

LAKE COUNTY INDIANA, 2021-507247, P 1

2021-507247
05/04/2021 02:36PM
Total Fees: \$5.00
By: TS
P# #: 12
GINA PIMENTEL
RECORDER

Accounting Item To
NATIONSTAR MORTGAGE LLC D/B/A MR. COOPER
400 WINDSOR WAY
DARTMOUTH, TX 75543
(800) 480-2432

Paper Asset Title: Lake Co. HomeEq Bldg

MORTGAGE

PITMAN
Loan# 1424474339
Doc# 200720240410229
Street Name L-000-578-8717
PIN 40-01-01-010-000-000
Civ # 136-407084-703

DEFINITIONS

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

- (A) "Security Instrument" means this document, which is dated **APRIL 29, 2021**, together with all Riders to this document.
- (B) "Borrower" is **NATHANIEL A. PITMAN** Borrower in the mortgage 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 2050, First, MI 48501-2050 and a street address of 1901 E. Verreken Street, Suite C, Durban, VA 24541. The MERS reference number is 68004796.
- (D) "Lender" is **NATIONSTAR MORTGAGE LLC D/B/A MR. COOPER** Lender in a **SHARED LIABILITY COMPANY** organized and existing under the laws of DELAWARE. Lender's address is **1000 CYPRESS WATERS BLVD., DALLAS, TX 75053**.
- (E) "Note" means the promissory note signed by Borrower and dated **APRIL 24, 2021**. The Note states that Borrower owes Lender **SEVENTY-FIVE THOUSAND FORTY-FIVE AND 00/100 Dollars (\$75,045.00)** plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full on or before **MAY 1, 2046**.
- (F) "Property" means the property that is described below under the heading "Transfer of Real Estate Property."
- (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 MERS.

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THIS SECURITY INSTRUMENT contains uniform covenants for automatic sale and non-affiliars coverage with limited variation 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 and interest on the debt evidenced by the Note and late charges due under the Note. Borrower shall also pay funds for Escrow and payments 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 deposited to Lender's account, 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) bank check; (e) cashier's check; provided any such check is drawn upon an institution whose deposits are insured by a federal agency, institutionally, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 14. Lender may retain any payment or portion thereof if the payment is partial payment or insufficient to bring the Loan current. Lender may accept any payment or portion thereof if the payment is sufficient to bring the Loan current, without notice of any digital recorder or printing to be given to obligors, postage and postage 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 of an established due date, that Lender need not pay taxes 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 on future dates or foreclose. No effect or shall apply to the outstanding principal balance under the Note immediately prior to the application of such funds as if applied to the outstanding principal balance under the Note immediately prior to the making payments due under the Note, and any deficiency instrument or performing the covenants and agreements secured by this Security Instrument.

2. **Application of Payment of 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 of the monthly charge by the Secretary instead of the monthly mortgage insurance premiums.

Second to any taxes, special assessments, cashed 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;

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 preclude the late fees, or change the amount of the Periodic Payments.

3. **Funds for Escrow Items.** Borrower shall pay to Lender on the first Periodic Payments due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of all taxes and assessments and other items which can automatically over this Security Instrument on a lien or encumbrance of 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 1, and (d) Mortgage Insurance premiums to be paid by Lender to the Secretary on the monthly charge by the Secretary instead of the monthly Mortgage Insurance premiums. These items are called "Escrow Items." At obligation first due time during the term of this Note, Lender may require that Community Association Dues, Fees, and Assessments, if any, be provided by Borrower to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items. Lender will, however, Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may also require Borrower's obligation to pay any Escrow Items due for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such a waiver, Borrower shall pay directly, when and where payable, an amount that for any Escrow Items for which payment or Funds has been waived by Lender and, if Lender requires, shall forward to Lender acceptable evidence of such payment within such time period as Lender may require. Borrower's obligation to make such payment and to provide receipts shall not be deemed discharged if the waiver and agreement contained in this Security Instrument, as the phrase "waiver and agreement" is used, is not in writing. If Borrower is obligated to pay Escrow Items directly, payment to a trustee, and Borrower will be responsible for the Funds, then Lender may exercise the rights under Section 9 and pay such amount and Borrower will then be obligated under Section 9 to repay to Lender any such amount. Lender may strike the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 14 and upon such striking, Borrower shall pay to Lender all Funds, not in full amounts, that are not repaid under this Section 3.

