

LAKE COUNTY INDIANA, 2011-507246, P 1

2021-507246  
05/04/2021 02:36PM  
Total Fees: \$5.00  
By: TS  
GINA PIMENTEL  
RECORDER

File Mailing Return To:  
MORTGAGE MORTGAGE LLC D/B/A MR. COOPER  
4800 HURON WAY  
1ST FLOOR  
ANN ARBOR MI 48106  
(888) 480-2432

Signer Name This Line For Recording Only

### MORTGAGE

RENDER  
Loan# 161803087  
MFL16037704LARRWALSD  
Mortgage Lender 1-888-879-8871  
FN 45-LE-07-228-000, 201-042  
Cdn# 200-5160261-703

### 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 **APRIL 24, 2021**, together with all Riders to this document.
- (B) "Borrower" is **KIMBERLY K. RUTHER**. 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 its mailing address of P.O. Box 2026, Film, MI 48301-2026 and a street address of 1901 E. Vanhook Street, Suite C, Dearborn, MI 48124. The MERS telephone number is (888) 679-7693.
- (D) "Lender" is **MORTGAGE 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 **4800 HURON WAY, SUITE 100, ANN ARBOR, MI 48106**.
- (E) "Note" means the promissory note signed by Borrower and dated **APRIL 24, 2021**. The Note states that Borrower owes Lender **ELIMITY SECURED DEBT: FOUR AND 02/100 Dollars (U.S. \$49,024.00)** plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than **NOV 2, 2051**.
- (F) "Property" means the property that is described below under the heading "Transfer of Title in the Preamble."
- (G) "Loan" means the debt evidenced by the Note, plus interest, late charges due under the Note, and all other fees under this Security Instrument, plus interest.

FBI Indiana Mortgage - WPS  
05/04/2021

LAKE COUNTY INDIANA, 2012-567246, P 2

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(H) "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, enforceable orders and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(J) "Community Association Fees, Fines, 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 instrument or granted by check, draft, or similar paper instrument, which is initiated through an electronic transfer, automatic payment, computer, or magnetic tape so as to enter, interest, or payable to a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfer, and automated clearinghouse transfers.

(L) "Errors Items" means those items as 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) under the coverages described in Section 2) for (i) damage to, or destruction of, the Property; (ii) consideration of other taking of all or any part of the Property; (iii) conveyance to loss of condemnation; or (iv) misrepresentation of, or violation of, any zoning law or condition of the Property.

(N) "Mortgage Insurance" means (a) any project Lender against the nonpayment of, or default on, the Loan.

(O) "Periodic Payments" means the regular scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2061 et seq.) and its implementing regulation, Regulation N (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" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(Q) "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 transferee who takes title to the Property, whether or not that party has assumed Borrower's obligations under the Note under this Security Instrument.

#### TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument conveys to Lender (i) the enjoyment of the Loan and all renewals, 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 (as agent for Lender and Lender's successors and assigns) and to the successors and assigns of MERS the following described property located at the CORNER of LAKE

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "A".

which currently has the address of 732 N JOLAKE BL, CROWN POINT, IN 46337 (The "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 property interest in the Security Instrument is the Property. Borrower acknowledges 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 (on behalf of Lender and Lender's successors and assigns) has the right to collect any part of these interest, 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 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 record.

FHA Indefinite Mortgage - 0933  
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LAKE COUNTY INDEMN, 2012-567246, P 3

010089337

"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, Borrowers 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, and in trust 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 dishonored, 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) cashier's check; or (e) cashier's check, provided any such check is drawn upon an institution whose deposits with regard to federal agency, insurability, or safety; 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 14. 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 subsequently pursue or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. (Each Periodic Payment is applied as if it is scheduled due date, then, if 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 other or disallowed Borrower might have now on in the future again. Lender shall relieve Borrower from making payments due under the Note under this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

**2. Application of Payments of Principal.** 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 premium, up to the balance of the Mortgage or the monthly charge by the Secretary instead of the monthly mortgage insurance premium;

Second, to any taxes, special assessments, less cash of payments or ground rents and fire, flood and other hazard insurance premiums, as required;

Third, to interest due under the Note;

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

Fifth, to any charges due under the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or prepay the due date, or change the amount of the Periodic Payments.

