

GINA PIMENTEL RECORDER STATE OF INDIANA LAKE COUNTY FILED FOR RECORD

2021-045176

2021 Jul 2

9:13 AM

When recorded, return to: Union Home Mortgage Corp. Attn: Final Document Department 8241 Dow Circle W Strongsville, OH 44136

Escrow No.: 21-26408 LOAN #: 734262

MORTGAGE MIN 1000745-0000797535-0

MERS PHONE #: 1-888-679-6377

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

(A) "Security Instrument," means this document, which is dated June 17, 2021, together with all Riders to this document.

(B) "Borrower" is NATHAN MARK PRESS AND NATALIE MUSKIN-PRESS, HUSBAND AND WIFE.

417/2021

\* Harold

26408 NORTHWEST INDIANA TITLE 162 WASHINGTON STREET LOWELL, IN 46356 219-696-0100

ver is the mortgagor under this Security Instrument, borrower is use mortgagor under fins Segurny 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 has mailing address of P.O. Box 2026, Flint, MI 48501-2026 and a street address of 1901 E. Voohnees Silvet, Suite C, Danville, IL 61834. MERS telephone number is (888) 679-MERS.

(D) "Lender" is Union Home Mortgage Corp.

Lender is a Corporation, Strongsville, OH 44136.

organized and existing under the laws of diress is 8241 Dow Circle W,

Ellie Mae. Inc. Page 1 of 10

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AMOUNT CASH.

CHECK # ... OVERAGE\_

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# NT

10	T AN OF	FICIAL	DOCUME
	(E) "Note" means the promissory note states that Borrower owes Lender TWG	signed by Borrower and dated Jur	LOAN #: 734262 ne 17, 2021. The Note
	plus interest. Borrower has promised to	+ * * * * * * * * * * * * * * * * * * *	SAND SEVEN HUNDRED FIFTY AND  * * * Dollars (U.S. \$243,750.00 ) hents and to pay the debt in full not later than
	the Note, and all sums due under this S (H) "Riders" means all Riders to this S be executed by Borrower [check box as  Adjustable Rate Rider  Balloon Rider	ecurity Instrument, plus interest. Security Instrument that are execute	ing "Transfer of Rights in the Property." yment charges and late charges due under d by Borrower. Th following Riders are to Geocomb Home Rider Other(s) [specify]
	(I) "Applicable Law" means all contradministrative rules and orders (that ha ions.	olling applicable federal, state and ve the effect of law) as well as all ap	ocal statutes, regulations, ordinances and plicable final, non-appealable judicial opin-
			dues, fees, assessments and other charges n, homeowners association or similar orga-
	(K) "Electronic Funds Transfer" mea similar paper instrument, which is initiat tape so as to order, instruct, or authorize	ed through an electronic terminal, te a financial institution to debit or cred ated teller machine transactions, trai	a transaction originated by check, draft, or ephonic instrument, computer, or magnetic it an account. Such term includes, but is not nsfers initiated by telephone, wire transfers,
	(L) "Escrow Items" means those item (M) "Miscellaneous Proceeds" means party (other than insurance proceeds pa of, the Property; (ii) condemnation or of tion; or (iv) misrepresentations of, or or	s that are described in Section 3. any compensation, settlement, awai id under the coverages described in her taking of all or any part of the Pro- lissions as to, the value and/or cond	rd of damages, or proceeds paid by any third Section 5) for: (i) damage to, or destruction perty; (iii) conveyance in lieu of condemna- ition of the Property.
	(O) "Periodic Payment" means the re (ii) any amounts under Section 3 of this (P) "RESPA" means the Real Estate S latin, Regulation X (12 C.F.R. Part 102 legislation or regulation that governs the requirements and restrictions that are in not qualify as a "federally related mortg.	gularly scheduled amount due for (i) \$ecurity Instrument. ettlement Procedures Act (12 U.S.C 4), as they might be amended from \$ame subject matter. As used in thi inposed in regard to a "federally reliage loan" under RESPA. are" means any party that has taken ti	in onpayment of, or default on, the Loan, principal and interest under the Note, plus §2601 et seq.) and its implementing regu- time to time, or any additional or successor security instrument, "RESPA" refers to all ated mortgage loan" even if the Loan does tle to the Property, whether or not that party trument.
	TRANSFER OF RIGHTS IN THE PROF This Security Instrument secures to Lend of the Note; and (ii) the performance of Bo For this purpose, Borrower does hereby	DERTY Jer. (i) the repayment of the Loan, and prower's covenants and agreements mortgage, grant and convey to MERS occessors and assigns of MERS the Type of Recording Jurisdiction) of L	d all renewals, extensions and modifications under this Security instrument and the Note. (solely as nominee for Lender and Lender's following described property located in the ake
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			Po
	which currently has the address of 114 Indiana 46307 (*Prope	### ### ##############################	[Street] [City]
	[Zip Code]	ny nadiosa j.	70
	and fixtures now or hereafter a part of th	ents now or nereafter erected on the p e property. All replacements and add	roperty, and all easements, appurtenances, itions shall also be covered by this Security the "Property." Borrower understands and
	INDIANA-Single Family-Fannie Mae/Freddie M Ellie Mae, Inc.	ac UNIFORM INSTRUMENT Form 3015 1/0 Page 2 of 10	INEDEED 1016
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agrees that MERS holds only legal title is the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or crustom, MERS (als nomines for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Bidrower is lawfully select of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is uncountered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

