

NOT AN OFFICIAL DOCUMENT

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2021-507347 STATE OF INDIANA
05/04/2021 02:36PM LAKE COUNTY
Total Fees: 55.00 FILED FOR RECORD
By: T... GENE PERINEL
PG #: 12 RECORDER

My Recording Agent Is:
NAUTONCAR MORTGAGE LLC D/B/A MR. COOPER
4000 HORIZON WAY
SERVING TX 75043
(800) 404-0832

[Please Attach This Line For Recording Data]

MORTGAGE

PLATMAP
SHEET #24743439
SIN: 10053702410000001225
MAILING ADDRESS: 100 E VINEYARD, SUITE 100, ST. LOUIS, MO 63101-2270
FAX: 415-474-4740; 800-502-0333
CIV: 6-108-4437384-112

DEFINITIONS

Words used in multiple sections of this document, if used below 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 25, 2021, together with all Rides to this document.

(B) "Lender" is NAUTONCAR MORTGAGE LLC D/B/A MR. COOPER, lender is a LIMITED LIABILITY COMPANY organized and existing under the laws of DELAWARE, LOOKOUT, 1000 FRED CIPERRESS MASTERS BLVD., DALLAS, TX 75201.

(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, 1000 FRED CIPERRESS MASTERS BLVD., SUITE 100, DALLAS, TX 75201.

(D) "Lender" is NAUTONCAR MORTGAGE LLC D/B/A MR. COOPER, lender is a LIMITED LIABILITY COMPANY organized and existing under the laws of DELAWARE, LOOKOUT, 1000 FRED CIPERRESS MASTERS BLVD., DALLAS, TX 75201.

(E) "Note" is promissory note signed by Borrower and dated APRIL 25, 2021. The Note states that Borrower owes Lender EIGHTY-FIVE THOUSAND FORTY-FIVE AND 00/100 Dollars (\$85,075.00) plus interest. Borrower has promised to pay this debt at regular Periodic Payments and to pay the debt in full on June 25, 2045.

(F) "Property" means the property that is described below under the heading "Transfer of Right(s) to Property".

(G) "Title" means the title evidence held by the Note, plus interest, as shown in the title page, and all rights under this Security Instrument, plus interest.

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(B) "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 Phased Unit Development Rider

(Owner(s)) except { }{ }

(C) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances, covenants and administrative rules and orders (that have the effect of law) at all times applying to the Note, any appendices thereto, extensions, renewals or modifications of the Note, and any documents or instruments relating thereto, and any other laws, rules and regulations, including any zoning laws, restrictions, covenants and other charges that are applicable to the Property.

(D) "Community Association, Docs., Filing, Plat, Survey, Association" means any documents, covenants, restrictions and other charges that are applicable to the Property, including any documents, covenants, restrictions and other charges that are applicable to the Property, including any documents, covenants, restrictions and other charges that are applicable to the Property.

(E) "Electronic Funds Transfer" means any transfer of funds, other than a transfer on originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal or computer system and transmitted in digital form so as to enter directly into a financial institution's records or into a digital or credit account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(F) "Event of Default" means those events described as described in Section 3.

(G) "Miscellaneous Fees" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance) to a holder of the Note or to a holder of the Security Instrument in connection with the Note or the Security Instrument, including, without limitation, the cost of collection or enforcement of the Note; title conveyance or loss of condominium; or civil consequences of, or resulting from, the value and/or condition of the Property.

(H) "Mortgagee" means the person to whom Lender assigns the nonrecourse or, or default on the Loan.

(I) "Periodic Payments" mean installments payable by the Borrower under the Note, plus (ii) any amounts specified in Section 3 of this Security Instrument.

(J) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. 2601 et seq.) and its implementing regulation, Regulation X, promulgated by the Federal Trade Commission. "RESPA" also means any additional or successor regulation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and notifications that are imposed in regard to a "fidelity related consumer loan" even if the Lender does not qualify as a "fidelity related consumer loan".

