

2019 064951

STATE OF INDIANA LAKE COUNTY FILED FOR RECORD

2019 SEP 24 AM 8:37

MICHAEL B. BROWN ALECCIALLY.

When recorded, return to: Compass Mortgage C/O DocProbe 1125 Ocean Avenue Lakewood, NJ 08701 877-793-9362

AFTER RECORDING RETURN TO: SYNRGO, INC 590 W LAMBERT RD. BREA, CA 92821

LOAN #: 190700047230

-{Space Above This Line For Recording Data} -

3362041

MORTGAGE

CASE #: 26-26-6-0769643

MIN 1002497-0000046500-9

MERS PHONE #: 1-388-679-6377

DEFINITIONS

DEFINITIONS

Words used in multiple sections of this cocument are defined below and other words are defined in Sections 3, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 19 (A) "Security Instrument" means this document, which is dated. August 30, 2019, togeth all Riders to this document.

(B) "Borrower" is AN UNDIVIDED ONE-HALF (1/2) INTEREST TO JAMES J. PETERSON AND PAULA C. PETERSON, TRUST, UNDER THE JAMES J. PETERSON LIVING TRUST, DATED DECEMBER 19, 2012, AND AN UNDIVIDED ONE-HALF (1/2) INTEREST TO PAULA C. PETERSON AND LIVING TRUST, DATED DECEMBER 19, 2012, AND AN UNDIVIDED ONE-HALF (1/2) INTEREST TO PAULA C. other words are defined in Sections 3, 11, 13, ocument are also provided in Section 16.

PETERSON AND JAMES J. PETERSON, TRUSTEES, OR THEIR SUCCESSORS INTRUST, UNDER THE PAULA C. PETERSON LIVING TRUST DATED DECEMBER 10, 2012. Y. C. COT GET

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 has mailing address of P.O. Box 2026, Flint, MI 48501-2026 and a street address of 1901 E. Voorhees Street, Suite C, Darwille, IL 61834. MERS telephone number is

(888) 679-MERS. (D) "Lender" is Compass Mortgage, Inc. .

Lender is a Corporation, illinois.

Warrenville, IL 60555.

organized and existing under the laws of ender's address is 27755 Diehl Road, Suite 100,

INDIANA-Single Family-Fannie Mae/Freddle Mac UNIFORM UNIFORM UNIFORM 3015 1/01 Ellie Mae, Inc.





		LOAN #: 190700047230
states that Borrower owes Lender Ti		SAND TWO HUNDRED TEN AND * Dollars (U.S. \$382,210.00)
October 1, 2049.	to pay this debt in regular Periodic Payme	nts and to pay the debt in full not later than
(F) "Property" means the property to (G) "Loan" means the debt evidence the Note, and all sums due under this	s Security Instrument, plus interest.	ment charges and late charges due under
be executed by Borrower [check box	as applicable]:	by Borrower. The following Riders are to
=,	☐ Condominium Rider ☑ Planned Unit Development Rider	 ☐ Second Home Rider ☑ Other(s) [specify]
 ☐ Balloon Rider ☐ 1-4 Family Rider ☑ V.A. Rider 	Biweekly Payment Rider	Inter Vivos Trust Rider
administrative rules and orders (that ions.	have the effect of law) as well as all app	cal statutes, regulations, ordinances and icable final, non-appealable judicial opin-
 (J) "Community Association Dues that are imposed on Borrower or the nization. 	s, Fees, and Assessments" means all de Property by a condominium association,	ues, fees, assessments and other charges homeowners association or similar orga-
similar paper instrument, which is infit tape so as to order, instruct, or author	iated through an electronic terminal, tele ize a financial institution to debit or credit omated teller machine transactions, trans	transaction originated by check, draft, or phonic instrument, computer, or magnetic an account. Such term includes, but is not sfers initiated by telephone, wire transfers,
(L) "Escrow Items" means those it		
		of damages, or proceeds paid by any third
	•	ection 5) for: (i) damage to, or destruction erty; (iii) conveyance in lieu of condemna-
tion; or (iv) misrepresentations of, or	omissions as to, the value and/or condit	on of the Property.
	nsurance protecting Lender against the i	nonpayment of, or default on, the Loan. principal and interest under the Note, plus
(ii) any amounts under Section 3 of t		shrupai and interest under the Note, plus
(P) "RESPA" means the Real Estate	Settlement Procedures Act (12 U.S.C.	\$2601 et seq.) and its implementing regu-
lation, Regulation X (12 C.F.R. Part 1	1024), as they might be amended from the	to time, or any additional or successor Security instrument, "RESPA" refers to all
requirements and restrictions that a	e imposed in regard to a "federally relat	ad merigage loan" even if the Loan does
not qualify as a "federally related mo	rtgage loan" under RESPA.	
	ynder the Note and/or this Security Inst	e to the Property, whether or not that party
TRANSFER OF RIGHTS IN THE PE	CERKe County Reco	rder! all renewals, extensions and modifications
		nder this Security Instrument and the Note.
For this purpose, Borrower does here	by mortgage, grant and convey to MERS (solely as nominee for Lender and Lender's
successors and assigns) and to the County	Successors and assigns of MERS the to	bllowing described property located in the
[Name of Recording Jurisdiction]:		
SEE LEGAL DESCRIPTION ATTAC APN #: 45-11-05-114-005.000-036	CHED HERETO AND MADE A PART HE	REOF AS "EXHIBIT A".
APN#: 45-11-00-114-006.003-036		
	TUNER'S	
	TO COMMENT	
which currently has the address of	142 Carnoustic Lin/Schararville,	
	TO THE PARTY OF TH	[Street] [City]
Indiana 46375 ("Pro	operty Address"):	

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

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agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessa 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 seised 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

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:

 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 cashler'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 ayments 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

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 emounts shell be applied first to late charges, accord 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 doe, the payment may be applied to the delinquent payment and the tate 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 adent that, each payment can be paid in full. To the extent that any excess exists after

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

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to proof 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 ment 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 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 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 Sectivity Instrument, as the pirase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a weiver, 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. 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.

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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.

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 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 carder 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 and ce services and subsequent charges each time remappings or similar changes occur which reactionably 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 disapprov

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 mortgage 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 transval notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for dainage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgages 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 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 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 sened, 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.

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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 defits 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, after 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.

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 of Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If aubstantially 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 less reserve shall be non-refundable, not vithstanding 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 Nortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an Insurance allocated 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 ends in accordance with any written agreement between Borrower and Lender's requirement for Mortgage Insurance ends in accordance with any

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Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Bor-

rower 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 ilable (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; Forfelture. 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 Borro

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 of the Property 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.

Property immediately before the partial taking, destruction, or loss in value is lass 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 ns are then due

If the Property is abendoned 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 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 of repair of the Property shall be applied in the order provided for in Section?

provided for in Section 2.

12. Borrower Not Released; Forbearance By Lender Not a Walver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument clanted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the tebility 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, entitles 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 Borrowe n 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 llability 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 Appli-

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 who 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 this 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. I also County Recorder!

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

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 this 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, if Borrower meets certain conditions, Borrower shall have the right to have enforcement 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) cares any default of any other covernants 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 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 réasonably 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

INDIANA-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3015 1/01 Page 7 of 11



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, mate taining 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 any spilling, leaking, discharge, release or threat of release of by the presence, use or release of a Hazardous Substance rower learns, or is notified by any governmental or regulation remediation of any Hazardous Substance. 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

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

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 fore closure. 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 object all expenses incurred in pursuing the remedies provided in this Section 22, including, but not illustrate to object all expenses incurred in pursuing the remedies provided in this Section 22, including, but not illustrate to object all expenses incurred in pursuing the remedies provided in this Section 22, including, but not illustrate to object all expenses incurred in pursuing the remedies provided in this Section 22, including, but not illustrate to object all expenses incurred in pursuing the remedies provided in this Section 22, including object and the charging of the feel is permitted under Applicable Law.

24. Waiver of Valuation and Appraisement. Berrower waives all right of valuation and appraisement.





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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.