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

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

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the detel evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, If any charder or other instrument received by Lender as payment under the Note of this Security Instrument is returned to Lender unpaid, Lender may require all any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the real any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentally, or entity, or (6) Escronis 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 Saction 15. Lender may return any payment or partial payment if the payment or partial payment if the payment or partial payment of partial payment or partial payment or partial payment or partial payment is sufficient to bring the Loan current, without water of any rights hereunder or prejudice to its rights to reture such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted if each Periodic Payment is applied as of its scheduled due date, their Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower nesses and to so within a reasonable period of time, Lender shall either applysish thords or return them to Borrower, If not applied senties, such funds will be applied to the outstanding principal bathers under the Note immediately print to foreclosure. No offset or claim with Borrower might have now or in the future signainst, Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing file powemants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted an applied by Linger's shall be applied in the following order of priority; (a) interest due under the Note; (b) priorical due under the Note; (b) priorical due under the Note; (b) priorical due under Section 3. Such payments shall be applied for to late charges, 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 Bicrower 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 outstagating, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments of the supplied to the title payment and the late charge. If the payment is applied to the full payment of one rome Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note. Any application of payments, in surarizer proceeds or Miscolalenous pricoded to principal due under the Note shall

the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due, Voluntary propayments shall be applied first to any prepayment charges and then as described in the Note. Any application of payments, insuranza proceeds, or Miscellaneous Procedes to principal due under the Note shall be applied to the process of the payments. As a process of the process of the payments are due under the Note is an experiment of the Note is paid in full, a sum (the "Funds") to growled for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security instiguent as a lein or encumbrance on the Property. (b) lease-hold payments or ground rents on the Property; if any; (c) premiums for any and all insurance required by Lender under and other items which can attain priority over this Security instiguent as a lein or encumbrance on the Property. (b) lease-hold payments or ground rents on the Property; if any; (c) premiums for any and all insurance required by Lender under security of the payment of Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lice of the payment of Mortgage Insurance premiums, and any or any sums payable by Borrower be Lender in lice of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow litems." At origination or at any time during the term of the Loant\_Lender may require that Section. Borrower shall pay and the prompty times by Lender and clinics of amounts to be paid under the Section. Borrower shall pay such waver many only be in writing. In the event of stuck havier, Borrower shall gray such waver many only be in writing. In the event of stuck havier, Borrower shall gray such waver and pay diversely, when and where payable, the amounts due for any Escrow lems for which payment of Funds has been waved by Lender and, if Lender requires a such waver. Borrower shall gray to Lender require such asc

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) hot be exceed the maximum amount all ender can require under RESPA—Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow literary or Otherwise in accordance with Analicable Law.

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The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentally, or entity (including Lender, It Lender is an institution whose deposits are so insured) or in any Federal Home Lona 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, analyzing the sectiow account, or verifying the Escrow Items, unless Lender pays Borrower interest or 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 Interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest to the Funds. Lender shall be funds. Lender shall not say that the Punds. Lender shall not say that the Punds. Lender shall not say that the Punds. Lender shall not say that the Punds Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

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

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

Funds held by Lender.