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

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

TRANSFERS OF RIGHTS IN THE PROPERTY

This Security Instrument subject to Lender: (i) the repayment of the Lent by all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements in this Security Instrument and the Note. For this purpose, "MEIS" means the Michigan Economic Improvement and Savings Fund Corporation for Lender and Lender's successors and assigns and to the successors and assigns of MEIS the following described property located in the COUNTY OF LAKE:

MEIS, LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "A",

which currently has the address of 1113 MCLAUGHLIN AVE HAMMOND Indiana 46324 ("Property Address").

TOGETHER WITH all the improvements now or hereafter erected on the property, and all encumbrances, easements and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as "the Property". Borrower shall not grant the Property to any third party, except as provided in this Security Instrument, but if necessary to comply with law or custom, MEIS (in writing), or Lender and Lender's successors and assigns has the right to exercise any or all of these interests, including, but not limited to, the right to foreclose on the Property, and to take any interest held of Lender, including, but not limited to, the right to exercise this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to, among other things, use 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 others and demands, subject to any encumbrances of record.

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THIS SECURITY INSTRUMENT contains uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and all amounts due under this Security Instrument, in U.S. funds for further payment to Lender, except as provided in the Note or this Security Instrument shall be made in U.S. currency. Time-wise, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may accept the same for payment, or Lender may require payment in cash, including but not limited to, (a) cashier's check, (b) money order, (c) certified check, (d) bank check, (e) money order or cashier's check, provided any such check is drawn upon an institution whose deposit is insured by a federal agency, notwithstanding the date of issue of such check.

Payments are to be made 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 submitted by Borrower if the payment is paid late, and Lender may deduct from any payment submitted by Borrower any amount retained by Lender for failing to make timely payment of the Loan amount, without waiver of any rights hereunder or retained by Lender to offset against payment of principal or interest in the future, but Lender is not obligated to apply any payment at the time such payment is received. If such payment is held by Lender, Lender may apply such payment to the Loan amount at any time such payment is received. If such payment is held by Lender 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 applicable under local law, if such funds are held by Lender, Lender may apply such funds to the Loan amount, prior to final payoff of the loan or shall apply to the amount owing now or in the future against Lender shall release Borrower from making payment on under the Note, or this Security Instrument or purging the covenants and agreements set forth in this Security Instrument.

2. Application of Payments of Proceeds. Except as otherwise specified in this Section 2, all payments accepted and applied by Lender shall be applied in the following priority:

First, to the Mortgage Lender, and held by Lender to the Securitry or the monthly charge by the Securitry, for the benefit of the mortgage insurance premium;

Second, to any taxes, special assessments, escrowed expenses or ground rents, and fire, flood and other-hazard insurance premiums, as required;

Third, to amortization of the principal of the Note;

Fourth, to the escrow agent for the Note;

Fifth, to the charges due under the Note;

Sixth, to the Community Association fees, projects, or Miscellaneous expenses or principal due under the Note shall not exceed or postpone the due date, or change the amount of the Project or Miscellaneous expense;

3. Funds for Escrow Items. Borrower shall pay to Lender on the 1st of October, Payments on due date under the Note, until the Note is paid in full, a sum (the "Escrow Fund") sufficient for all taxes and assessments and other items which may be required to be paid by the Securitry (or a Lender or escrow holder on the Property), (b) trust account payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 3; and (d) Mortgage Insurance premium, if any, plus any other amounts required by Lender to be paid to the Securitry or to the escrow holder or trustee premium. These items are called "Escrow Items". At organization or at any time during the term of the Note, Lender may require that Community Association Dues, Fees, and Assessments, if any, be paid directly to the Lender, and Lender may require that the escrow holder or trustee pay the amount of any assessment or amount to be paid under this Section. Borrower shall pay to Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive item(s)'s obligation to pay the Funds for any or all Escrow Items if Lender has been paid in full for such item(s). Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment is made directly to Lender and, if Lender requires, shall furnish to Lender receipts certifying payment. Any such amounts paid by Lender and held by Lender for the Escrow Items, shall for all purposes hereof be deemed to be a covenant and agreement contained in this Security Instrument, as the above "covenant and agreement" is one collectively. If Borrower is obliged to pay Escrow Items by his own name, he shall pay the same to the Securitry or to the escrow holder or trustee. If Borrower is obliged to pay Escrow Items by his own name and pay to Lender amount and Borrower shall then be obliged under Section 9 to repay to Lender any such amount. Lender may rescind the waiver as to any and all Escrow Items at any time by a notice given in accordance with Section 14 and, upon such revocation, Borrower shall pay to Lender the funds held in his escrow account as are then required under this Section 3.