Witnesses:

(Seal)

JAMES J PETERSON AS TRUSTEE OF THE JAMES J PETERSON LIVING TRUST WIDER TRUST INSTRUMENT DATED DECEMBER 10, 2012, FOR THE BENEFIT OF DATE UNDER TRUST INSTRUMENT DATED DECEMBER 10, 2012, FOR THE BENEFIT OF DATE UNDER TRUST INSTRUMENT DATED DECEMBER 10, 2012, FOR THE BENEFIT OF JAMES J PETERSON AS TRUSTEE OF THE PAUL C PETERSON LIVING TRUST DATE UNDER TRUST INSTRUMENT DATED DECEMBER 10, 2012, FOR THE BENEFIT OF JAMES J PETERSON AS TRUSTEE OF THE PAUL C PETERSON LIVING TRUST DATE

BY SIGNING BELOW, the undersoned, Settlor(s) of THE JAMES J PETERSON LIVING TRUST DATE

BY SIGNING BELOW, the undersoned, Settlor(s) of THE JAMES J PETERSON LIVING TRUST UNDER TRUST INSTRUMENT DATED DECEMBER 3, 2012, FOR THE BENEFIT OF DATE

BY SIGNING BELOW, the undersoned, Settlor(s) of THE JAMES J PETERSON LIVING TRUST Under trust instrument and any rider(s) thereto and agrees to be dound thereby.

(SEAL) TRUST SETTLOR

INDIANA-Single Family-Fannie Mae/Freddle Mac UNIFORM (VS.171)/ISN1-Form 3015 1/01 Ellie Mae, Inc.



444

BY SIGNING BELOW, the undersigned, Settlor(s) of THE PAULA C PETERSON LIVING TRUST under trust instrument dated DECEMBER 10, 2012, acknowledges all of the terms and covenants contained in this Security Instrument and any cider(s) thereto and agrees to be bound thereby.

PAULA C PETERSON

(SEAL) TRUST SETTLOR

State of INDIANA County of LAKE SS:

My commission expires:

County of residence:

(Printed/hyped marke), Netary Public

This Document is the property of

the Lake County Recorder!

Lender: Compass Mortgage, Inc. NMLS ID: 21808 Loan Originator: John Kambs NMLS ID: 224286

RYAN WILLIAM PAMMER Notary Public - Seal
Lake Courty - State of Indiana
Commission Number 707714
My Commission Expires Nov 16, 2025

INDIANA-Single Family-Fannie Mae/Freddle Mec UNIFORM (N3172W/EN/) Foot 3015 1/01 Ellie Mae, Inc.



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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.

C. Bully

THIS DOCUMENT WAS PREPARED BY: COMPASS MONTGAGE, INC. 27755 DIEHL ROAD, SUITE 100 WARRENVILLE, IL 40565 877-793-9362

INDIANA-Single Family-Fannie Mae/Freddie Mac UNIFORM (VS /FUNENT Form 3015 1/01 Ellie Mae, Inc.



LOAN #: 190700047230 CASE #: 26-26-6-0769643 MIN: 1002497-0000046500-9

VA GUARANTEED LOAN AND ASSUMPTION POLICY RIDER

NOTICE: THIS LOAN IS NOT ASSUMABLE WITHOUT THE APPROVAL OF THE DEPARTMENT OF VETERANS AFFAIRS OR ITS AUTHORIZED AGENT.

THIS VA GUARANTEED LOAN AND ASSUMPTION POLICY RIDER is made this 30th day of August, 2019, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Deed to Secure Debt (herein "Security Instrument") dated of even date herewith, given by the undersigned (herein "Borrower") to secure Borrower's Note to Compass Mortgage, Inc., a Corporation

(herein "Lender") and covering the Property described in the Security Instrument and located at 142 Carnoustie Ln Schererville, IN 46375

VAGUARANTEED LOAN COVENANT: In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

If the indebtedness secured hereby be guaranteed or insured under Title 38, United States Code, such Title and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of Borrower and Lender. Any provisions of the Security Instrument or other instruments executed in connection with said indebtedness which are inconsistent with said Title or Regulations, including, but not limited to, the provision for payment of any sum in connection with prepayment of the secured indebtedness and the provision that the Lender may accelerate payment of the secured indebtedness pursuant to Coverient 18 of the Security Instrument, are hereby amended or regulations.

