

LAKE COUNTY INDIANA, 2021-580290, P 1

2021-580290
03/19/2021 12:13PM
Total Fees: \$5.00
By: KMK
Pg #: 12
STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
GINA PIRENTEL
RECORDER

Loan Servicing Return To:
MATIONSTAR MORTGAGE LLC D/B/A MR. COOPER
6000 DOWDIE WAY
BAYVIEW, MI 48100
(888) 490-2433

Open Above This Line For Recording Being

MORTGAGE

ORIGINAL
Lsn # 000102076
MCM 1000104240220784
NOTES Pmt 1.000-076-077
PDI 45 47 48 49 50 51 52 53
Cm # 154-000103-703

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 10, 12, 17, 19 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 15.

(A) "Security Instrument" means this document, which is dated **MARCH 12, 2021**, together with all Riders to this document.

(B) "Borrower" is **JOSHE A. GORJALSKI**. 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 MERS has a mailing address of P.O. Box 2020, Pine, NE 68151-2020 and a street address of 1901 E. Voorhees Street, Suite C, Danville, IL 61839. The MERS telephone number is (888) 679-4663.

(D) "Lender" is **MATIONSTAR MORTGAGE LLC D/B/A MR. COOPER**. Lender is a **LIMITED LIABILITY COMPANY** organized and existing under the laws of **DELAWARE**. Lender's address is **8950 CYPRESS WATERS BLVD., DALLAS, TX 75243**.

(E) "Note" means the promissory note signed by Borrower and dated **MARCH 15, 2021**. The Note states the Borrower owes Lender **SEVENTY FIVE THOUSAND FIVE HUNDRED FIFTY FIVE AND 00/100 Dollars (U.S. \$75,555.00)** plus interest. Borrower has provided to pay this debt in regular periodic payments and to pay together **if not not later than APRIL 1, 2036**.

(F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(G) "Loan" means the debt evidenced by the Note, plus interest, late charges due under the Note, and all sums due under this

FILE Indiana Mortgage - 0913
KB 1972132

Page 1 of 11

LAKE COUNTY INDIANA, 2021-580790, P 2

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Security Instrument, plus interest.

(M) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower (check box as applicable):

- Adjustable Rate Rider Condominium Rider Planned Unit Development Rider
 Other(s) (specify):

(I) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(J) "Commonality Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(K) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic financial instrument, telephone instrument, computer, or magnetic tape or a order, contract, or call letter, a financial institution to debit or credit an account. Such items include, but is not limited to, point-of-sale transfers, automatic clearing machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(L) "Excess Items" means those items that are described in Section 3.

(M) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds) paid under the coverages described in Section 5 for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentation of, or misstatements as to, the value and/or condition of the Property.

(N) "Mortgage Insurance" means (i) a mortgage protecting Lender against the nonpayment of, or default on, the Loan, plus (ii) any amounts under Section 1 of this Security Instrument.

(O) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2401 et seq.) and its implementing regulations, Regulation X (12 C.F.R. Part 1024), as they might be amended from time to time, or any additional or successor legislative or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" under RESPA.

(P) "Secretary" means the Secretary of the United States Department of Housing and Urban Development or his designee.

(R) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security instrument secures to Lender: (i) the repayment of the Loan, and all payments, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to MERS (its name in this instrument for Lender and Lender's successors and assigns) and to the successors and assigns of MERS the following described property located in the COUNTY OF LAKE

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "A", which currently has the address of 4765 ILLINOIS AVE, BARNHART, INDIANA 46122 ("Property 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 requirements 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 agrees that MERS holds only legal title to the interest granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as borrower for Lender and Lender's successors and assigns) has the right to receive regular payments of these interests, including, but not limited to, the right to foreclose and sell the Property, and to take any action involving Lender's mortgage, but not limited to, receiving and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seized 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 encumbrances of

LAKE COUNTY INDEMN., 2021-580290, P 3

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record.