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Lender may, at any time, collect and hold Funds in an amount (a) until or to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a holder can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditure of future Escrow Items or other amounts in accordance with RESPA.

The Funds shall be held in an escutcheon whose demands are issued by a federal agency, instrumentality, or entity (including Lender), if Lender is in institution whose deposits are so insured, or on any Federal Home Loan Bank. Lender shall deposit the Funds to the Escrow Holder's account in the name of the Escrow Holder, and shall not charge interest for holding the Funds to the Escrow Holder's account, except for analyzing the escutcheon account, or verifying the Escrow Items, unless Lender pays attorney's fees and costs of collection, including attorney's fees and costs of collection, to the Escrow Holder, and Lender retains interest on the Funds and applicable Law permits Lender to make such a charge. Unless an agreement is made in writing, Lender shall not charge interest on the Funds, except for analyzing the escutcheon account, or verifying the Escrow Items, or collecting on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a shortage of Funds held in escutcheon, as defined under RESPA, Lender shall notify Borrower of the shortage and accountings with RESPA, and if there is a shortage of Funds held in escutcheon, as defined under RESPA, Lender shall notify Borrower of the shortage by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage to accountings with RESPA, and Lender shall pay to Borrower the amount necessary to make up the shortage to RESPA, and Lender shall notify Borrower of the shortage by RESPA, but in no more than 12 months after payment.

If there are payments of all or all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any funds held by Lender.

4. Carger Liens. Borrower shall pay all taxes, assessments, charges, fees, and impositions attributable to the Property which can affect prior conveyances, encumbrances, leases, easements, restrictions, or other interests in the Property and Carger Liens, Deeds of Trust, and documents, if any. To the extent that these items are known items, Borrower shall pay it out of the escrow provided in paragraph 6.

Borrower agrees to provide Lender with a copy of each Carger Lien held by the Lender or a trustee acceptable to Lender, but only so long as Borrower is performing such agreement; (a) canceling the lien in good faith, or, (b) deferring against enforcement of the lien in legal action, or (c) proceeding with all proceedings, or (d) releasing the holder of the lien an agreement satisfactory to Lender substituting the lien in this Security Instrument. If Lender determines that any part of the Property is subject to a lien which is not a Carger Lien, Lender shall give notice to Borrower of the existence of the lien and the date of record of the lien, and the date of record of the notice of the lien, and Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

5. Insurance. Borrower shall keep the improvements and existing or hereafter created on the Property insured against loss by the hazards included within the term "extreme weather," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts required by Lender, and shall be in a form acceptable to Lender. Lender may require insurance to be maintained during construction or 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 maintain insurance on the Property in amounts and types acceptable to Lender, including, but not limited to, fire and theft insurance, title insurance, hazard insurance, flood insurance, wind and storm damage insurance, and liability insurance, and to pay premiums for such insurance in monthly installments, and to furnish Lender with copies of the policies and tracking services, or (b) a premium charge for flood zone determination and certificate of coverage and subsequent changes each time repossess or similar changes occur which reasonably might affect such determinations or certificate. Borrower shall also keep the insurance policies in force until the date of final payoff of the Mortgage, and shall furnish Lender with copies of the notices of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance on behalf of Lender against loss by the hazards included within the term "extreme weather," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts required by Lender, and shall be in a form acceptable to Lender. Lender may require insurance to be maintained during construction or 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 maintain insurance on the Property in amounts and types acceptable to Lender, including, but not limited to, fire and theft insurance, title insurance, hazard insurance, flood insurance, wind and storm damage insurance, and liability insurance, and to pay premiums for such insurance in monthly installments, and to furnish Lender with copies of the policies and tracking services, or (b) a premium charge for flood zone determination and certificate of coverage and subsequent changes each time repossess or similar changes occur which reasonably might affect such determinations or certificate. Borrower shall also keep the insurance policies in force until the date of final payoff of the Mortgage, and shall furnish Lender with copies of the notices of any flood zone determination resulting from an objection by Borrower.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to waive or waive portions of such policies, shall include a standard mortgage clause, and shall name Lender as manager owner. All insurance policies shall have the right to bind the policies and renewals of loans. If Lender requires, Borrower shall promptly

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given to Lender all receipts of paid premiums and renewed notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee under an additional loss payee.

7. **Loss of Title.** If Lender's security interest in the Property is foreclosed or Lender exercises its right to require Borrower to make proof of loss if not made promptly by Borrower, Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to the repair and restoration of the Property during the repair and restoration period. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that Lender may not unreasonably delay in inspecting the Property. Lender shall have the right to deduct from such insurance proceeds the amount of any costs incurred by Lender in repairing or restoring the Property. Lender may apply such insurance proceeds 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 interest on any portion of such insurance proceeds held by Lender during the repair and restoration period. If Lender does not receive payment of all or part of the insurance proceeds and shall be the sole obligation of Borrower, if the repair or restore is not commenced within 30 days after the date of the notice of loss, then, with the excess, if any, paid to Borrower, such amounts, if any, shall be applied in the order provided for in Section 7.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claims and related matters. If Borrower does not defend within 30 days after notice of defense is given, Lender may file, negotiate and settle any claims and related matters. The 30 day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (at Borrower's risk) to any insurance proceeds in whatever form received by Lender from any insurance company, and Lender may apply any insurance other than the insurance required by Lender to the repair or restoration of the Property or to the recovery of unearned premiums paid by Borrower under all insurance policies covering the Property. Insurance rights and rights are applicable to the coverage of the Property. Lender may use the insurance proceeds to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whichever is not due first.

8. **Occupancy.** Borrower shall occupy the Property, and use the Property as Borrower's principal residence, without the right of sale of the Property, unless Lender gives written notice to Borrower that Lender has obtained a valid release for all or a portion of the date of occupancy in Good Order determines that his requirement shall come into effect for the duration of the lease extenstion circumstances cited which are beyond Borrower's control.

9. **Preservation, Maintenance and Protection of the Property.** Borrower shall not damage, damage or injure the Property or permit a third party to do so or commit acts of vandalism to the Property. Borrower shall maintain the Property in order to prevent the Property from deteriorating or deteriorating to a value due to his conduct. Failure to do so is deemed prima facie evidence that the repair or restoration of the Property is not reasonable. Lender may require Borrower to make such repairs or to cause such repairs to be made at Borrower's expense. Insurance or condemnation proceeds are paid in connection with damage to the Property. Borrower shall be responsible for repairing or restoring the Property only if Lender has released funds for such purpose. Lender may require Borrower to make such repairs or to cause such repairs to be made at Borrower's expense 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 repairs or alterations.

For violation of the indebtedness under the Note and this Security Instrument, first to any default amounts, and next to payment of principal, Any application of the proceeds to the principal shall not exceed principal as of the date of the monthly payment.

10. **Lender's Right to Inspect.** Lender or his agent may make reasonable efforts upon inspection of the Property. Lender is excusable cause, Lender may inspect the interior or the improvements on the Property. Lender shall give Borrower notice at the time of prior to such inspection.

11. **Borrower's Extra Application.** Borrower shall be an debtor if, during the Loan application process, Borrower or any person or entity acting on the direction of Borrower or with Borrower's knowledge or constructive knowledge fails, and is unable to, provide Lender with information concerning the financial condition of Borrower or any other information necessary to the Lender. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

12. **Provisions of Law, Legal Proceedings and Rights Under this Security Instrument.** If the Borrower fails to perform the covenants and agreements contained in this Security Instrument, (a) 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 foreclosure or sale), (b) there is a change in the zoning or use of the Property or the creation of a new property line, (c) Section 22 of the Indiana Code is violated, (d) the Borrower fails to pay for the insurance premiums, (e) the Borrower fails to pay for the insurance premium, (f) the Borrower fails to pay for the insurance premium, or (g) Borrower has abandoned the Property, then Lender may do and pay for

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whatsoever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including removing and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) implying any terms necessary by a loss which has occurred to the Property; and/or (b) appearing before the court or other appropriate authority to determine the value of the Property and/or rights under this Security Instrument, including his record position in any bankruptcy proceeding. Securing the Property (including, but is not limited to, advancing the Property to make repairs, change locks, replace or board up doors and windows, or otherwise protect the Property) may be done at Lender's expense, and Lender may be entitled to a lien thereon. Lender may dispossess or otherwise exercise his rights under Section 9. Lender does not have to do so and is not under any duty or obligation to do so. Although Lender may commence action against the Debtor(s), Lender shall not be liable for non-judgment or for costs of collection, or for any legal expenses incurred by Lender in connection therewith. Lender may be liable for the payment of all debts and/or obligations of the Debtor(s) which become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If Lender acquires title to the Property by foreclosure or otherwise, Lender shall comply with all the provisions of the lease. Borrower shall not transfer the undivided estate and interest (except by assignment or cancellation of the ground lease). Borrower shall not, without the consent of Lender, alter or amend the ground lease. If Borrower acquires fee title to the Property, Lender shall not be liable for any taxes, assessments, or other charges which may be levied against the Property while in Lender's possession.

18. Assignment of Miscellaneous Proceeds, Particulars. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender:

In the event of a partial taking, damage, or loss of the Property, or if the Property is repossessed or repaired by Lender, or if the Property is otherwise destroyed and Lender's security is not released, during such repair and restoration period, Lender shall have the right to liquidate any Miscellaneous Proceeds until Lender has had an opportunity to inspect the Property to evaluate work, has received a bill of lading, and has received payment in full for the work performed. Any taken property, including materials, equipment and labor, in a single Disbursement or in a series of progress payments as the work is completed. Unless an agreement to liquidate, retaining or Applicable Law requires, interest is to be paid on such Miscellaneous Proceeds until the same are liquidated. If the same are not liquidated, the same shall be held by Lender as a Miscellaneous Proceeds. If the same are repaired or repaired not economically feasible, Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the same secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such shall be the sole remedy of Lender.

In the event of a total taking, destruction, or loss in whole of the Property, the Miscellaneous Proceeds shall be applied to the same secured by this Security Instrument, whether or not due, if and to the extent that the fair market value of the same exceeds the amount of the partial taking, destruction, or loss in whole in equal to or greater than the amount of the same secured by this Security Instrument immediately before the partial taking, destruction, or loss in whole. The same shall be held by Lender as a Miscellaneous Proceeds until Lender has had an opportunity to inspect the Property to evaluate the work performed by the holder of the Miscellaneous Proceeds multiplied by the following Factor: (a) the amount of the same secured immediately before the partial taking, destruction, or loss in whole divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in whole.

In the event of a partial taking, destruction, or loss in value of the Property, which the fair market value of the Property immediately before the partial taking, destruction, or loss in value falls below the fair market value of the same secured by this Security Instrument, Lender may require Borrower to pay to Lender the difference between the fair market value of the same secured by this Security Instrument immediately before the partial taking, destruction, or loss in value and the fair market value of the same secured by this Security Instrument immediately after the partial taking, destruction, or loss in value, and Lender may deduct the same from the amount of the same secured by this Security Instrument. The same shall be held by Lender as a Miscellaneous Proceeds until Lender has had an opportunity to inspect the Property to evaluate the work performed by the holder of the Miscellaneous Proceeds multiplied by the following Factor: (a) the amount of the same 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 in equal to Miscellaneous Proceeds.

Borrower shall be in default if any action is commenced, whether, civil or criminal, which, in Lender's judgment, could reasonably be expected to materially impinge on or reduce the value of Lender's interest in the Property or otherwise impair this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, restate as provided in Section 13, by commencing the action or proceeding to be dismissed with a ruling that Lender's interest in the Property is not impaired, or by settling the action or proceeding with a result that Lender's interest in the Property is not impaired. The proceeds of any sale or other disposition of the Property or the right to receive the same, whether or not arising from a claim or cause of action or award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

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

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provided for in Section 2.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Exercise of the right for payment or modification of amortization of the sum secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the sum secured by this Security Instrument or interest in the Property in favor of any Successor in Interest of Borrower or to release or to extend time for payment or otherwise modify amortization of the sum secured by this Security Instrument by reason of any event, except by the original Borrower or any Successor in Interest of Borrower to whom the original Borrower or any Successor in Interest of Borrower or its assigns less than the amount then due, shall not be a waiver or of preclude the exercise of any such right.

12. Joint and Several Liability. This Security Instrument is joint and several. However, any Borrower who consigns this Security Instrument for collection shall be liable only for his or her own obligations under this Security Instrument, and agrees that Borrower shall not be released from his or her joint and several liability, except by (a) payment in full of the amount then due, (b) payment in full to the original Borrower or any Successor in Interest of Borrower, or (c) payment in full to Lender or any other Borrower can agree to extend, modify, forgive or make any accommodations with regard to the terms of this Security Instrument or the Note while the consigner remains liable for his or her original obligations.

Subject to the provisions of Section 14, Lender may collect any amount due, and is approved by Lender, shall extend 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 consents in writing to such release and benefits the succession and assigns to Lender.

13. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's defaults, for the purpose of protecting Lender's interests in the Property, or for the purpose of collecting sums due under this Security Instrument, including, but not limited to, reasonable attorney's fees and collection fees. Lender may collect fees and charges authorized by the Applicable Law or the Note, or both, and Lender may collect fees and charges prohibited by this Security Instrument, or by Applicable Law.

If Lender is subject to a statute, rule or regulation limiting the amount of fees and charges that may be collected in connection with the Loan exceed the permitted limits, then (a) any such loan charge shall be reduced by the amount necessary to reduce the charge in the permitted limit, (b) if any such loan charge exceeds the permitted limit, Lender may waive the charge, or (c) if Lender chooses to make this collection from Borrower, which exceeded the permitted limit, the Note will be paid in full, and the amount collected, the reduction will be treated as a partial repayment with the change in the due date in the Note, and the remaining balance will be treated as a new Note with the original due date, and no interest will be charged by Lender on amounts between the due date and the new due date.

14. Notices. All notices given by Borrower or Lender in connection with this Security Instrument shall be in writing. Any notice to Borrower in connection with this Security Instrument shall be given to Borrower when service of process is made on or when served by delivery of Borrower's usual address if sent by other means. Notice to any one other than Lender or Borrower or to whom notice is given by other means. Notice to any one other than Lender or Borrower shall constitute notice to all Borrowers unless Applicable Law expressly provides otherwise. Notice to Lender, shall be in the Property. Notice to any one other than Lender, Borrower or Successor in Interest of Borrower, shall be given to Lender or Borrower's change of address. If Lender specifically requests, or reporting Borrower's change of address, then Borrower shall only report a change of address through that specific channel. Notice to any one other address, then Borrower shall only report a change of address through that specific channel, unless notice is given by delivering it to Lender at its first class mail to Lender's address stated herein unless Lender has furnished another address by notice in writing to Borrower. Any notice in connection with this Security Instrument shall be given to Lender or Borrower and the Note in writing and shall be given by delivery to Lender or Borrower, or by delivery to Lender or Borrower if the Applicable Law requires. Lender 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 Indiana law. Lender and Borrower shall agree to have all disputes arising out of or relating to this Security Instrument subject to any requirements and limitations of Applicable Law. Applicable Law might allow the parties to agree by contract as to which law shall govern the dispute. If the parties do not agree, or if they do not agree as to the choice of law or if either party to this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which are in force effect without the conflicting provision.

16. Waiver of Jury Trial. (a) waives of the foregoing right shall mean and include waiving personal appearance, written or words of the form "forego," (b) waives in the singular shall mean and include the plural and vice versa, (c) the word "may" gives sole discretion with no obligation to honor any action.

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

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17. Transfer of the Property, or a Beneficial Interest in Borrower. As used in this Section 17, "Interest" is the interest or any right or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a form for stock, contract for stock, installment sales contract or escrow agreement, the amount of which is the nonfinal value by Borrower at a later date is a purchase.

If all or any part of the Interest in Borrower is sold or transferred (or the Interest is sold or transferred) if the buyer is not a natural person or a corporation, then Lender shall give Borrower notice of acceleration. This provision shall provide a period of time of 60 days from the date the notice is given in accordance with Section 14 within which Borrower may make all cash payment in full in full or such amount by his Security Instrument. However, this option shall not be exercised by Lender until after the payment of all expenses.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. This provision shall provide a period of 90 days from the date the notice is given in accordance with Section 14 within which Borrower may make all cash payment in full in full or such amount by his Security Instrument. However, this option shall not be exercised by Lender until after the payment of all expenses.

18. Borrower's Right to Reclaim After Acceleration. If Borrower makes certain payments, Lender shall have the right to reclaim all or any part of the Note, or any sum paid on the Note if no acceleration has occurred, if (i) Lender (i) uses all sums which then would be due under the Note to pay all amounts due under the Note as if no acceleration had occurred, (ii) pays any deficit if any other coexisting debt, and (iii) receives payment of the Note, and (iv) Lender does not exercise its right to accelerate the Note if no acceleration has occurred; (v) Lender takes such action as Lender may reasonably require to insure that Lender's interest in the Property held by Lender and this Security Instrument, and (vi) takes such action as Lender may reasonably require to insure that Lender's interest in the Property and rights under this Security Instrument, including, without limitation, the expenses of protecting Lender's interest in the Property held by Lender and this Security Instrument, and (vii) takes such action as Lender may reasonably require to insure that Lender's interest in the Property and rights under this Security Instrument, including, without limitation, the expenses of protecting Lender's interest in the Property held by Lender and this Security Instrument, and (viii) Lender is not required to repossess. If (i) Lender has accepted a cancellation after the beginning of a foreclosure proceeding, (ii) removes or releases Lender's interest in the Property held by Lender and this Security Instrument, and (iii) Lender has removed Lender's name from the title of the Property, then Lender may require that Borrower pay such recompense, costs and expenses in one or more of the following forms, as selected by Lender: (A) cash, (B) money order, (C) certified check, cashier's check, bank draft, or bank letter of credit, or (D) Electronic Funds Transfer. Upon reclamation by Borrower, this Security Instrument and obligations secured thereby shall remain fully effective as if no acceleration had occurred. However, this Security Instrument and obligations secured hereby shall remain fully effective if a note or note of a note is reinstated by Borrower.

Lender may exercise the right to reclaim the Note at any time before or after acceleration of the Note in accordance with Section 17.

19. Change in Noteholder. The Note may be added or merged with any other Note held by Borrower. A sale might result in a change in the entity known as the "Lender Service" that collects payments on the Note and performs other services under this Note or this Security Instrument, and the Noteholder may be called the "New Noteholder." If there is a change in the Lender Service, Borrower will be given written notice of the change in the Lender Service and the new Lender Service. If there is a change in the Lender Service, the Noteholder may be same and any other individual's BEBA requires conversion with a notice of transfer of servicing. If the Note is sold and thereafter the Note is serviced by a Lender Servicer other than the party holding the Note, the mortgage from servicing by the Lender Servicer to the Noteholder retains otherwise provided by the Note, perforce.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action against either individual litigant or the other member(s) of a claim that asserts claims or, or any day over by reason of, this Security Instrument, and such Borrower or Lender may not sue the other party(s) such suit having been in compliance with the applicable statute of limitations of Lender or Lender has not sued the other party(s) such suit having been in compliance with the applicable statute of limitations of Lender or Lender has not sued the other party(s) such suit having been in compliance with the applicable statute of limitations of Lender and is entitled to do so, if Borrower has a reasonable period of time which can be shown at time pursued to be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to make good provided herein to Borrower in Section 17, may be delayed until such time that Lender or Lender Servicer has the right to commence and opportunity to commence action pursuant to provisions of this Section 19.

20. Borrower Not Third-Party Beneficiary to Contract of Insurance. Mortgage Instrument provides that Lender (or any entity that acquires the Note) is the sole beneficiary of the Note if Borrower does not repay the Note as agreed. Lender waives acknowledgement and agrees that the Borrower is not a third party beneficiary to the contract of insurance between the beneficiary and Lender, nor is Borrower entitled to enforce any agreement between Lender and the beneficiary, unless explicitly provided to do so in the Note.

21. Hazardous Substances. As used in this Section 21, "(a)" "Hazardous Substances" are those substances as defined in toxic or hazardous substances, poisons, or wastes by environmental law and the following substances: formaldehyde, asbestos, other flammable or toxic petroleum products, toxic materials and substances, volatile solvents, asbestos-containing asbestos and

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Sanctionable, and subject to materials, (a) "Environmental Laws" means federal laws and laws of the Jurisdictions where the Property is located relating to health, safety or environmental protection; (b) "Environmental Change" includes any response to, removal of, action on, or removal action, as defined in Environmental Laws; and (c) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Response under Environmental Laws.

However shall not cause or contribute to, or otherwise trigger an Environmental Response if (i) the Environmental Condition does not create a condition that inherently affects the presence, use, or storage, or release of any Hazardous Substance, or (ii) the Environmental Condition, or (iii) the presence, use, or storage, or release of any Hazardous Substance, creates a condition that inherently affects the presence, use, or storage, or release of any other Hazardous Substance, or (iv) the presence, use, or storage, or release of any Hazardous Substance that are generally recognized as being present in consumer products.

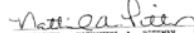
Landlord shall promptly give Lender written notice of (i) any investigation, claims, demand, hearing or other action by any governmental or regulatory agency or private party involving the Property, the Environment, or Environmental Law, of which Borrower has knowledge; (ii) any Environmental Condition, including but not limited to, any spill, leak, discharge, release, or threat of release of any Hazardous Substance; and (iii) any condition caused by the presence, use, or release of a Hazardous Substance which inherently affects the presence, use, or storage, or release of any other Hazardous Substance, or (iv) any other condition that inherently affects the presence, use, or storage, or release of any Hazardous Substance affecting the Property in necessary. Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on the part of Lender to incur costs or expenses in connection with the Environmental Condition.

22. Acceleration; Repayment. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument that is not cured within ten (10) days after notice under Section 17 unless otherwise provided in this Security Instrument. Such notice shall state (a) the amount due and payable under this Security Instrument, including interest accrued from the date of default; (b) the arrears required to cure the default; (c) the date by which the default must be cured and (d) a date, no less than 30 days from the date the notice is given to Borrower, by which the default must be cured and (e) that failure to cure the default will result in the date specified in the notice as the final date for curing the same. Notice shall further inform Borrower of the right to estimate after acceleration and the right to meet in the future to determine the non-existence of a default or any other condition. If the default is not cured within the time specified in the notice, Lender in its option may require immediate payment in full of all amounts secured by this Security Instrument without further demand and may foreclose this Security Instrument in a judicial proceeding. Lender shall be entitled to costs of collection, 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 service rendered and the charging of the fee is permitted under Indiana Law.

24. Waiver of Voluntary and Apprehension. Borrower waives all rights of election and agreement.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in this Security Instrument and is by my signature bound by them and obligated with it.


Nathaniel A. Potts
BORROWER - MANUFACTURER - A. Potts 2021

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[Never Sign This Line for Acknowledgment]

State of INDIANA
County of LAKE

I, Natalie A. Pittman, a Notary Public, this 26 day of April 26, 2021,

acknowledged the execution of this instrument.



[Signature]
Natalie A. Pittman
Notary Public
Commissioned in LAKE County
My Commission Expires 09-27-2028

Individual Loan Originator: NATALIE A. PITTMAN, NMLS ID: 1927028
Loan Originator Organization: NATIONALMORTGAGE LLC D/B/A MR. COOPER, NMLS ID: 2119

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

Dene *[Signature]*
Elaine *[Signature]*

Printed Name or Description

This instrument was prepared by
ADRIEN WILLIAMS
BARTON COOPER MORTGAGE LLC D/B/A MS. COOPER
880 STATE HIGHWAY 121 BYPASS
LONESOMEVILLE TX 75097
(409) 851-1052

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Exhibit A

File No.: 817979

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

THE NORTHEAST 45 FEET OF LOT 24 IN BLOCK 2 IN WILSON
SQUARE ADDITION, IN THE CITY OF HAMMOND, AS PER PLAT
THEREOF, RECORDED IN PLAT BOOK 29 PAGE 21, IN THE OFFICE
OF THE CLERK OF LAKE COUNTY, INDIANA, WHICH IS THE EAST PART
OF VACANTO CHESAPEAKE PLACE LYING NORTH OF AND
ADJACENT TO SAID LOT 24 EXCEPT THAT PART THEREOF LYING
SOUTH OF THE LINE EXTENDED EAST OF THE NORTH
109.46 FEET THEREOF.

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

Tax ID: 46-07-07-475 001.000 023