LATE CHARGE: At Lender's option, and as allowed by applicable state law Borrower will

LATE CHARGE: At Lender's option, and as allowed by applicable state law, Borrower will pay a "late charge" not exceeding four per centum (4%) of the overdue payment when paid more than fifteen (15) days after the due date thereof to cover the extra expense involved in handling delinquent payments, but such "late charge" shall not be payable out of the proceeds of any sale made to satisfy the indebtedness secured hereby, unless such proceeds are sufficient to discharge the entire indebtedness and all proper costs and expenses secured hereby. and expenses secured hereby.

GUARANTY: Should the Department of Veterans Affairs fail or refuse to issue its guaranty in full amount within 60 days from the date that this loan would normally become eligible for such guaranty committed upon by the Department of Veterans Affairs under the provisions of Title 38 of the U.S. Code "Veterans Benefits," the Mortgagee may declare the indebtedness hereby secured at once due and payable and may foreclose immediately or may exercise any other rights hereunder or take any other proper action as by law provided.

TRANSFER OF THE PROPERTY: This loan may be declared immediately due and payable upon transfer of the property securing such loan to any transferee, unless the acceptability of the assumption of the loan is established pursuant to Section 3714 of Chapter 37, Title 38, United States Code.

An authorized transfer ("assumption") of the property shall also be subject to additional covernants and agreements as set forth below:

(a) <u>ASSUMPTION FUNDING FEE</u>: A fee equal to one-half of 1 percent (.50%) of the balance of this loan as of the date of transfer of the property shall be payable at the time of transfer to the loan holder or its authorized agent, as trustee for the Department of Veterans

VA GUARANTEED LOAN AND ASSUMPTION POLICY RIDER

Ellie Mae, Inc.

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Affairs. If the assumer fails to pay this fee at the time of transfer, the fee shall constitute an additional debt to that already secured by this instrument, shall bear interest at the rate herein provided, and, at the option of the payee of the indebtedness hereby secured or any transferee thereof, shall be immediately due and payable. This fee is automatically waived if the assumer is exempt under the provisions of 38 U.S.C. 3729 (c).

(b) ASSUMPTION PROCESSING CHARGE: Upon application for approval to allow assumption of this loan, a processing fee may be charged by the loan holder or its authorized agent for determining the creditworthiness of the assumer and subsequently revising the holder's ownership records when an approved transfer is completed. The amount of this charge shall not exceed the maximum established by the Department of Veterans Affairs for a loan to which Section 3714 of Chapter 37, Title 38, United States Code applies.

(c) ASSUMPTION INDEMNITY LIABILITY: If this obligation is assumed, then the assumer hereby agrees to assume all of the obligations of the veteran under the terms of the instruments creating and securing the loan. The assumer further agrees to indemnify the Department of Veterans Affairs to the extent of any claim payment arising from the guaranty or insurance of the indebtedness created by this instrument.

J PETERSOI RUSTEE OF THE JAMES J PETERSON LIVING TRUS TRUST INSTRU DECEMBER 10, 2012, FOR THE BENEFIT OF BJ PETERSON cument is 30 , 19_(Seal) FEE OF THE FAULA'S PETERSON LIVING TRUST ATED DECEMBER 10, 2012, FOR THE BENEFIT OF PAULA C PETERSON, ASTRUS UNDER TRUST INSTRU PAULA C PETERSO Document is the property of ounty Recorder! PAUL), C PETERSON, AS TRUSTEE OF THE JAMES J PETERSON LIVING TRUST UNDER TRUST INSTRUMENT DATED DECEMBER 10, 2012, FOR THE BENEFIT OF JAMES J PETERSON VA GUARANTEED LOAN AND ASSUMPTION POLIC P8751ASR 0311 P8751ASR (CLS) 08/30/2019 09:01 AM PST Page 2 of 3 Ellie Mae, Inc



JAMES PETERSON, AS TRUSTEE OF THE PAULA C PETERSON LIVING TRUST DATE UNDER TRUST INSTRUMENT DATED DECEMBER 10, 2012, FOR THE BENEFIT OF PAULAC PETERSON

BY SIGNING BELOW, the undersigned, Settlor(s) of THE JAMES J PETERSON LIVING TRUST under trust instrument dated DECEMBER 10, 2012, acknowledges all of the terms and covenants contained in this Security Instrument and any rider(s) thereto and agrees to be bound thereby.

