

LAKE COUNTY INDIANA, 2021-507250, P 1

2021-507250  
05/04/2021 02:13PM  
Total Fees: \$5.00  
By: TS  
Gina Pimentel  
Page #: 13  
STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD  
GINA PIMENTEL  
RECORDER

Return To:  
Maple Closing Services, LLC  
4270 Custer Road, Suite 500  
Millsboro, PA 19366  
(877) 505-5629 962944

(print Above This Line For Recording Only)

MORTGAGE

INSTRUMENT  
Loan # 0428249058  
MIS: 000702044496313  
MERS Phone: 1-888-478-4277  
MIS: 46-06-02-005-918-550-923

DEFINITIONS

Words used in multiple sections of this document are defined below, and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Circled notes regarding the usage of words on this document are also provided in Section 16.

- (A) "Security Instrument" means this document, which is dated **APRIL 26, 2021**, together with all Riders to this document.
- (B) "Borrower" is **EDDIE SACHED**, 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 2078, Free, NJ 08501-2078 and a street address of 1901 E Voorhees Street, Suite C, Dover, IL 61831. The MERS telephone number is (888) 679-MERS.
- (D) "Lender" is **NAZIONSTAR MORTGAGE LLC D/B/A MR. COOPER**, Lender in a **LIMITED LIABILITY COMPANY** organized and existing under the laws of **DELAWARE**. Lender's address is **3950 CYPRESS WATERS BLVD., DALLAS, TX 75219**.
- (E) "Note" means the promissory note signed by Borrower and dated **APRIL 26, 2021**. The Note states that Borrower owes Lender **SEVENTY-NINE THOUSAND FOUR HUNDRED FIFTY AND 00/100 DOLLARS (\$79,450.00)** plus interest. Borrower has permitted to pay this debt in regular Periodic Payments and to pay the balance in full not later than **MAY 1, 2036**.
- (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, any prepayment charges and late charges that under the Note, and all items due under this Security Instrument, plus interest.



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

- Adjustable Rate Rider
- Balloon Rider
- Family Rider
- Construction Rider
- Planned Unit Development Rider
- Other(s) (specify)
- Second Home Rider
- Biweekly Payment Rider

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

(D) "Consumer Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges for an applicable association or other organization.

(E) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft or similar paper instrument, which is initiated through an electronic transfer, telephone instrument, computer or magnetic tape as to its origin, and which is a financial institution to debit or credit an account. Such term includes, but is not limited to, point-to-point transfers, automatic clearing house transactions, transfers initiated by telephone, wire transfers, and automated clearing house transfers.

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

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

(H) "Mortgage Insurance" means any insurance policy covering Lender against the nonpayment of, or default on, the Loan.

(I) "Variable Payment" means the (i) scheduled amount due for (ii) principal and interest under the Note, plus (iii) any amounts under Section 3 of this Security Instrument.

(J) "RESPA" means the Real Estate Settlement Procedures Act (11 U.S.C. §3601 et seq.) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as amended or to be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. Except in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

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

**TRANSFER OF RIGHTS IN THE PROPERTY**

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

**SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "A".**  
which currently has the address of 334 LOCUST ST, BANNING, Indiana 46324 (Borrower's address).

TOGETHER WITH all the improvements now or hereafter erected on the property, and all attachments, appurtenances, and fixtures now or hereafter a part of the property, all replacements and additions shall here be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property". Borrower understands and agrees that MERS holds only legal title to the interest granted by Borrower in this Security Instrument, but (i) obligates, jointly or solely with her or its co-trustee, MERS its successor the Lender and Lender's successors and assigns) has the right to collect any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and (ii) may act in full compliance with Lender's instructions, but not limited to, enforcing and enforcing this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record (including any agreements and will be freed generally the title to the Property against all claims and demands, subject to any encumbrances of record.