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:

1. Payment of Principal, Interest, Escrow Items, and Late Charges. Borrower shall pay when due the principal of, interest on, the debt evidenced by the Note 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; (d) check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instantaneously, or only; or (e) Electronic Funds Transfer.

Payments will be 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 14. Lender may return any payment or partial payment if the payment or partial payment is 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 non-sufficient partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as if it substantially discharges the Loan, 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 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 with respect to funds held in escrow against Lender shall release Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements contained in 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:

First, to the Mortgage Insurance premiums to be paid by Lender to the Secretary or the monthly charge by the Secretary instead of the monthly mortgage insurance premiums, if any exist.

Second, to any taxes, special assessments, lessened payments or ground rents, and fire, flood and other hazard insurance premiums, if any exist.

Third, to interest due under the Note.

Fourth, to amortization of the principal of the Note, and

Fifth, to late charges due under the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not 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 amount due for: (a) taxes and assessments and other items which can attach priority over this Security Instrument in a lien or encumbrance on the Property; (b) residential payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by (i) lender under Section 5; and (d) Mortgage Insurance premiums to be paid to Lender to the Secretary or the monthly charge by the Secretary instead of the monthly Mortgage Insurance premiums. These items are called "Escrow Items." At origination, if applicable during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be immediately paid, 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 releases Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive 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 and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as 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 Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall from be obligated under Section 9 to repay to Lender such amount. Lender may revoke the waiver at any or all Escrow Items at any time by a

LAKE COUNTY INSTRANS, 2021-589290, P 4

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notice given in accordance with Section 14 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amount, that are then required under this Section 2.

Lender may, at any time, collect and hold Funds in an account (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 finance items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentally, or entity including Lender. If Lender is an institution, whose deposits are so insured or is any Federal Home Loan Bank. Lender shall apply the Funds to pay the Finance Items on later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or applying 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, 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 shortage of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds. If, according to 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.

4. Charges, Liens, Borrower's Obligations. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, household 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 Finance 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) establishes the lien is good, valid, by, or defined against enforcement of the lien in legal proceedings which is Lender's custom practice 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 file one or more of the notices set forth above in this Section 4.

5. Property Insurance. Borrower shall keep the improvements on the Property or hereafter erected on the Property insured against loss by fire, insured included within the term "covered 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 specific obligations pertain to the preceding sentences are charge during the term of the Loan. The insurance carrier 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 map identification, certification and tracing services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time correcting or similar charges occur which reasonably 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 has 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 amount disbursed by Lender under this Section 5 shall constitute additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate until 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 encumbrances 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 mortgagee and/or 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 renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or 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 by 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 determine the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may institute proceeds for the repair and restoration 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 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 repair or restoration is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the same 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.

If Borrower abandons all Property, Lender may file, register and file a writable 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 register and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property and Section 12 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights in any insurance proceeds it is entitled to, (b) the amount unpaid under the Note or this Security Instrument, and (c) any other of Borrower's rights (other than the right to any refund of unearned premiums paid) to Borrower's under all insurance policies covering the Property, insofar as all rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or rebuild the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

4. **Occupancy.** Borrower shall occupy, inhabit, 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 agrees that this requirement shall cease and/or hardship for the Borrower or arises extenuating circumstances exist which justify Borrower's intent.

5. **Preservation, Maintenance and Protection of the Property.** Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or come in danger on the Property. Borrower shall maintain the Property in order to prevent the Property from deteriorating or coming in violation of any 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 the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may advance proceeds for the repair 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.

If condemnation proceeds are paid in connection with the taking of the property, Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first of any indebted amounts, and then to payment of principal. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payment or change the amount of such payment.

Lender or its agent may make reasonable entries upon and inspections of the Property, if it has a reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at all times 10 or prior to such an interior inspection specifying such reasonable cause.

6. **Borrower's Lien Application.** Borrower shall be in default if, during the Lien application process, Borrower or any person or entity acting at the direction of Borrower or with Borrower's knowledge or consent gives, distributes, misleads, or inaccurately information or statements to Lender (or failed to provide Lender with entire information) in connection with the Lien. Material representations include, but are not limited to, representations concerning the title, occupancy of the Property as Borrower's principal residence.

7. **Protection of Borrower's Interest in the Property and Rights Under this Security Instrument.** (i) When Borrower fails to perform the covenants and agreements contained in this Security Instrument, (ii) when it is legal proceeding that might significantly affect Lender's interest in the Property under rights under this Security Instrument (such as a proceeding in

bankruptcy, proceeds, condemnation or forfeiture, for enforcement of a lien which may arise prior to the date of this Security Instrument or to enforce any other right or obligation, 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 proceeding in or out of possession 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 rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, ensuring 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 is not liable for not taking any or all actions authorized under this Section 9.

9. If payments 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.

10. If the Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. Borrower shall not surrender the leased premises and interests herein conveyed or terminate or cause the general lease. Borrower shall not, without the written consent of Lender, alter or amend the general 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.

11. Assignment of Miscellaneous Proceeds. Hereafter, All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

12. 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 impaired. During such repair and restoration period, Lender shall have the right to hold title to the Property 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 rebuilding 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 impaired, the Miscellaneous Proceeds shall be applied to the same 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 in Section 2.

13. In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the same secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

14. 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 is either equal to or greater than the amount of the sums secured by this Security Instrument 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.

15. 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 is less than the amount of the sums secured by this Security Instrument, the Miscellaneous Proceeds shall be applied to the same secured by this Security Instrument whether or not the sums are then due.

16. If the Property is abandoned by Borrower, or if after notice by Lender to Borrower and the Closing Party (as defined in the next sentence) fails to make an award to settle a claim for damages, Borrower will be required to appear within 30 days after the date the notice is given. Lender is authorized to collect and apply the Miscellaneous Proceeds to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Closing Party" means the third party that owns Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in respect to Miscellaneous Proceeds.

17. 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 own such a default and, if acceleration has occurred, release as provided in Section 11 by causing the action or proceeding to be dismissed with a final judgment. 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 or repair of the Property shall be applied in the order provided for in Section 2.

11. Borrower Not Released; Forbearance by Lender Not a Waiver. Extension of the time for payment or modification or amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successor 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 Successor in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy available, without limitation, Lender's acceptance of payments from third persons, entities 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.

12. 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 ("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 Borrower can 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 17, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument by 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 liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall then (except as provided in Subpart (b)) apply to the successors and assigns of Lender.

13. 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, attorney fees, property safeguarding and relocation fees. Lender may collect fees and charges authorized by the Secretary. Lender may not charge fees that are prohibited by this Security Instrument, or by Applicable Law.

If the Loan is subject to a loan which limits principal loan charges, and that loan is fully interpreted on the loan or other loan charge collected or to be collected in connection with the Loan exceed the permitted limit, 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 with or changes in the due date or in the monthly payment amount unless the Note holder agrees in writing to those changes. 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.

14. 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 when mailed by first class mail or when actually delivered to Borrower's notice address, if then or after that time, notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly provides 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 shall apply to the corresponding requirement under this Security Instrument.

15. 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 may explicitly or implicitly allow a party to agree by contract or it might be silent, but such silence shall not be construed as a prohibiting or limiting agreement by contract. In the 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.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding words, words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the

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Order

LAKE COUNTY INDEMN., 2021-580290, P 8

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word "may" given sole discretion without any obligation to take any action.

16. **Borrower's Copy.** Borrower shall be given one copy of the Note and of this Security Instrument.

17. **Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section 17, "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 accrued 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 10 days from the date the notice is given in accordance with Section 14 within which Borrower must pay all sums due under this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. **Borrower's Right to Reinstatement After Acceleration.** If Borrower meets certain conditions, Borrower shall have the right to reinstate all or a portion of the mortgage. 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) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorney's fees, property 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 reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums accrued by this Security Instrument, shall remain unchanged. However, Lender is not required to reinstate if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding; (ii) reinstatement will provide foreclosure on different grounds in the future; or (iii) reinstatement will advantage Lender to the priority of the lien created by this Security Instrument. Lender may require that Borrower pay, with reinstatement given and proceeds in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check; (d) bank check; (e) treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentally or entity; or (f) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective if the acceleration had occurred. However, this right to reinstatement shall not apply in the case of acceleration under Section 17.