4. Charges; Liens, Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Flees, and Assessments, if any, 10 the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower. (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good failth by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to preven the enforcement of the lien an agreement start of the lien while those proceedings are pending, but only until such proceedings are concluded, or (c) secures from the holder of the lien an agreement start such charges are accordinating the left to this Security instrument. If Lender determines that any part of the Property substitute the lender start of the start on which that notice is given, Borrower shall satisfy the lien or take one or more of the action of the lender start of the above in this Section 4.

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

5. [Prüperty Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insurance. Borrower shall keep the improvements now existing or hereafter including, but not limited to, dearthquakes and floods, few which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires unusuant to the preceding sententings can change during the term of the Loan. The insurance carrier providing the insurance shall be preceding sententings can change during the term of the Loan. The insurance carrier providing the insurance shall be considered to the insurance shall be considered to the insurance shall be considered to the insurance shall be maintained in t

The provisor falls to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender, option and Borrower's expense. Lender is undig in no obligation to purchase any particular type or amount of coverage Therefore, such coverage shall cover Lender, but injust or might not protect Borrower. Borrower's equity in the Property, against any risk, largard 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 second the cost of insurance that Borrower could have obtained. Any amounts disturbed by Lender under this Section 5 shall become additional dobt of Borrower secured by this Sectin's 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.

Instruction publicas required by Lender and renewals of such pillipies shall be subject to Lender's right to disapprove such policies, shall include a standard miortage clause, and shall instruct period provided in the subject to the provided provided by the prov

In the event of loss. Borrower shall give prompt notice to the insurance captific and Lender Lender may make proof of loss if not made groundly be growner. Utilises Lender and Borrower otherwise agrees in living, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to festpration or repair of the Property, it he restoration or repair is concominately featable and Lender's security is not lessened. Diumitgrauch repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had in a popuratiny to inspect such Property to resume the work has been completed to Lender's sectified; nor provided that such insignificing shall be undertaken promptly. Lender may dishurse proceeds for the repairs and restoration in a single payment or line series of progress payments as the work is completed. There is an agreement is made in writing or Applicable Law requires impress to be paid on of the provided states of the provided states that the provided states the provided states that the provided states that the provided states that the provided states the provided states that the provided states the provided states that the p

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If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related maters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. 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 (a) Borrower's rights to any insurance probesets in an amount not to exceed the amounts unpaid under the Note of this borrower's rights to expend the property of the section of the property of the property Lender all business political coverage that the property Lender all learnance political coverage the Property Lender all learnance political coverage the Property Lender all learnance political coverage that the property Lender the Note or this Security Insurance, and the property Lender the Property of the Property Lender all learnance political coverage that the property Lender the Property of the Property Lender the Note or this Security Insurance, which the Property Control of the Property of the Property Lender may use the Insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Insurance, when the Property insurance and the Property or to pay amounts unpaid under the Note or this Security Insurance, when the Property insurance proceeds either to repair or restore the Property or to pay amounts unpaid

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 idate of occupancy unless Lender otherwise agrees in writing, which consent shall not be unexasonably withheid, or unless extendance principance, exist which are beyond Romewer's control.

resolution for all easts of including the part and the considered of coupands, unless known of entirelyse agrees in writing, which content on the property in the property of the property of

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

8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccruate information or statements to Loander (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 connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's contractive to the contractive of the contractive to the contractive ton

connection with the Loan. Material representations include, but are not limited to, presentations concerning Borrower's colousing of the Property as Borrower's principal residence.

Replacement of the Property as Borrower's principal residence.

Replacement of the Replacement o

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security instrument. These amounts shall be interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice front Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. Sorrower shall not surender the leasehold state and interests herein conveyed or terminate or cancer the ground lease. Borrower shall not, without the express written corsent of Lender, after or amend the ground lease. If Borrower acquires fee title

shall not, without the express written corisent of Lender, aller or anomal has provided such in Sorrower acquires foe tills to the Property, he leasehold and he fee tills shall not mirgo unless. Lender agrees to the merger in writing.