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02/28/2015

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 consent and agree as follows:

**1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.** Borrower shall pay to the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for taxes, assessments and insurance as provided in Section 3. Payments due under this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment of the Note as this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such Funds Transfer is drawn upon an institution whose deposits are insured by a federal agency, insurability, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may accept any payment or partial payment if the payment or partial payment is insufficient to bring the Loan current. Lender may accept any payment or partial payment (including late fees) to bring the Loan current, without waiver of any rights hereunder or prejudice to any payments or partial payments thereafter, but Lender is not obligated to apply such payments at the time or in the order to reflect such payment or partial payment. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay time such payments are applied. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay time such payments are applied. If Borrower does not do so within a reasonable period of time, Lender shall either apply such Funds or return them to Borrower, if issued on unexpired funds. Lender may hold such unapplied Funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such Funds or return them to Borrower, if issued on unexpired funds, such Funds shall be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No effort or claim shall be asserted by Lender against Lender that reflects the source from making payments due under the Note and this Security Instrument or performing the covenants and agreements herein by this Security Instrument.

**2. Application of Payments or Prepayments.** Payment as otherwise described in this Section 2. All payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it becomes due. Any remaining amounts shall be applied first to payments, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply one payment received to the payment of the Periodic Payment if, and to the extent that, such payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charge due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in this Section.

Any application of payments, insurance proceeds, or MacGrath Proceeds to principal due under the Note shall not extend to prepay the late fee, or charge the amount, of the Periodic Payment.

**3. Funds for Escrow Items.** Borrower shall pay to Lender on the day that the Property is placed under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for (a) taxes and assessments and other items which can attach priority over this Security Instrument as a lien or encumbrance on the Property; (b) household personal property mortgage interest prepayments, if any; or (c) premiums for one and all insurance required by applicable state Section 1, and any or any items payable by Borrower to Lender's right of payment of Mortgage Insurance prepayments in accordance with the provisions of Section 15. These items are referred to as "escrow items." All escrow items shall be received by Borrower, and such data, fees and assessments shall be as received from Borrower. Borrower shall pay to Lender all such escrow items to be paid under this Section. Borrower shall pay Lender the Funds for escrow items from the time that Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may not be in writing. In the event of such waiver, Borrower shall by direct debit, when and where payable, the amounts due for any Escrow Items for the term of the Note. Lender shall, if Lender requires, shall furnish to Lender receipts evidencing such payment of Funds has been waived by Lender. Lender shall, if Lender requires, shall furnish to Lender receipts evidencing such payment of Funds has been waived by Lender. Lender's obligation to make such payments shall be provided responsibility for such time period as Lender may require. Borrower's obligation to make such payments shall be provided responsibility for such time period as Lender may require. If Borrower is obligated to pay Escrow Items directly pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount of

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Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may re-advance the advance as to any or all Escrow Items at any time to a notice given in accordance with Section 11 and, upon such re-advance, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 11.

Lender may, at any time, collect and hold Funds in no amount (i) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (ii) not to exceed the maximum amount a Lender can require under RESPA. Lender shall account the amount of Funds but on the basis of current data and reasonable estimates of expenditures of future Escrow Items and otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, state-mutually or entity (including Lender), if Lender is an institution whose deposits are so insured or in any Federal Reserve Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, monthly servicing the escrow account, or servicing the escrow items, unless Lender pays (beyond interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any amount or interest on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give Borrower, on a regular basis, a written accounting of the Funds as required by RESPA.

If Lender's application of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds if accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, begin no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all amounts owed by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

**4. Charges, Loan, Borrower shall pay all taxes, assessments, charges, fees, and impositions attributable to the Property which are assessed against the Property, Insurance, scheduled payments to general liens on the Property, of fire, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are escrow items, Borrower shall pay them in the manner provided in Section 9.**

Borrower shall promptly discharge all liens which has priority over this Security Instrument unless Borrower (a) agrees in writing to the payment of the obligation secured by this Security Instrument, scheduled payments to general liens on the Property, of fire, and Community Association Dues, Fees, and Assessments, if any, to the extent that these items are escrow items, Borrower shall pay them in the manner provided in Section 9; (b) consents the legal judgment by, or defends against enforcement of the lien in legal proceedings which in Lender's opinion appears to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; (c) receives from the holder of the lien an agreement satisfactory to Lender and releasing the lien to this Security Instrument. If these conditions are not met, this Security Instrument is subject to a lien which can attach prior to over this Security Instrument. Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien of obligation or more of the amount set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real time loan verification and/or reporting service used by Lender in connection with this Loan.