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NOT AN OFFICIAL DOCUMENT

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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 (3) not to exceed the maximum amount a borrower can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future escrow items or otherwise in accordance with applicable law.

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 in any Federal Reserve Bank, Lender shall designate Funds to pay the Escrow items as follows: first, to pay specified under RESPA; Lender shall use these Borrower for holding and applying the Funds, actually analyzing the escrow account, and verifying the Escrow items, unless Lender pays the escrow amount on the Funds and Applicable Law permits Lender to make such a change. 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 principal on the Funds. However, Lender can agree to bring, however, full 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 any 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 writing. Lender shall not be required to pay to Lender the amount necessary to make up the shortage in writing. 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 months prior to the date of the deficiency, as defined under RESPA, but in no more than 12 months prior to the date of the deficiency.

Upon payment of all of all taxes assessed by this Security Instruments, Lender shall promptly refer to Borrower any Funds held by Lender.

4. Charges, Taxes, and Fees. Lender shall pay all taxes, assessments, charges, fees, and impositions attributable to the Property which are then presently or will be payable, including payments on ground rents on the Property, if any, and Community Association Dues, and Assessments, if any. To the extent these items are incurrence items, Borrower shall pay them in the manner provided in RESPA.

Borrower shall promptly discharge any item which has priority over this Security Instrument unless Borrower (a) agrees in writing to the payment of the obligation, or (b) the item is a mortgage or lien in the hands of the holder, but only so long as Borrower is performing, such agreement; (c) the obligation is in good faith by, or is held against enforcement of the lien in, legal proceedings which in Lender's opinion, are in the best interests of the holder of the lien while those proceedings are pending, but only until such proceedings are concluded, or (d) the item is a mortgage or lien in the hands of the holder of the lien on the Property, and Lender administering the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which so claim priority over the Security Instruments, Lender may give Borrower a notice identifying the lien. Within 60 days of the date on which this notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

5. Property Insurance. Borrower shall keep the improvements then existing or hereafter created on the Property insured against loss by hazards included within the term "catastrophic perils," 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 to Lender requires. Upon filing, Borrower requires payment to the preceding sections on change during the term of the loan. The insurance carrier, provided, the insurance shall be chosen by the owner subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised retroactively. Lender may require Borrower to pay, in connection with this Loan, either (a) a one-time charge for flood insurance, determination, construction and tracking services; or (b) a one-time charge for flood insurance and construction and tracking services, and (c) subsequent charges such that retroactive or similar changes occur which reasonably might affect such determination or justification. 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 election 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 insurance. However, such coverage shall not be provided to Lender until such time as Borrower is able to provide proof of insurance or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage or related right to file a claim, and any other expenses that Borrower could have obtained, may be recovered by Lender under this Section 5 and together additional debt is Borrower received by this Security Instruments. These amounts shall bear interest at the rate then in effect for the date of advancement and shall be payable, with such interest, over time from Lender to Borrower according to its terms.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as sub-stipulated loss payee. Lender shall have the right to hold the policies and renewal or policies. If Lender requires, Borrower shall promptly

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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 a mortgagee and/or an additional insured.

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. On an Lender and Borrower otherwise agree to writing, any insurance proceeds, regardless of when the underlying insurance was required by Lender, shall be applied to recoup or repair of the Property if the 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 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 shall be paid on such insurance proceeds until the repairs and restoration is a single payment or in a series of progress payments as the work is completed. Lender shall not be required to pay Borrower any interest or earnings on such proceeds from public aid, taxes, or benefits. If the replacement or repair is not economically feasible or Lender's security would be harmed, the insurance proceeds shall be applied to the costs of the insurance proceeds, whether or not then due, with the interest, if any, paid to Borrower. Such negative proceeds shall be applied as to order provided for in Section 7.