10. Mortgage Insurance. If Lender required Mortgage insurance is effect. If, for any reason, the Mortgage Insurance and party the premiums required to make separately designated payments sheet. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurance that previously provided such insurance and Borrower was required to make separately designated payments sixty differ premiums for Mortgage Insurance. Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to Borrower of the Mortgage Insurance previously in effect, and alternate mortgage insurance shorted to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurance shorted to Borrower of the Mortgage Insurance coverage is not available. Borrower shall continue to pay to Lender the amount of the separately designated ayments that were due when the locan is ultimately paid in full, and Lender shall not be required to pay Borrower single insurance. Such loss reserve, Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and the period of the period that Lender requires on such loss reserve, Lender can no longer require loss reserve payments if Mortgage Insurance. Borrower and Lender requires separately designated payments toward the premiums for Mortgage Insurance. Borrower and Lender requires separately designated payments toward the premiums for Mortgage Insurance. Borrower and Lender providing for such termination or until the separately designated payments toward the premiums for Mortgage Insurance. Borrower and Lender providing for such termination or until the second of the prov

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Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Bor-

rower 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 from time to time, and may enter into agree nts with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions

that are satisfactory to the mortgage insurer 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, Lerlor, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts had derive from (or might be changing for any of the foregoing, may receive (directly or indirectly) amounts had derive from (or might be changing for sharing or modifying the mortgage insurer in six, or reducially 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 presumer sold to the insurer, the arrangement is other termed "captive enistrations." 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 nce, and they will not entitle 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 1996 or any other laws. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were uneamed at the time of such cancellation or termination.

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

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and resto-ration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration 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 inten-est\_to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or entire. on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessared, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied

to the 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 in which the property is the Property in which the Property in Whi erty 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 Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

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 stely before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writ ing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim 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 or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judg-ment, 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 acceleration has occurred, reinstate as provided in Section 19, 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 Miscollaneous 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 Walver. Extension of the time for payment or modifi-cation of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise mobility amontization of the sums secured by this Security instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any fortuerance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entitles or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security

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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 person-ally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrowei can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument

or the Note without the co-signer's consent.

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

shall bind (except as provided in Section 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, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Appli-

cable I aw. If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount 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 payment charge is provided for under 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 overcharge.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice 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. address shall be the Propriety Audress oriess sortiower has designated a substitute route automate by name to report Birroyer shall promptly notify Lender of Borrower's change of address. It Lender specifies a procedure or reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure Therefinally so not one designated notice address under this Security Instrument and one time. Any notice to Lender Therefinally so not seek specified notice address under this Security Instrument and the security of the s shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has ed 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

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 by contract or it might be silent, but such silence shall not be construed as a prohibition against ement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

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

words or words of the Beninne genore; (i) words in the singular shall interest in an analysis and interest in a shall be the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural

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

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period,

Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. Borrower's Right to Reinstate 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 sale of the Property pursuant to Section 22 of this Security Instrument. (b) such other period as Applicable Law might specify for the termination of Borrower's fight to refinate, or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due (inder this Security Instrument and the Note as if no acceleration had octurred; (b) cures any default of any other coverants or agierements; (c) pays all expenses incurred in enforcing this Security Instrument, including but not limited to, reasonable attorneys fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security instrument; and (d) takes such action as Lender may reasonably require to a saure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums security. this Security Instrument, shall continue urichanged. Lender may require that Borrower pay such reinstatement 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, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are

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insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower

this Security instrument and obligations secured hereby shall remain fully diffective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. Sale of Note: Change of Loan Servicer, Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note, If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 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.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances; gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials contents. taining asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental nup\* includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanuc.

rrower 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 not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, of (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affect in Subsect of Property. The opticading two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential

uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products). Bornower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, 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 learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an

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) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be red; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration cured, and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security instrument, for recisious by Judicial proceeding and sale of the Property. The notice shallfurther inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Berrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, is index at its option may require immediate payment in full of all sums secured by this Security instrument without thrittle demand and may brocklose this Security instrument by judicial proceedings. Londer shall be entitled to collect all expenses incurred in prusting the mediant payment of the process of the proc

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

24. Walver of Valuation and Appraisement. Borrower walves all right of valuation and appraisement.

Corder

Page 8 of 10



BY SIGNING BELOW, Borrower acc ment and in any Rider executed by Borro Witnesses:	epts and agrees to the terms and ower and recorded with it.	LOAN #: 734282 covenants contained in this Security Instru-
Who was the pression of the property of the pr	mp	JUN 1 7 2021 (Seel)  DATE  JUN 1 7 2028 (Seel)  DATE
State of Lock SS:  County of Lock SS:  Before me the undersigned, a No county of residence) County, State of MUSKIN-PRESS, (name of signer), and 2021.	Indiana, personally appeared NA	THAN MARRAPRESS AND NATALLE this instrument this 17th day of JUNE, or the control of the control
My commission expires:  County of residence:	(Notary's sign	name), Notary Public
Lander: Union Home Mortgage Corp. NML Si D: 2229 Loan Originator: David Ellingsen NMLS ID: 525359	(S) SEAL	Commission Number 657175     My Commission Expires 08 21/22     County of Residence Lake County
INDIANA—Single Family—Fannie MaelFreddie Ma Elle Mae, Inc.	e uniform instrument form 3015 to Page 9 of 10	NEDEED 1016 NEDEED (CLS) 06/08/2021 02:24 AM PST