**5. Property Insurance.** Borrower shall keep the improvements (not including other things located on the Property) insured against loss by fire, lightning and theft within the term "extended coverage," and include other losses including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductibles levels) and not the periods that Lender requires. What Lender requires pursuant to the preceding sentences may 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 unilaterally. Lender may require Borrower to pay, in connection with this Loan, either (a) a one-time charge for flood zone determination, certification and tracking services or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time re-insurance or similar coverage occurs which reasonably might effect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverage described above, Lender may obtain insurance coverage at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower. Borrower's equity in the Property, or the contents of the Property, against any risk, named or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall be covered

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Additional date of Borrower received by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender are renewable and such policies shall be subject to Lender's right to discontinue such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss and make payment by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether from the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the repair or repair is economically feasible and Lender's security is not impaired. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repair and restoration in a single payment or in a series of progress payments on the work as completed. Until an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Even for public utilities, or other third parties, if Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be impaired, the insurance proceeds shall be applied to the same extent by this Security Instrument, whether or not they do, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and defend matters. If Borrower does not defend within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and defend the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 7, or otherwise, insurance benefits payable to Lender (a) Borrower's right to any insurance proceeds in an event not covered by the amounts insured under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to the proceeds) of insurance proceeds paid by Borrower under all insurance policies covering the Property, (under as such) shall be applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or in payments agreed under the Note or this Security Instrument, whether or not they do.

6. **Occupancy.** Borrower shall occupy, establish and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. **Preservation, Maintenance and Protection of the Property.** Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or remain worthless, the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the depreciation, deterioration or decreasing in value due to the condition, unless it is a determined pursuant to Section 5 that repair or restoration is not economically feasible. Borrower shall promptly repair the Property if damaged to avoid further depreciation or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has retained proceeds for such purposes. Lending proceeds for the repair and restoration in a single payment or in a series of progress payments on the work as completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has a reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice of the right to enter to such an extent as to inspect specific and reasonable cause.

8. **Borrower's Loan Application.** Borrower shall be in default if, during the Loan application process, Borrower or any person or entity acting at the direction of Borrower or with Borrower's knowledge or consent gives intentionally, misleading, or inaccurate information or statements to Lender or failed to provide Lender with material information in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. **Protection of Lender's Interest in the Property and Rights Under this Security Instrument.** If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in

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bankruptcy, public, for condemnation or forfeiture, for enforcement of a lien which may attach prior to the Security Instrument, or to enforce laws or regulations; or (c) Borrower has abandoned the Property, then Lender may do and do so for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or requiring the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorney's fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, enclosing the Property in order repairs, change locks, replace or board up doors and windows, clear water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, ~~with~~ by Lender to Borrower repaying payment.

If the Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. Borrower shall not include the leasedhold status and interests herein conveyed or terminate or cancel the ground lease. Borrower shall not, without the express written consent of Lender, alter or amend the ground lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to its merger in writing.

**18. Mortgage Insurance.** If Lender requires Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage of substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If an alternate mortgage insurer's Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loan reserve in lieu of Mortgage Insurance. Such loan reserve shall be non-refundable, non-chargeable to the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any amount or amount of such loan reserve. Lender can no longer require loan reserve payments of Mortgage Insurance coverage (in the amount due for the mortgage) that Lender requires paid-by an insurer selected by Lender, again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender requires Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loan reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section modifies Borrower's obligations to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender for any debt that ~~is~~ for certain losses in any event if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force throughout time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are ancillary to the mortgage insurance and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insured by mortgage, or the entity, or any affiliate of any of the foregoing, may receive directly or indirectly amounts that derive from (or might be attributed as a portion of) Borrower's payments the Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premium paid to the insurer, the arrangement is often termed "captive insurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not enable Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to obtain certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance

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terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were assumed at the time of such cancellation or termination.