If Borrower abandons the Property, Lender may file, negotiate and satisfy any available insurance claims and related claims, then Lender may negotiate and settle the claim as a matter from Lender that the insurance carrier has offered to settle or if Lender acquiesces the Property under Section 22 or otherwise, Borrower hereby assigns to Lender all Borrower's right to any insurance proceeds in settlement of the insurance claim under the terms of the Security Instrument, and (b) any other of Borrower's rights to any proceeds of insurance policies owned by Borrower and/or any insurance policies covering the Property, including all rights not applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or replace the Property or to pay amounts agreed under the Note or this Security Instrument, whether or not then due.

8. Coverage. Borrower shall secure, maintain, and use the Property as Borrower's principal residence within 60 days of 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, but not longer than the term of this instrument, shall cause, make, and keep for the Borrower or cause concerning circumstances that shall apply to Borrower's interest.

9. Preservation, Maintenance and Protection of the Property. Borrower shall not destroy, damage, or impair the Property, either the Property to deteriorate or come to water on the Property. Borrower shall maintain the Property in order to prevent the Property from deteriorating or becoming, in whole or in part, a public nuisance. Failure to do so shall constitute a breach of this Section. If the repair or restoration is not economically feasible, Lender 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 if Lender has advanced 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 the Security Instrument, and to pay any special amounts, and to pay to payment of principal. Any application of the proceeds to the principal shall not extend or preclude the due date of the monthly payments or change the amount of such payments.

Lender or its agent may enter reasonable, written upon and inspection of the Property. Lender shall give prompt notice to Borrower of any such entry. Lender may inspect the interior of the improvements on the Property. Lender shall give prompt notice to Borrower of any such entry. Lender may inspect the interior of the improvements on the Property. Lender shall give prompt notice to Borrower of any such entry.

10. Borrower's Lien Application. Borrower shall be in default if, during the Loan application process, Borrower or any present or former agent or the director of the Borrower or with Borrower's knowledge or constructive knowledge fails, misleads, or misstates information or statements to Lender or fails to provide Lender with material information in connection with the Loan. This includes, but is not limited to, representations concerning the Borrower's occupancy of the Property as Borrower's principal residence.

11. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If the Borrower fails to perform the covenants and agreements contained in the Security Instrument, then there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under the Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a trust which may have priority over the Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for

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whenever it is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or securing the value of the Property, and securing and/or repairing the Property. Lender's actions may include, but are not limited to: (a) paying any sums accrued by a tax which has priority over this Security Instrument; (b) paying any taxes, including, in no event, property taxes; (c) paying reasonable attorney's fees to protect its interest in the Property and rights under this Security Instrument, including its retained position in a bankruptcy proceeding; securing the Property in liens, but in no event, in any way, including the Property or making repairs, change locks, replace or board up doors and windows, drain water from pipes, gutters, eaves, or other roof, ventilation or drainage conditions, and have vehicles towed or off; Although Lender may be liable for not making one or all of these sufficient under the Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not making one or all of these sufficient under the 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 bank rate from the date of disbursement and shall be payable with the next regular payment due to Lender by Borrower respecting property.

If the Security Instrument is an installment, Borrower shall comply with all the provisions of the loan. Borrower shall not assign the legal and equitable interest herein conveyed or attempt to cancel the ground lease. If Borrower requires for title to the Property, the title shall be in the name of Lender or Lender agrees to the merger in writing.

18. Assignment of Miscellaneous Proceeds; Foreclosure. 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 each repair and restoration period, Lender shall have the right to inspect Miscellaneous Proceeds and Lender has had an opportunity to inspect such Property. Lender shall have the right to inspect the work, has been satisfied with Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Lender an agreement to fund financing or applicable law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay any interest or carrying on such Miscellaneous Proceeds. If the proceeds, Lender shall not be required to pay any interest or carrying on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible, Lender's security shall be impaired, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied as provided for in Section 7.

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

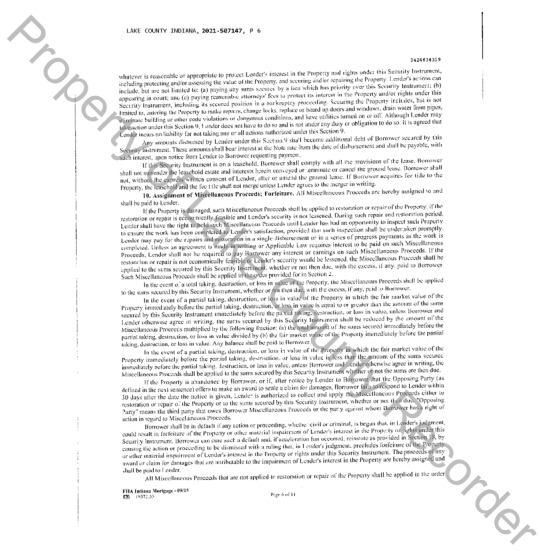
In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property insured is less than the partial taking, destruction, or loss in value or greater than the amount of the sums secured by this Security Instrument immediately before the partial 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 furnished by the following formula: (1) the fair market value of the sums secured immediately before the partial taking, destruction, or loss in value divided by (2) 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 insured is less than the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender as hereinafter provided to the Opposing Party (as defined in the next sentence) refers to make an award in satisfaction for damages, Borrower shall assign to Lender within 30 days after the date the notice is given, Lender is authorized to reflect and apply Miscellaneous Proceeds, either in satisfaction or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. The Opposing Party means the third party that owns the Property or Miscellaneous Proceeds or the party against whom the party's right of action is asserted under this Security Instrument.

Borrower shall be liable for any action or proceeding, whether civil or criminal, to begin that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or completion of this Security Instrument. Borrower waives and disclaims any defense or defense has occurred, retained as provided in Section 18, by commencing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied to the debt



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provided for in Section 2.

11. **Borrower Not Released; Enforcement by Lender Not a Waiver.** Extension of the time for payment or modification or satisfaction of the same secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to reduce the liability of Borrower or any Successors in Interest of Borrower. Lender in Interest of Borrower shall not operate to release the extended time for said and be required to commence proceedings against any Successor in Interest of Borrower or to release in whole or in part or otherwise modify, amend or terminate any Security Instrument by mutual agreement of the parties. Lender in Interest of Borrower or any Successors in Interest of Borrower shall not be deemed to have waived its right to enforce its obligations under this Security Instrument. Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or its assigns, less than the amount due therefor, shall not be a waiver of or modify the exercise of any right or remedy.

12. **Joint and Several Liability; Co-signers; Successors and Assigns Bound.** Borrower consents and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who assigns this Security Instrument shall not be responsible for the obligations of any Successor in Interest of Borrower who assigns this Security Instrument. Borrower shall be jointly and severally liable for the obligations and liability under this Security Instrument, and shall remain so until the obligations and liability under this Security Instrument are fully paid. Borrower shall be jointly and severally liable for the obligations and liability under this Security Instrument, and shall remain so until the obligations and liability under this Security Instrument are fully paid.

13. **Subject to the provisions of Section 17, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument shall be bound by the terms of this Security Instrument and 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 shall be bound by the terms of this Security Instrument and the Note without the co-signer's consent.

14. **Loan Charges.** Borrower shall be responsible for all charges for services performed in connection with Borrower's default, for the purpose of enforcing Lender's rights in the Property and rights under this Security Instrument, including, but not limited to, attorney's fees, property preservation and auction fees. Lender may collect fees and charges authorized by the limited to, attorney's fees, property preservation and auction fees. Lender may collect fees and charges authorized by the limited to, attorney's fees, property preservation and auction fees.

15. **Interest.** All interest given by Borrower or Lender in connection with this Security Instrument shall be in writing. Any notice of interest given by Borrower or Lender in connection with this Security Instrument shall be in writing. Any notice of interest given by Borrower or Lender in connection with this Security Instrument shall be in writing. Any notice of interest given by Borrower or Lender in connection with this Security Instrument shall be in writing.

16. **Notice.** All notices given by Borrower or Lender in connection with this Security Instrument shall be in writing. Any notice of interest given by Borrower or Lender in connection with this Security Instrument shall be in writing. Any notice of interest given by Borrower or Lender in connection with this Security Instrument shall be in writing. Any notice of interest given by Borrower or Lender in connection with this Security Instrument shall be in writing.

17. **Applicable 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 the provisions and limitations of Applicable Law. Applicable Law may modify or nullify the enforceability of any provision of this Security Instrument if such provision is deemed to be unenforceable under Applicable Law.

18. **Assignment.** This Security Instrument shall be assignable by the parties to any other party without the consent of the other party. This Security Instrument shall be assignable by the parties to any other party without the consent of the other party.

19. **Entire Agreement.** This Security Instrument, together with the Note, constitute the entire agreement between the parties. This Security Instrument, together with the Note, constitute the entire agreement between the parties.

20. **Severability.** If any provision of this Security Instrument is held to be unenforceable under Applicable Law, the remaining provisions of this Security Instrument shall survive and be enforceable.

21. **Counterparts.** This Security Instrument may be executed in counterparts, each of which shall be deemed to be an original copy of this Security Instrument, and all of which together shall be deemed to constitute one and the same agreement.

22. **Witnesses.** This Security Instrument may be executed by the parties in the presence of witnesses. This Security Instrument may be executed by the parties in the presence of witnesses.

23. **Execution.** This Security Instrument may be executed by the parties in the presence of witnesses. This Security Instrument may be executed by the parties in the presence of witnesses.

24. **Signature.** This Security Instrument may be executed by the parties in the presence of witnesses. This Security Instrument may be executed by the parties in the presence of witnesses.

25. **Delivery.** This Security Instrument may be executed by the parties in the presence of witnesses. This Security Instrument may be executed by the parties in the presence of witnesses.

26. **Recording.** This Security Instrument may be executed by the parties in the presence of witnesses. This Security Instrument may be executed by the parties in the presence of witnesses.

27. **Retention.** This Security Instrument may be executed by the parties in the presence of witnesses. This Security Instrument may be executed by the parties in the presence of witnesses.

28. **Reproduction.** This Security Instrument may be executed by the parties in the presence of witnesses. This Security Instrument may be executed by the parties in the presence of witnesses.

29. **Amendment.** This Security Instrument may be executed by the parties in the presence of witnesses. This Security Instrument may be executed by the parties in the presence of witnesses.

30. **Waiver.** This Security Instrument may be executed by the parties in the presence of witnesses. This Security Instrument may be executed by the parties in the presence of witnesses.

31. **Assignment.** This Security Instrument may be executed by the parties in the presence of witnesses. This Security Instrument may be executed by the parties in the presence of witnesses.

32. **Severability.** If any provision of this Security Instrument is held to be unenforceable under Applicable Law, the remaining provisions of this Security Instrument shall survive and be enforceable.

Property

Order

Property

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17. Transfer of the Property or a Beneficial Interest in Borrowers. As used in this Section 17, "interest in the Property" means any legal or beneficial interest in the Property including, but not limited to, leasehold, beneficial interest in the Property...

18. Borrower's Right to Redeem After Acceleration. If Borrower owns certain conditions, Borrower shall have the right to redeem the mortgage... (a) any amount of the Loan secured by this Security Instrument, including, but not limited to, reasonable and appropriate...

19. Sale of Note. Change of Loan Servicer. Notwithstanding anything to the contrary herein, the Note (including any assignment of the Note) shall be deemed to have been assigned to the Loan Servicer...

Neither Borrower nor Lender may commence, join, or be joined in any judicial proceeding with either an individual obligor or the executor of a decedent that arises from the other party's actions pursuant to the Security Instrument or that alleges that either party has breached any promise...

20. Borrower Not Third-Party Beneficiary to Contract of Insurance. Mortgage Insurance remains the Lender's responsibility and the Borrower is not a third party beneficiary to the contract of insurance between the Lender and the insurance company...

21. Hazardous Substances. As used in this Section 21 (a) "Hazardous Substances" are those substances defined as such in hazardous substances, pollutants, or wastes by the Environmental Law and the following substances: asbestos, lead-based paint, and...

