAN INSURANCE MORTGAGOR COULD PURCHASE OTHERWISE. Mortgagee may receive reasonable compensation for the services which Mortgagee provides in obtaining any required insurance on Mortgagor's behalf. In certain states, the required insurance may be obtained through a licensed insurance agency affiliated with Mortgagee. This agency will receive a fee for providing the required insurance. In addition, an affiliate may be responsible for some or all of the underlying fee for providing the required insurance. In addition, an affiliate may be responsible for some or all of the underlying insurance risks and may receive compensation for assuming such risks. If Mortgagor fails to perform any other duty or obligation required by these Covenants Mortgagee may, at its sole option, advance such sums as it deems necessary to protect the Property and/or its rights in the Property under this Mortgage. Mortgagor agrees to repay Mortgagee any amounts advanced in accordance with this paragraph, with interest thereon, upon demand.

8. Any interest payable to Mortgagee after a judgment is entered or on additional sums advanced shall be at the rate provided for in the Note.

rate provided for in the Note.

9. Mortgagee may make reasonable entries upon and the perions of the Property after giving Mortgagor prior notice of any such inspection.

10. Mortgagor will not sell, transfer ewnership in or enter into ar installment sale contract for the sale of all or any

part of the Property.

11. The promises, agreements and rights in this Mortgage shall be binding upon and benefit anyone to whom the Property or this Mortgage is transferred. If more than one Mortgagor signs this Mortgage, each and all of them are bound individually and together. The covenants made in this section and Mortgagee's remedies set forth below shall not merge with any judgment entered in any legal action and shall apply until all amounts owed are paid in full.

Default. Mortgagor will be in default under this Mortgage: (a) if there is a default under the Note; (b) if Mortgagor breaks any promise made in this Mortgage; (c) if any Mortgagor dies; (d) if any other creditor tries to take the Property by legal process; (e) if any Mortgagor files bankruptcy of if any mortgagor or the Property; (g) if any Mortgagor has made any false statement in this Mortgage; or (h) if the Property is destroyed, or seized or condemned by federal, state or local government.

Mortgagee's Remedies. Unless prohibited by law, if Mortgagor is in default under this Mortgage, Mortgagee may, at its option, after any notice required by law, if any, declare due and payable the entire unpaid balance of the sums which are secured by this Mortgage and owing upon the Note. If Mortgagee so declares such entire balance due and payable, Mortgagee may take possession of the Property collect any and all rents, apply said rents to the indebtedness secured by this Mortgage, foreclose the Mortgage, or take other action upon the Mortgage as permitted or provided by law to collect the balance owing. If a mortgage foreclosure action or any other action on this Mortgage is filed by Mortgagee, and/or if Mortgagee takes any action to protect or enforce its interest in any court, including Bankruptcy Court, Mortgagor agrees to pay to Mortgagee all expenses and costs of such action, including, if permitted by law, reasonable attorneys' fees.

Remedies Cumulative. If any circumstance exists which would permit Mortgagee to accelerate the balance, Mortgagee may take such action at any time during which such circumstance continues to exist. Mortgagee's remedies under this Mortgage shall be cumulative and not alternative.

**Delay in Enforcement.** Mortgagee can delay in enforcing any of its rights under this Mortgage or the Note without losing that right. Any waiver by Mortgagee of any provision of this Mortgage or the Note will not be a waiver of the same or any other provision on any other occasion.

Assignment. Mortgagee may sell, transfer or assign this Mortgage without Mortgagor's consent.

Severability. If any provision of this Mortgage is held to be invalid or unenforceable, such determination shall not affect the validity or enforceability of the remaining provisions of this Mortgage.

WITNESS the signing of this Mortgage on the date se	t forth above, intending to be legally bound.
Mortgagor: 2 M	Mortgagor:
Type or print name: LAURA M MATA	Type or print name:
STATE OF INDIANA )	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
COUNTY OF Lake )ss:	
Before me, a Notary Public in and for said County and Sta	ate, personally appeared
execution of the foregoing mortgage. WITNESS my han	d and Notarial Seal this D74 day of
	ment is
NORMA A. SANCHEZ	ARYRUBHOPERTY of
STATE OF INDIANA MY COMMISSION EXPIRES OCT. 17, 2023  the Lake Cou Residing in	nty Recorder! County, Indiana.
My commission expires: 10/10/2023	
I affirm, under penalties for perjury, that I have taken readdocument, unless required by law.	sonable care to redact each Social Security number in this
Signature: Dunce Miles	
Print Name: Denise Smith	RSO
This instrument was prepared by:	Bahle
6750 Will	ar Road
Brocksviile,	
Loan Originator Names and Nationwide Mortga	ge Licensing System and Registry (NMLSR) IDs:
Organization: PNC Bank, N.A. NMLSR ID: 446303 Individual: WAYNE STELZER NMLSR ID: 593472	

IN RLAOHI17A-0416

## **EXHIBIT A**

## Document is

## Credit Request #4 ID 2028 181995

LOT 12 EXCEPT THE NORTH 22D & FEET THEREOF, AND THE NORTH 25 PEET OF LOT 13 IN BLOCK 3 IN ROXAMA PARK 3RD ADDITION TO EAST CHICAGO, AS PER PLAT THEREOF, RECORDED HI PLAT BOOK 22 PAGE 3 IN THE OFFICE OF CHICAGO AS PER PLAT THEREOF, INDIANA. TAX ID: 45-03-32-380-013.000-024.