**11. Assignment of Miscellaneous Proceeds; Forfeitures.** All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not impaired. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to figure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and/or expenditures in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be impaired, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not first due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a 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 immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds allocated by the following factors: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value, divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the same are then due.

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

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 rights under this Security Instrument. Borrower can cure such a default and, if successful, be compensated, vicariously as provided in Section 14, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

**12. Borrower Not Released; Forbearance By Lender Not a Waiver.** EXTENSION OF TIME FOR PAYMENT OR modification or amendment of the sums secured by this Security Instrument granted by Lender to Borrower after Borrower is in breach of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successors in Interest of Borrower or to refrain or curtail now or hereafter or otherwise modify enforcement of the sums secured by this Security Instrument by means of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right is hereby including, without limitation, Lender's acceptance of payments from third persons, creditors or Successors of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the enforcement of any right originally

**13. Joint and Several Liability; Co-Signers; Successors and Assigns Bound.** Borrower covenants and obligates that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer") (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated by the terms

secured by this Security Instrument; and (c) agree that Lender and any other Borrower can agree to extend, modify, substitute or make any accommodations with respect to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and as approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

**14. Loan Charges.** Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorney's fees, property inspection and valuation fees. It is agreed by any other fees, the absence of express authority to add Security Instruments to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fees. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which mandates loan charges, and that law is finally interpreted so that the interest, or other fees (including collection or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for in the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such refunding.

**15. Notices.** All notices given by Borrower to Lender in connection with this Security Instrument must be in writing. Any notice to Borrower is sufficient with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or which actually delivered to Borrower's notice address if sent by other means. Notices to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

**16. Governing Law, Severability, Rules of Construction.** This Security Instrument shall be governed by Federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree to contract in a state that is not the state in which the Property is located. If the law of the state chosen by the parties to agree to contract in, in the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include the female and vice versa; and (b) the word "any" given one discretion without any obligation to take any action.

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

**18. Transfer of the Property or a Beneficial Interest in Borrower.** As used in Section 18, "Borrower" in the Property means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the title of which in the transfer of title by Borrower or a third party to a purchaser.

If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender shall require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 10 days from the date the notice is given in accordance with Section 15 within which Borrower must pay a sum secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may



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include any remedies provided for in this Security Instrument without further notice as demanded by Borrower.

**10. Borrower's Right to Revoke After Acceleration.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of (a) five days before end of the Property payment to Section 22 of this Security Instrument; (b) each anniversary as Applicable Law might require for the termination of Borrower's right to renege; or (c) entry of a judgment enforcing this Security Instrument. These conditions are the Borrower (a) pays Lender all sums which there would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenant or agreement; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation charges, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to ensure that Lender's interest in the Property and legal rights under this Security Instrument, and Borrower's obligations to pay the sums secured by this Security Instrument, shall not be discharged or impaired. Lender may require that Borrower pay such reimbursement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check; bank check; issuer's check or author's check, provided that such check is drawn upon an institution whose deposits are insured by a federal agency, internationally or entity; or (d) Treasury Cash Transfer. Upon satisfaction by Borrower, this Security Instrument and obligations secured hereby shall become fully effective as if no acceleration had occurred. However, this right to renege shall not apply in the case of acceleration under Article 15.

**20. Note of Change of Lender Service; Notice of Cancellation.** The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity known as the Lender Service/TX that collects Periodic Payments due under the Note and this Security Instrument and performs other servicer, loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Lender Service provided by the Lender Service. If there is a change of the Lender Service, Borrower will be given written notice of the change which will state the name and address of the new Lender Service. The address to which payments should be made and any other information REPSA requires its covenant with a notice of transfer of servicing. If the Note is sold and assigned to the Lender as serviced by a Lender Service other than the purchaser of the Note, the mortgage loan servicing obligation to Borrower will remain with the Lender Service or be transferred to a successor Lender Service and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence an action, or be joined to any judicial action (or other an individual litigant or the member of a class that arises from the obligor's assignment to this Security Instrument or that alleges that the other party has breached any provision of, or any other covenant or obligation of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given if compliance with the requirements of Section 15) of such alleged breach and afforded the other party a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which may change before any action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration shall opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