JAMES J PETERSON / KULLINGY)

(SEAL) TRUST SETTLOR

BY SIGNING BELOW, the undersigned, Settlor(s) of THE PAULA C PETERSON LIVING TRUST under trust-instrument dated DECEMBER 10, 2012, acknowledges all of the terms and covenants contained in this Security Instrument and any rider(s) thereto and agrees to be bound thereby.

PAULA C PETERSON

(SEAL) TRUST SETTLOR

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VA GUARANTEED LOAN AND ASSUMPTION POLICY RIDER
Ellie Mae, Inc.

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P8751ASR (CLS)
08/30/2019 09:01 AM PST





LOAN #: 190700047230 MIN: 1002497-0000046500-9

PLANNED UNIT DEVELOPMENT RIDER

CASE #: 26-26-6-0769643

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 30th August, 2019 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 to Compass Mortgage, Inc., a Corporation

(the "Lender")

of the same date and covering the Property described in the Security Instrument and located at: 142 Carnoustie Ln, Schererville, IN 46375.

The Property includes, but is not limited to, a parcel of land improved with a dwelling, together with other such parcels and certain common areas and facilities, as described in **COVENANTS, CONDITIONS AND RESTRICTIONS**

(the "Declaration").

The Property is a part of a planned unit development known as BRIAR RIDGE

(the "PUD"). The Property also includes Borrower's interest in the homeowners association or equivalent entity owning or managing the common areas and facilities of the PUD (the "Owners Association") and the uses, benefits and proceeds of Borrower's interest.

PUD COVENANTS. In addition to the covenants and agreements made in the

Security Instrument, Borrower and Lender further covenant and agree as follows:

A. PUD Obligations. Borrower shall perform all of Borrower's obligations under the

Security Instrument, Borrower and Lender further covenant and agree as follows:

A. PUD Obligations. Borrower shall perform all of Borrower's obligations under the PUD's Constituent Documents. The "Constituent Documents" are the (i) Declaration; (ii) articles of Incorporation, trust instrument or any equivalent document which creates the Owners Association; and (iii) any by-laws or other rules or regulations of the Owners Association. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

B. Property Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the Property which is satisfactory to Lender and which provides insurance coverage in the amounts (including deductible levels), for the periods, and 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, then: (i) Lender waives the provision in Section 3 for the Periodic Payment to Lender of the yearly premium installments for property insurance on the Property; and (ii) Borrower's obligation under Section 5 to maintain property insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

What Lender requires as a condition of this waiver can change during the term of the loan. Borrower shall give Lender property insurance proceeds in lieu of restoration or repair following a loss to the Property, or to common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender. Lender shall apply the proceeds to the sums secured by the Security Instrument, whether or not then due, with the excess, if any, paid to Eorrower.

C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to ensure that the Owners Association maintains a publ

reasonable to ensure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

MULTISTATE PUD RIDER-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3150 1/01

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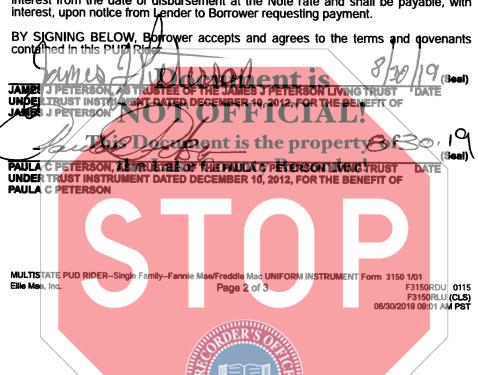
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D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property or the common areas and facilities of the PUD, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Section 11.

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to: (i) the abandonment or termination of the PUD, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of taking by condemnation or eminent domain; (ii) any amendment to any provision of the "Constituent Documents" if the provision is for the express benefit of Lender; (iii) termination of professional management and assumption of self-management of the Owners Association; or (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

F. Remedies. If Borrower does not pay PUD dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the 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, upon notice from Lender to Borrower requesting payment.