22. Assignment of the Note. The Note shall be deemed to have been assigned to the Loan Servicer upon the date that the Note is recorded in the public records...

23. Assignment of the Note. The Note shall be deemed to have been assigned to the Loan Servicer upon the date that the Note is recorded in the public records...

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form, solids, 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 Change" includes any release, property in hazardous condition, 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 Change.

Borrower shall not issue or permit the presence, use, disposal, storage, or release of any Hazardous Substance, or release of any Environmental Condition, on or to the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (d) that is in violation of any Environmental Law, (e) which creates an Environmental Condition, or (f) 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 change on the Property of any Hazardous Substance that are generally recognized to be appropriate to general residential uses and to the activities of the Property (including, but not limited to, business activities in commercial products).

Borrower shall promptly give Lender written notice of (a) any investigations, claims, demands, lawsuits or other actions 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, leak, discharge, release, or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use, handling, discharge, release, or threat of release of any Hazardous Substance, and (d) any condition, claim, or suit caused by any release of a Hazardous Substance which adversely affects the value of the Property. If Borrower's notice, or is notified by any governmental or regulatory agency or private party, that any removal or other remedial action is necessary with respect to the Property in accordance with applicable law, Borrower shall promptly take all necessary remedial actions in accordance with applicable law. Nothing herein shall create any obligation on Lender for an Environmental Change.

NON-INDUSTRY OBLIGATIONS. Borrower and Lender hereby consent 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 may give 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 (unless Applicable Law requires a shorter period), 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. Remedies available to Lender after acceleration and sale of the Property. If the default is not cured on or before the date specified in the notice, Lender's litigation may require immediate payment in full of all sums secured by this Security Instrument without further demand and may include this Security Instrument by instrument by 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 this covenant.

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 to be paid by the service rendered or the charging is the fee permitted under Applicable Law.

24. Waiver of Violation and Appointment. Borrower waives all rights, claims and appointments.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in this Security Instrument and to any fees exacted by Lender and consented with.

Nathaniel A. Pittman
BORROWER - NATHANIEL A. PITTMAN

NOT AN OFFICIAL DOCUMENT

LAKE COUNTY INDIANA, 2011-567247, P 10

042424339

(Please Print This Line For Administrative Use)

State of INDIANA
County of LAKE

I, Barbara A. Pitman, being first a notary public, this 26 day of April 26, 2021

do hereby certify that the foregoing is a true and correct copy of the original instrument.



Joseph South Bay
Notary Public
Commissioned in LAKE County
My Commission Expires 04-27-2028

Individual Loan Originator: KAYLA EYEBAL, NMLS ID: 2327038
Loan Originator Organization: BUCKINGHAM MORTGAGE LLC D/B/A BR. COOPER, NMLS ID: 2113

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


Signature of Declarant
Elaine Rasmith
Printed Name of Declarant

This instrument was prepared by
AUSTINE WILLIAMS
NATIONAL MORTGAGE LEGAL & TITLE COOPER
410 SUITE 800BWAY 274 WOODWAY
LAWSONVILLE, TX 75067
(469) 851-3062

Property of Lake County Recorder

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Exhibit A

File No. 07979

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

THE NORTH 100.48 FEET OF LOT 24 IN BLOCK 2 IN WILSON
SQUARE ADDITION, IN THE CITY OF HAMMOND, AS PER PLAT
THEREOF, RECORDED IN PLAT BOOK 26 PAGE 21, IN THE OFFICE
OF THE RECORDER OF LAKE COUNTY, INDIANA, ALSO THAT PART
OF VACATED CHESTERDALE PLACE LYING NORTH OF AND
ADJACENT TO SAID LOT OF EXCEPT THAT PART THEREOF LYING
SOUTH OF THE SOUTHWEST CORNER OF THE NORTH
100.48 FEET THEREOF.

Being the same property as conveyed from James Richards to Nathaniel
A. Pitman, as set forth in Deed Instrument #2003 044132, dated
4/23/2003, recorded 5/2/2003, LAKE County, Indiana.

Tax ID: 46-07-07-478-001-000-023