**11. Hazardous Substances.** As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law; (b) "Environmental Law" means all federal, state, and local laws and regulations relating to the following substances: gasoline, kerosene, other petroleum or toxic petroleum products, toxic petroleum and hydrocarbon, volatile organic compounds, materials containing asbestos or asbestos-like, and radioactive materials; (c) "Environmental Law" means federal, state and local laws, the jurisdiction where the Property is located that relate to health, safety, or environmental protection; (d) "Investigative Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (e) "Investigative Cleanup" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall, however, not allow anything to be done, whether affecting the Property (a) that is in violation of any Environmental Law, (b) which causes or contributes to the presence, use, or release of any Hazardous Substances, or (c) which, due to the presence, use, or release of a Hazardous Substance, causes a significant liability, whether affecting the Property (including, but not limited to, hazardous substances in customer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substances or Environmental Law of which Borrower has actual knowledge; (b) any Environmental Conditions, including but not limited to, any spill, leaking, discharge, release or threat of release of any Hazardous Substance; and (c) any condition caused by the presence, use, or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower loans, or is notified by any

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governmental or regulatory authority, or any private party, that any occurred or other remediation of any Hazardous Substance affecting the Property is necessary. Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

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

22. Acceleration. Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) if applicable, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further advise Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to 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 evidence.

23. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and liquidation of the fee is permitted under Applicable Law.

24. Waiver of Valuation and Appraisal. Borrower waives all right of valuation and appraisal.

BY SIGNING BELOW, Borrower hereby agrees and agrees to the terms and covenants contained in this Security Instrument and in any file executed by Borrower and recorded with it.

*Pedro Pacheco*  
Borrower - PEDRO PACHECO

(Place Below This Line For Acknowledgment)

STATE OF ARIZONA

COUNTY OF LAKE

Before me, a notary public, this 21st day of April 2022

*Pedro Pacheco*  
acknowledged the execution of this instrument.



*Brett S. Baskin*  
Notary Public

Commissioned in LAKE County

My Commission Expires 4/3/2023

# NOT AN OFFICIAL DOCUMENT

LAKE COUNTY INDEAN, 2011-567250, P 11

04034550

EXCUTED AND DELIVERED in my presence:

Individual Loan Originator: KEVIN AVERY, NMLS ID: 1291960  
Loan Originator Organization: NATJOBSTAR MORTGAGE LLC D/B/A MR. COOPER, NMLS ID: 2119

Property of Lake County Recorder

# NOT AN OFFICIAL DOCUMENT

LAKE COUNTY INDIANA, 2011-567250, P 12

642646651

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

  
Signature of Declarant  
  
Printed Name of Declarant

This instrument was prepared by:  
FABIAN SANTIILLAN  
NATIONSTAR MORTGAGE, LLC, P/O/A MR. COOPER  
800 STATE HIGHWAY 121 STEFANS  
LEWISVILLE, IN 46047  
(572) 834-1884

Property of Lake County Recorder

LAKE COUNTY INDIANA, 2012-547250, P 13

**Exhibit A**

File No. 002984

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

Lot 9 and the East half of Lot 10, Block 1, South Hammond Subdivision, in the City of Hammond, IN, as shown in Plat Book 2, Page 36, in Lake County, Indiana.

Being the same property as conveyed from Brian James Kurmienski and Lisa Antoinette Kazniak to Pedro Pacheco, as set forth in Deed Instrument # 2008-467622, dated 7/17/2006, recorded 7/19/2006, and corrected/re-recorded in Deed Instrument # 2007-059154, dated 7/12/2006, recorded 8/21/2007, Lake County, Indiana.

Tax ID: 45-06-12-255-009-000-023

Property of LAKE County Recorder