LOAN #: 190700047230 8.50.19_(Seal) PAULA C PETERSON, AS TRUSTEE OF THE JAMES J PETERSON LIVING TRUST UNDER TRUST INSTRUMENT DATED DECEMBER 10, 2012, FOR THE BENEFIT OF JAMES J PETERSON JAMES J PETERSON, AS TRUSTEE OF THE PAULA C PETERSON LIVING TRUST UNDER TRUST INSTRUMENT DATED DECEMBER 10, 2012, FOR THE BENEFIT OF PAULA C PETERSON 19_(Seal) 190 BY SIGNING BELOW, the undersigned, Settlor(s) of THE JAMES J PETERSON LIVING TRUST under trust instrument dated DECEMBER 10, 2012, acknowledges all of the terms and covenants contained in this Security Instrument and any rider(s) thereto and agrees to be bound thereby. JAMES JOH (SEAL) TRUST SETTLOR BY SIGNING BELOW, the undersigned, Settlor(s) of THE PAULA C PETERSON LIVING TRUST under trust instrument dated DECEMBER 10, 2012, acknowledges all of the terms and covenants contained in this Security instrument and env rider(s) thereto and agrees to be bound thereby. Harvork Document is the properseal TRUST SETTLOR PAULA C PETERSON the Lake County Recorder! MULTISTATE PUD RIDER--Single Family--Fannie Ma e/Freddie Mac UNIFORM INSTRUMENT Form 3150 1/01 F3150RDU 0115 F3150RLU (CLS) 08/30/2019 09:01 AM PST Ellie Man, Inc Page 3 of 3



LOAN #: 190700047230 MiN: 1002497-0000046500-9

PLANNED UNIT DEVELOPMENT RIDER CASE #: 26-26-6-0769643

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 30th day of August, 2019 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 to Compass Mortgage, Inc., a Corporation

of the same date and covering the Property described in the Security Instrument and located at: 142 Carnoustie Ln, Schererville, IN 46375.

The Property includes, but is not limited to, a parcel of land improved with a dwelling, together with other such parcels and certain common areas and facilities, as described in COVENANTS, CONDITIONS AND RESTRICTIONS

(the "Declaration").

The Property is a part of a planned unit development known as BRIAR RIDGE

(the "PUD"). The Property also includes Borrower's interestinate homeowners association or equivalent entity owning or managing the common areas and facilities of the PUD (the "Owners Association") and the uses, benefits and proceeds of Borrower's interest.

PUD COVENANTS. In addition to the covenants and agreements made in the

Security Instrument, Borrower and Lender further covenant and agree as follows:

A. PUD Obligations. Borrower shall perform all of Borrower's obligations under the PUD's Constituent Documents. The "Constituent Documents" are the (i) Declaration; (ii) articles of incorporation, trust instrument or any equivalent document which creates the Owners Association; and (iii) any by-laws or other rules or regulations of the Owners Association. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

B. Property Insurance. So long as the Owners Association maintains with a

Association. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

B. Property Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the Property which is satisfactory to Lender and which provides insurance coverage in the amounts (including deductible levels), for the periods, and 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, then: (I) Lender waives the provision in Section 3 for the Periodic Payment to Lender of the yearly premium installments for property insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy. What Lender requires as a condition of this waives can change during the term of the loan. Borrower shall give Lender prompt notice of any lapse in required property insurance coverage provided by the master or blanket policy.

In the event of a distribution of property insurance proceeds in lieu of restoration or repair following a loss to the Property, or to common a leas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender. Lender shall apply the proceeds to the sums secured by the Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to ensure that the Owners Association maintains a public liability insurance.

reasonable to ensure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

MULTISTATE PUD RIDER-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3150 1/01 Ellie Mae, Inc. Page 1 of 3

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D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property or the common areas and facilities of the PUD, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Section 11

to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Section 11.

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to: (i) the abandonment or termination of the PUD, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain; (ii) any amendment to any provision of the "Constituent Documents" if the provision is for the express benefit of Lender; (iii) termination of professional management and assumption of self-management of the Owners Association; or (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

or (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

F. Remedies. If Borrower does not pay PUD dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the 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, upon notice from Lender to Borrower requesting payment.