**3. Funds for Escrow Items.** Borrower shall pay to Lender on the due date of each Periodic Payment due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of mortgage taxes, (a) taxes and assessments and other items which can attach priority over this Security Instrument on a lien or encumbrance on the Property, (b) household 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 to be paid by Lender to the Secretary or the mortgage lender, if any, as approved by Borrower, and such dues, fees and assessments shall be an Escrow Item. An obligation of any type during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be approved by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all copies of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items within 15 days of the date of 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 with such frequency 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, and the above "covenant and agreement" is not applicable if it is a Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for any Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver at its any or all Escrow Items at any time upon notice given in accordance with Sect on 14, and, upon such revocation, Borrower shall pay to Lender all Funds, said in such amounts, that are then required under this Section 3.

LAKE COUNTY INDEMN, 2012-567246, P 4

5/22/2013

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 and otherwise in accordance with Applicable Law.

The Funds that are held in an institution whose deposits are insured by a federal agency, insurance company, 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, normally analyzing the escrow account, or writing the Escrow Warrant, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in a legally enforceable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest (including on the Funds). Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give 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 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 debts secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

**4. Charges, Liens.** Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can arise before the maturity of the Security Instrument, scheduled payments or ground rent 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 debt secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) discontinue in good faith by or defends against enforcement of the lien in legal proceedings which in Lender's opinion ought to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) obtains from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. Lender continues that any part of the Property is subject to a lien which can arise priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 60 days of the date on which that notice is given, Borrower shall satisfy the lien or waive one or more of the sections set forth above in this Section 4.

**5. Property Insurance.** Borrower shall keep the improvements now existing or hereafter created 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. The insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. Where Lender requires payment to the proceeds of a contract can change 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 zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification plus scheduled subsequent charges such time contingencies or similar charges occur which reasonably might affect such determination of 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 substitute coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type of substitute 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 fire, 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 a debt of Borrower and shall be payable, with such interest, upon notice from Lender to Borrower expiring promptly.

All insurance policies required by Lender and renewal 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 provide

give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverings, not otherwise required by Lender, for structure or, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee 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 impaired. 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 if work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. 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. 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 obligation to repair is not economically feasible or Lender's security would be impaired, the insurance proceeds shall be applied to the same secured by this Security Instrument, whether or not such fees, with the extent, if any, paid to Borrower shall constitute progress that be applied in the order provided for in Section 2.

If this obligation falls on the Property, Lender may file, execute and enforce 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 accept and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender accepts the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in no event not to exceed the amounts required under the Note or this Security Instrument, and (b) any other of Borrower's rights (including, but not limited to, any 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 replace the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not such 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 determines that this requirement shall cease under hardship for the Borrower 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 repair the Property, allow the Property to deteriorate or commit waste of 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 the Property, Borrower shall be responsible for repairing or restoring the Property, and 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.

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. If monthly delinquent amounts, not then in payment of principal. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments or change the amount of such payments.

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 a notice inspection specifying such reasonable cause.

**8. Borrower's Loan Application.** Borrower shall be in default if, during the Loan application process, Borrower or any person or entities acting at the direction of Borrower or with Borrower's knowledge or consent give 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 that might be bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attach prior to this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for

LAKE COUNTY INSTRUMENT, 2012-567246, P. 6

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whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including entering and/or assessing the value of the Property, and securing a seller repairing the Property. Lender's actions do not include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appointing a court; and (c) paying the reasonable attorney's fees to protect its interest in the Property and/or rights under this Security Instrument, including its retained position as 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, clean water from pipes, eliminate mold and 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 it is not under any duty or obligation to do so. It is agreed that Lender has 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 prepayment notice from Lender to Borrower requesting payment.

If this Security Instrument is on a second lien, Borrower shall comply with all the provisions of the loan. Borrower shall not surrender, lease, encumber, convey and interests herein conveyed or terminate or contract the ground lease. Borrower shall not, without the express written consent of Lender, alter or encumber the ground lease. If Borrower surrenders fee title to the Property, the individual(s) of the title shall not merge unless Lender agrees to do so in writing.

18. Assignment of Miscellaneous Proceeds; Forfeiture. 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 impaired. 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 repair and restoration of a single disbursement or in a series of progress payments as the work is completed. Unless an agreement in writing is made 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 usual, 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 same secured by this Security Instrument, whether or not then due, with the usual, if any, paid to Borrower.

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 equal to or greater than the amount of the sums secured by the Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by the Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the legal 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.

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 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 same secured by this Security Instrument, whether or not then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower through the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower shall request 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 the Miscellaneous Proceeds or the party against whom 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, but, if foreclosure has occurred, as provided in Section 10, or unless the action or proceeding to be discontinued with a final order, 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 proceeding may stand 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 to the debt

LAKE COUNTY INDEMN, 2012-507246, P 7

012089937

provided for in Section 5.

**11. Borrower Not Released; Forbearance by Lender Not a Waiver.** Extension of the time for payment or modification or satisfaction 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 authorization of the sums secured by this Security Instrument by reason of any demand made by an original Borrower or any Successor in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy relating to this Security Instrument, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amount 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-obligors, Successors and Assigns Released.** Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument does not hereby participate in the Note (a "co-signer") (a) in co-signing this Security Instrument only to mortgage, grant and convey the substantial 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 the Lender and any other Borrower can agree to extend, modify, forgive or make any accommodations with respect 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 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 liability 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 19) and benefit 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 right to the Property and rights under this Security Instrument, including, but not limited to, attorney's fees, properly incurred and a nation fees. Lender may collect fees and charges authorized by the Security. Lender may not charge fees that are prohibited by the Security Instrument, or by Applicable Law.

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 of the law; (b) the charge to the permitted limit; and (c) any sums actually 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 its charge in the due date or in the monthly payment amount unless the Note holder agrees to 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 Borrower shall constitute notice to all Borrowers unless Applicable Law explicitly 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 the specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice of Lender shall be given by delivering it to the address specified in the 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 by Applicable Law, the Applicable Law requirement will satisfy 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 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 gap-filling contract agreement by contract. In the event that any provision or clause of this Security Instrument or the Note which is in conflict with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which are in effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding gender 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 "give" shall give 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.

LAKE COUNTY DEEDS, 2012-567246, P 8

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**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, a lease beneficial interest transferred to a third party, deed, contract for deed, installment sales contract or other 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 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 ten (10) days from the date the notice is given in accordance with Section 14 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may foreclose on the Property.

**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 a mortgage. These conditions are that Borrower: (a) pays Lender all sums which they would be or agree to pay if the mortgage had not been accelerated; (b) pays any amount of any other obligations secured by this Security Instrument and the Note as if no acceleration had occurred; (c) incurs any default of any other obligations secured by 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 secured by this Security Instrument, shall continue 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 court foreclosure proceeding; (ii) reinstatement will prejudice foreclosure on different property in the future; or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument. Lender may require that Borrower pay such reinstatement expenses and expenses in one or more of the following forms as directed by Lender: (a) cash; (b) money order; (c) certified check; bank check, customer's check or cashier's check, provided any such check is payable to the order of Lender; or (d) a federal agency, noncommercial or entity; or (e) 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 of reinstatement shall not apply in the case of acceleration under Section 17.

**19. Sale of Note; Change of Loan Servicer; Notice of Assignment.** The Note as a partial interest in the Note (together with this Security Instrument) can be sold, transferred or otherwise disposed of from time to time by the Note as a partial interest in the Note (together with this Security Instrument) that collects, holds, administers and performs other mortgage loan servicing obligations under the Note and this Security Instrument and Applicable Law. There also may be one or more changes of the Loan Servicer authorized by 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 necessary to complete a connection with a notice of assignment. If the Note is sold and thereafter the Loan is assigned to a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations of Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and will not be assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may connect, join, or be joined to any individual, firm or other an individual, firm or other member of a class that arises from the other party's actions pursuant to this Section 19, or that alleges that the other party has breached any provision of, or any duty owed by reason of, the 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 allowed the other party a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period that must elapse before certain actions 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 12 and the notice of acceleration given to Borrower pursuant to Section 17 shall be deemed to satisfy all notice and opportunity to take corrective action provisions of this Section 19.

**20. Borrower Not Third-Party Beneficiary by Contract of Insurance.** Mortgage Insurance premiums (other than for any equity that purchases the Note) for certain loans it may incur if Borrower does not repay the Loan as agreed by Borrower acknowledges and agrees that the Borrower is not a third party beneficiary to the contract of insurance between the Servicer and Lender, nor is Borrower entitled to enforce any agreement between Lender and the Servicer, unless explicitly authorized to do so by Applicable Law.

**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, oil, kerosene, or toxic petroleum products, toxic pesticides and herbicides, volatile or semi-volatile materials containing asbestos or



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hexachloride, 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 Cause" 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 Cause.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or attempt to release any Hazardous Substances, or use or be 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 in normal residential use 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 spillage, leaking, discharge, residue 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 knows, 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 Cause.

NON-ACCELERATION COVENANTS. Borrower and Lender for their covenants 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 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, 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. Lender shall give notice of acceleration and foreclosure if the default is not cured on or before the date specified in the notice. Lender shall give notice of acceleration and foreclosure 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 attorney's fees and costs of title evidence.

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 Subrogation and Appraisal. Borrower waives all right of subrogation and appraisals.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in this Security Instrument and in any Riders executed by Borrower and recorded with it.

  
BORROWER: KIMBERLY R. BINKNER

# NOT AN OFFICIAL DOCUMENT

LAKE COUNTY INDIANA, 2022-507246, P 10

112099337

State of Indiana, Notary Public, Acknowledgment

State of INDIANA  
County of LAKE

Before me, a notary public, this 16 day of April 2022

Erin Marie H. Hightower

acknowledged the execution of this instrument.



Angela Alsuppe  
Notary Public

Commissioned in LAKE County

My Commission Expires: 08/01/2023

Individual Loan Originator: JAMES CALDWELL, NMLS ID: 2033340  
Loan Originator Organization: MATTHEWFEAR MORTGAGE LLC D/B/A MR. COOPER, NMLS ID 2119

# NOT AN OFFICIAL DOCUMENT

LAKE COUNTY INDIANA, 2011-567246, P 11

042059317

I affirm, under the penalties for perjury, that I have taken reasonable care to reflect each social security number in this document, unless required by law.

  
Signed as Declarant \_\_\_\_\_  
Bobbie Snyder  
Printed Name of Declarant

This document was prepared by:  
BRIGIDNA WILLIAMS  
NATIONAL MORTGAGE SEC D/B/A MS. COOPER  
800 STATE HIGHWAY 121 WYOMING  
LANSFORD, TX 75087  
(972) 459-4586

FBA Indiana Mortgage - 0915  
02 1/1/2010

Page 11 of 11

Property of Lake County Recorder

LAKE COUNTY INDIANA, 2011-567246, P 12

## Exhibit A

File No: 088216

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

Part of the Northeast Quarter of the Northeast Quarter of Section 7, Township 34 North, Range 8 West of the Second Principal Meridian, all in the City of Crown Point, Lake County, Indiana described as follows:

Beginning at a point 150.91 feet West and 273.4 feet South of the Northwest Corner of said Section 7, thence S 88.41 1/2° E, along a line parallel to the East line of said Section 7, a distance of 126.90 feet more or less to the centerline of Juliet Street, thence N 74 42' 12" W, along the centerline of Juliet Street, a distance of 88.02 feet, thence N 00.41 1/2° W, along a line parallel to the East line of said Section 7, a distance of 118.64 feet more or less, thence N 89 18' 35" E, a distance of 21.72 feet, thence S 24 38' 29" E, a distance of 48.12 feet, thence N 69 18' 35" E, a distance of 30.36 feet, to the POINT OF BEGINNING Containing: 0.27 Acres

Being the same property as conveyed from Premium Properties, Inc. to Kimberly K. Rhymer as set forth in Deed Instrument #200805006 dated 12/09/2008, recorded 12/11/2008, LAKE COUNTY, INDIANA.

Tax ID: 45-10-07-229-000-042