

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2017 006427

2017 JAN 30 AM 8:40

MICHAEL B. BROWN OLNACS #: 26151180
RECORDER

After Recording Return to: PNC Bank, Consumer Lending
6750 Miller Rd., Brecksville, OH 44141

Mortgage
(Closed-End)

54,118.00
SVS 

THIS MORTGAGE is made on **01/09/2017** . The Mortgagor is **JAY PAUL MILLER**.

married

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 **JAY PAUL MILLER**.

PNC Bank
6750 Miller Road

If there is more than one, the word "Borrower" herein refers to each and all of them. **Brecksville, OH 44141**

Borrower owes Mortgagee the sum of **Eighty Thousand Dollars And No Cents**

(U.S. \$ **80,000.00**)

This debt is evidenced by Borrower's written obligation (referred to herein as the "Note"), dated **01/09/2017** , under which amounts are payable and due on or before **01/28/2023**

This Mortgage secures to Mortgagee: (a) the repayment of the debt evidenced by the Note, with interest and other charges as provided therein; (b) the payment of all other sums, with interest thereon, advanced hereunder for the payment of taxes, assessments, maintenance charges, 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 attorney's fees and expenses if suit is filed; (d) the performance of the following described property, together with all improvements now or hereafter erected, and all easements, rights and appurtenances thereon, located at and known as:



1641 WHITE OAK CIR APT 3D MUNSTER IN 46321 LAKE
Recording Date 09/04/2009
Deed Book Number 2009-061073 Page Number N/A
Tax Parcel Number 45-07-32-352-132.000-027
Uniform Parcel Number TOWNSHIP OF MUNSTER
Lot and Block Number 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 Mortgagee, its successors and assigns, forever. Provided, however, that if Mortgagor and/or Borrower shall pay to Mortgagee the said debt, interest, and all other sums and perform all covenants and agreements secured hereby, then this Mortgage 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:

- 1. Mortgagor will maintain the Property in good order and repair.
- 2. 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.

IN
RLAOH117A-0416

AMOUNT \$ 20 -
CASH _____ CHARGE _____
CHECK # 0001952423
OVERAGE _____
COPY _____
NON-COM _____
CLERK AM E

19-700 8109

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 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 Property.

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 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 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.

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

10. Mortgagor will not sell, transfer ownership in, or enter into an 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 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 or if anyone files an involuntary bankruptcy against any Mortgagor; (f) if any tax lien or levy is filed or made against 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.

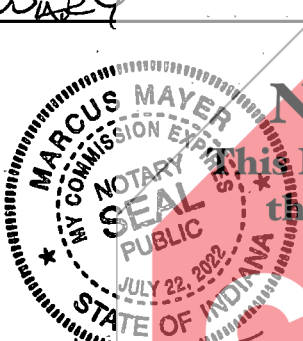
WITNESS the signing of this Mortgage on the date set forth above, intending to be legally bound.

Mortgagor: Jay Paul Miller Mortgagor: _____

Type or print name: JAY PAUL MILLER Type or print name: _____

STATE OF INDIANA)
COUNTY OF LAKE) SS:

Before me, a Notary Public in and for said County and State, personally appeared JAY PAUL MILLER who acknowledged the execution of the foregoing mortgage. WITNESS my hand and Notarial Seal this 13TH day of JANUARY 2017



Document is NOT OFFICIAL
Signature: [Signature]
Printed: MAYER
NOTARY PUBLIC
Residing in LAKE County, Indiana.

My commission expires July 22, 2022
I affirm, under penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law.

Signature: [Signature]
Print Name: MARCUS MAYER

This instrument was prepared by: Karolyn Bowen
PNC Bank
6750 Miller Road
Brecksville, OH 44141

Loan Originator Names and Nationwide Mortgage Licensing System and Registry (NMLSR) IDs:
Organization: PNC Bank, N.A.
NMLSR ID: 446303
Individual: MARYANN LILNDGREN
NMLSR ID: 655193

EXHIBIT A

**Document is
NOT OFFICIAL!**

Credit Request #: ID2026151186

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

UNIT NO. 3D IN BUILDING NO. 11, IN WHITE OAK WOODS CONDOMINIUMS, A HORIZONTAL PROPERTY REGIME, ESTABLISHED UNDER THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NO. 2001-084318, ALSO FILED IN PLAT BOOK 96 PAGE 96, AND AS DOCUMENT NO. 2001-084319 UNDER THE DATE OF OCTOBER 18, 2001, AS AMENDED BY THE FIRST AMENDMENT TO THE DECLARATION RECORDED JANUARY 30, 2002 AS DOCUMENT NO. 2002-010349, AS AMENDED BY SECOND AMENDMENT TO THE DECLARATION RECORDED AUGUST 20, 2002 AS DOCUMENT NO. 2002-074431, AS AMENDED BY THE THIRD AMENDMENT TO THE DECLARATION RECORDED OCTOBER 16, 2002 AS DOCUMENT NO. 2002-093056, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA. TAX ID: 45-07-32-352-132.000-027.