PAULA C PETERSON, AS TRUSTEE OF THE JAMES J PETERSON LIVING TRUST UNDER TRUST INSTRUMENT DATED DECEMBER 10, 2012, FOR THE BENEFIT OF JAMES J PETERSON JAMES J PETERSON, AS TRUSTEE OF THE PAULA C PETERSON LIVING TRUST UNDER/TRUST INSTRUMENT DATED DECEMBER 10, 2012, FOR THE BENEFIT OF PAULA C PETERSON (Seal) BY SIGNING BELOW, the undersigned, Settlor(s) of THE JAMES J PETERSON LIVING TRUST under trust instrument dated DECEMBER 10, 2012, acknowledges all of the terms and covenants contained in this Security Instrument and any rider(s) thereto and agrees to be bound thereby. (SEAL) TRUST SETTLOR BY SIGNING BELOW, the kindersigned, Settler(s) of THE PAULA C PETERSON LIVING TRUST under trust instrument dated DECETIBER 10, 2012, acknowledges till of the terms and covenants contained in this Security instrument and d agrees to be bound thereby. PAULA C PETERSON Document is the proper SALDEUST SETTLOR the Lake County Recorder! MULTISTATE PUD RIDER-Single Family-Fannie I e Mac UNIFORM INSTRUMENT Form 3150 1/01 F3150RDU 0115 Ellie Mae, Inc. Page 3 of 3 F3150RLU (CLS)
08/30/2019 09:01 AM PST



INTER VIVOS REVOCABLE TRUST RIDER

DEFINITIONS USED IN THIS RIDER

(A) "Revocable Trust" means

THE JAMES J PETERSON LIVING TRUST

created under trust instrument dated December 10, 2012 for the benefit of JAMES J PETERSON

(B) "Revocable Trust Trustee(s)" means James J Peterson AND Paula C Peterson

trustee(s) of the Revocable Trust.

(C) "Revocable Trust Settlor(s)" means James J Peterson

settlor(s) of the Revocable Trust.

(D) "Lender" means Compass Mortgage, Inc., a Corporation

(E) "Security Instrument" means the Deed of Trust, Mortgage, or Security Deed, and any riders thereto of the same date as this Rider given to secure the Note to the Lender of the same date and covering the Property (as defined below).

(F) "Property" means the property described in the Security Instrument and located

142 Carnoustle Ln Schererville, IN 46375

THIS INTER VIVOS REVOCABLE TRUST RIDER is made this 30th day of August, 2019 and is incorporated into and shall be deemed to amend and supplement the Security Instrument.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, the Revocable Trust Trustee(s), the Revocable Trust Settlor(s) and the Lender further covenant and agree as follows:

A. ADDITIONAL BORROWER(3)
The term "Borrower" when used in the Security Instrument shall refer to the Revocable Trust Trustee(s), the Revocable Trust Settior(s), and the Revocable Trust, jointly and severally. Each party signing this Rider below (whether by accepting and agreeing to the terms and covenants contained herein and agreeing to be bound to "Borrower trust and covenants contained herein and agreeing to be bound to "Borrower trust and the second to the terms and covenants contained herein and agreeing to be bound to "Borrower". or both) covenants and agrees that whether or not such party is named as "Borrower" on the first page of the Security Instrument, each covenant and agreement and undertaking of the "Borrower" in the Security Instrument shall be such party's covenant and agreement and undertaking as "Borrower" and shall be enforceable by the Lender as if such party were named as "Borrower" in the Security Instrument.

Multistate Inter Vivos Revocable Trust Rider Ellie Mae, Inc.

Page 1 of 3

GIVTRDU 0915 GIVTRLU (CLS) 08/30/2019 09:01 AM PST



	LOAN #: 190700047230
BY SIGNING BELOW, the Revocable Trust Trust terms and covenants contained in this Inter Vivos Re	tee(s) accepts and agrees to the
terms and covenants contained in this Inter Vivos Re	evocable Trust Rider.
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	RSON LIVING TRUST DATE
UNDER TRUST INSTRUMENT DATED DECEMBER 16, 2012	FOR THE BENEFIT OF
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JAMES J PETERSON	
Multistate Inter Vivos Revocable Trust Rider Ellie Mae, Inc. Page 2 of 3	GIVTRDU 0915
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BY SIGNING BELOW, the undersigned, Settlor(s) of THE PAULA C PETERSON LIVING TRUST under trust instrument dated DECEMBER 10, 2012, acknowledges all of the terms and covenants contained in this Security Instrument and any rider(s) thereto and agrees to be bound thereby.