LOAN #: 734262

Property Or Ake

I AFFIRM UNDER THE PENALTIES FOR PERJURY, THAT I HAVE TAKEN REASONABLE CARE TO REDACT EACH SOCIAL SECURITY NUMBER IN THIS DOCUMENT, UNLESS REQUIRED BY LAW.

Nancy

THIS DOCUMENT WAS PREPARED BY: UNION HOME MORTGAGE CORP. 8241 DOW CIRCLE W STRONGSVILLE, OH 44136 440-234-4300

Nancy

UNIFORM INSTRUMENT Form 3015 1/01 Page 10 of 10



LOAN #: 734262 MIN: 1000745-0000797535-0

#### PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 17th June, 2021

June,

(the "Lender"

of the same date and covering the Property described in the Security Instrument and located at: 11458 Maryland St, Crown Point, IN 46307.

The Property includes, but is not limited to, a parcel of land improved with a dwelling together with other such parcels and certain common areas and facilities, as described COVENANTS, CONDITIONS AND RESTRICTIONS

(the "Declaration").

The Property is a part of a planned unit development known as Pentwater Subdivision

(the "PUD"). The Property also includes Borrower's interest in the homeowners a or equivalent entity owning or managing the common areas and facilities of the PUD (the "Owners Association") and the uses, benefits and proceeds of Borrower's interest.

PUD COVENANTS. In addition to the covenants and agreements made in the

Security Instrument, Borrower and Lender further covenant and agree as follows:

A. PUD Obligations Borrower shall perform all of Borrower's obligations under the PUD's Constituent Documents. The 'Constituent Documents' are the (i) Declaration; (ii) articles of incorporation, frust instrument or any equivalent document water in (i) Declaration, (iii) articles of incorporation, frust instrument or any equivalent document which creates the Owners Association; and (iii) any by-laws or other rules or regulations of the Owners Association. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

imposed pursuant to the Constituent Documents.

8. Properly Insurance. So long, as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the Proper which is satisfactory to Lender and which provides insurance overage in the amounts (including deductible levels), for the periods, and against loss by fire, hazards included within the term "extended coverage," and any other hazards, including, but not limited to, earthquakes and floods, for which Lender requires insurance, then: (i) Lender walves the provision in Section 3 for the Periodic Payment to Lender of the yearity premium installments for property insurance on the Property; and (ii) Borrower's obligation under Section 5 to maintain property insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

What Lender requires as a condition of this waiver can change during the term of the loan.

Borrower shall give Lender prompt notice of any lapse in required property insurance coverage provided by the master or blanket policy.

In the event of a distribution of property insurance proceeds in lieu of restoration or

repair following a loss to the Property, or to common areas and facilities of the PUD, any repair nicowing a ross to me Property, or to common areas and rectinguises of the P-DJ, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender, Lender shall apply the proceeds to the sums secured by the Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to ensure that the Owners Association maintains a public liability insurance.

policy acceptable in form, amount, and extent of coverage to Lender.

MULTISTATE PUD RIDER-Single Family-Fannie M /Freddie Mac UNIFORM INSTRUMENT Form 3150 1/01 F3150RDU 0115 F3150RLU (CLS) 06/16/2021 08:24 AM PST Page 1 of 2



LOAN #: 734262

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property or the common areas and facilities of the PUD, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Section 11.

Security Instrument as provided in Section 11.

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to: (i) the abandonment or termination of the PLIO except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain; (ii) any amendment to any provision of the "Constituent Documents" if the provision is for the express benefit of Lender (iii) termination of professional management and assumption of self-management of the Owner-Association; or (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Downers Association; unaccontained to I ander.

ofprofessionalimanagementand assumption of self-management of the Owners-Association; or (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association macceptable to Lender. F. