

2017 060300

2017 SEP -7 AM 8:42

MICHAEL B. BROWN
RECORDER

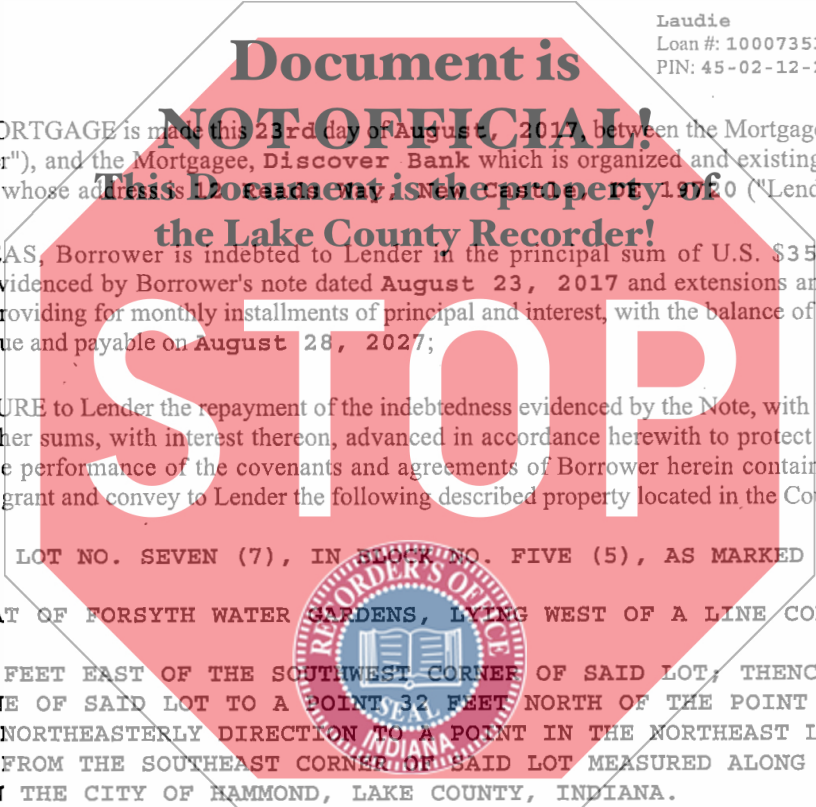
Record & Return:
LenderLive Settlement Services LLC
1044 Main St., Suite 600
Kansas City, MO 64105
After Recording Return To:
Discover Fulfillment Center
710 South Ash Street, Suite 200, MS: 06 LLSS
Glendale, CO 80246

515-296977

(Space Above This Line For Recording Data)

MORTGAGE

Laudie
Loan #: 1000735308
PIN: 45-02-12-232-002.000-023



THIS MORTGAGE is made this 23rd day of August, 2017, between the Mortgagor, MARK LAUDIE (herein "Borrower"), and the Mortgagee, Discover Bank which is organized and existing under the laws of Delaware, and whose address is 11200 Pennsylvania Avenue, New Castle, DE 19720 ("Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$35,000.00, which indebtedness is evidenced by Borrower's note dated August 23, 2017 and extensions and renewals thereof (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on August 28, 2027;

TO SECURE to Lender the repayment of the indebtedness evidenced by the Note, with interest thereon; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage; and the performance of the covenants and agreements of Borrower herein contained, Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of Lake, State of Indiana:

THAT PART OF LOT NO. SEVEN (7), IN BLOCK NO. FIVE (5), AS MARKED AND LAID-DOWN IN THE RECORDED PLAT OF FORSYTH WATER GARDENS, LYING WEST OF A LINE COMMENCING AT A POINT

WHICH IS 52 FEET EAST OF THE SOUTHWEST CORNER OF SAID LOT; THENCE PARALLEL TO THE WEST LINE OF SAID LOT TO A POINT 32 FEET NORTH OF THE POINT OF BEGINNING; THENCE IN A NORTHEASTERLY DIRECTION TO A POINT IN THE NORTHEAST LOT LINE WHICH IS 133 FEET FROM THE SOUTHEAST CORNER OF SAID LOT MEASURED ALONG THE NORTHEAST LOT LINE, IN THE CITY OF HAMMOND, LAKE COUNTY, INDIANA.

PARCEL ID: 45-02-12-232-002.000-023
which has the address of 1810 Warwick Ave, Whiting, Indiana 46394 (herein "Property Address");

Initials: LL

55-E
ok. 112819
D

12. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by delivering it or by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

13. Governing Law; Severability. The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to this Mortgage. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and the Note are declared to be severable. As used herein, "costs", "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

14. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

15. Rehabilitation Loan Agreement. Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower enters into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

16. 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 Mortgage. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Mortgage.

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 delivered or mailed within which Borrower must pay all sums secured by this Mortgage. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Mortgage without further notice or demand on Borrower.

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

17. Acceleration; Remedies. Except as provided in paragraph 16 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall give notice to Borrower as provided in paragraph 12 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, 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 nonexistence of a default or any other defense of Borrower to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice, Lender, at Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorneys' fees, court costs of documentary evidence, abstracts and title reports.

18. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Mortgage due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage, and in enforcing Lender's remedies as provided in paragraph 17 hereof, including, but not limited to, reasonable attorneys' fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this

Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

19. Assignment of Rents; Appointment of Receiver. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 17 hereof or abandonment of the Property, Lender shall be entitled, to the extent provided by applicable law, to have a receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by the receiver shall be applied first to 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 attorneys' fees, and then to the sums secured by this Mortgage. The receiver shall be liable to account only for those rents actually received.

20. Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower. 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.

21. Waiver of Valuation and Appraisal. Borrower hereby waives all right of valuation and appraisal. REFERENCE IS HEREBY MADE TO THE RIDER(S) ATTACHED HERETO AND MADE A PART HEREOF FOR ALL PURPOSES:

- Adjustable Rate Rider
- Balloon Rider
- 1-4 Family Rider
- Condominium Rider
- Planned Unit Development Rider
- Other(s) specify _____
- Second Home Rider
- Biweekly Payment Rider



Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgage to give Notice to Lender, at Lender's address set forth on page one of this Mortgage, of any default under the superior encumbrance and of any sale or other foreclosure action.

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

Mark K. Laudie
 - BORROWER - Mark K. Laudie - DATE -



STATE OF IN)
) ss.
COUNTY OF Lake)

This record was acknowledged before me on August 23, 2017, by

Mark K Laudie

[Signature]
Notary Public Katie Banske

Resident of Lake County, Indiana.



My Commission Expires: 2/1/23



Mortgage Loan Originator Sara Gonzales
Nationwide Mortgage Licensing System and Registry Identification Number 1543373
Mortgage Loan Origination Company Discover Bank
Nationwide Mortgage Licensing System and Registry Identification Number 684042

Initials: [Signature]

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.

Andrea Ball
Signature of Declarant

Andrea Ball
Printed Name of Declarant

This instrument was prepared by:
Sara Gonzales
Discover Bank
12 Reads Way
New Castle, DE 19720



Initials: ve