PAULA C PETERSON

(SEAL) TRUST SETTLOR

Document is NOT OFFICIAL!

This Document is the property of the Lake County Recorder!

Multistate Inter Vivos Revocable Trust Rider
Eille Mae, Inc.

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08/30/2019 0



INTER VIVOS REVOCABLE TRUST RIDER

DEFINITIONS USED IN THIS RIDER

(A) "Revocable Trust" means

THE PAULA C PETERSON LIVING TRUST

created under trust instrument dated December 10, 2012 for the benefit of PAULA C PETERSON

(B) "Revocable Trust Trustee(s)" means Paula C Peterson AND James J Peterson

trustee(s) of the Revocable Trust.

(C) "Revocable Trust Settlor(s)" means Paula C Peterson

settlor(s) of the Revocable Trust.

(D) "Lender" means Compass Martnage, Inc., a Corporation

(E) "Security Instrument" means the Deed of Trust Mortgage, or Security Deed, and any riders thereto of the same date as this Rider given to secure the Note to the Lender of the same date and covering the Property (as defined below).

(F) "Property" means the property described in the Security Instrument and located

142 Carnoustie Ln Schererville, IN 46375

THIS INTER VIVOS REVOCABLE TRUST RIDER is made this 30th day and is incorporated into and shall be deemed to amend and of August, 2019 supplement the Security Instrument.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, the Revocable Trust Trustee(s), the Revocable Trust Settlor(s) and the Lender further covenant and agree as follows:

A. ADDITIONAL BORROWER(S)
The term "Borrower" when used in the Security Instrument shall refer to the Revocable Trust Trustee(s), the Revocable Trust Settior(s), and the Revocable Trust, jointly and severally. Each party signing this Rider below (whether by accepting and agreeing to the terms and covenants contained herein and agreeing to be bound thereby, or both) covenants and agrees that whether or not such party is named as "Borrower" on the first page of the Security Instrument, each covenant and agreement and undertaking of the "Borrower" in the Security Instrument shall be such party's covenant and agreement and undertaking as "Borrower" and shall be enforceable by the Lender as if such party were named as "Borrower" in the Security Instrument.

Multistate Inter Vivos Revocable Trust Rider Eille Mae, Inc.

Page 1 of 3

GIVTRDU 0915 GIVTRLU (CLS) 08/30/2019 09:01 AM PST



BY SIGNING BELOW, the Revocable Trust Trustee(s) accepts and agrees to the terms and covenants contained in this Inter Vivos Revocable Trust Rider.
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BY SIGNING BELOW, the undersigned, Settlor(s) of THE JAMES J PETERSON LIVING TRUST
BY SIGNING BELOW, the undersigned, Settlor(s) of THE JAMES J PETERSON LIVING TRUST under trust instrument that of DECEMBER 10, 2012, actinowledges all of the terms aft dovenants contained in this Security Instrument and any rider(s) thereto and agrees to be bound thereby.
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BY SIGNING BELOW, the undersigned, Settlor(s) of THE PAULA C PETERSON LIVING TRUST under trust instrument dated DECEMBER 10, 2012, acknowledges all of the terms and covenants contained in this Security instrument and any rider(s) thereto and agrees to be bound thereby.

Saule tobar

(SEAL) TRUST SETTLOR

PAULA C PETERSON





EXHIBIT 'A'

File No.:

11059-332041 (CH)

Property:

142 Carnoustie Ln, Schererville, IN 46375

UNIT ONE HUNDRED FORTY-TWO (142) IN COUNTRY CLUB VILLAS OF BRIAR RIDGE, A HORIZONTAL PROPERTY REGIME, THE DECLARATION FOR WHICH DATED AUGUST 14, 1987 AND RECORDED OCTOBER 5, 1987 AS DOCUMENT NUMBER 941915 AND ALL SUBSEQUENT AMENDMENTS THERETO, TOGETHER WITH AN UNDIVIDED INTEREST APPURTENANT TO SAID UNIT AS SET FORTH.

A.P.N. 45-11-05-114-005.000-036



11059-332041