19. **Set 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 to those prior to or 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 applicable 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 include the name and address of the new Loan Servicer; the address to which payments should be made and any other information necessary 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 original Lender 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 in any judicial proceeding with an individual (except as 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 14) of such alleged breach and afforded the other party 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 shall be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given by Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 17 shall be deemed to satisfy this notice and opportunity to take corrective action provision of this Section 19.

20. **Borrower Not Third-Party Beneficiary to Contract of Insurance.** Mortgage Insurance reimbursement (including any equity that purchases the Note) for certain losses is may occur if Borrower does not repay the Loan as agreed. Notwithstanding, Borrower acknowledges and agrees that the Borrower is not a third party beneficiary to the contract of insurance between the Borrower and Lender, nor is Borrower entitled to enforce any agreement between Lender and the Secretary, unless expressly authorized by Applicable Law.

21. **Hazardous Substances.** As used in this Section 21: (a) "Hazardous Substances" are those substances defined as

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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, materials containing asbestos or benzene, and radioactive materials. (b) "Environmental Law" means federal law 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 Substance, or permit to release any Hazardous Substance, as 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 enjoyment 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 spill, leaking, discharge, spillage 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 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 Environmental Cleanup.

NON-INTERFERE OBLIGATION: 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 that not prior to acceleration under Section 17 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, for exclusive 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 foreclosure. If the default is not cured on or before the date specified in the notice, Lender, in 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 collect all expenses incurred in pursuing the remedies provided in this Section 22, including but not limited to, reasonable attorneys' fees and costs of this instrument.

23. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument. 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.

24. Waiver of Valuation and Apprehension. Borrower waives all rights of valuation and apprehension.

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.


BORROWER - JORGE A. GONZALEZ

NOT AN OFFICIAL DOCUMENT

LAKE COUNTY INDIANA, 2021-580290, P 10

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State Enter The Line For Acknowledgment

State of INDIANA
County of LAKE

Recorded by 12th day of March 2021
at 10:00 AM by Recorder

I acknowledge the execution of this instrument.



Notary Public
Commissioned in LAKE County
My Commission Expires: 6-28-24

Individual Loan Originator: KASOPRUK, LAK, NMLS ID: 1999920
Loan Originator Organization: HATTOROUGH, WINDYBROOK SAC B/R/A MR. COOPER, NMLS ID: 3119

NOT AN OFFICIAL DOCUMENT

LAKE COUNTY INDEMN, 2021-580260, P 11

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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.

Christy Stofen
Signature (Print Name)
Christy Stofen
Printed Name of Declarant

This instrument was prepared by:
COBA BROKER/ESCROW
NATIONAL MORTGAGE ASSOCIATION
1600 MAIN ST. JEROME BEACH, FLORIDA 32050
PARTS 20A, CA 52705
(726) 277-0746

2014 Indiana Notary - 0910
EX 1870.32

Page 11 of 11

Property of Lake County Recorder

LAKE COUNTY INDIANA, 2021-589290, P 12

Exhibit A

File No: 612902

The Land referred to herein below is situated in the County of LAKE, State of IN, and is described as follows:

Lots 47 and 48 in Block 26 in Manufacturer's Addition to Hammond, as per plat thereof recorded in Plat Book 3, Page 24, in the Office of the Recorder of Lake County, Indiana.

Being the same property as conveyed from Margaret E. Markowski to Jorge A. Gonzalez, as set forth in Deed Instrument # 201005074, dated 12/2/2010, recorded 1/27/2010, LAKE County, Indiana.

Tax ID: 45-07-10-153-001.000.023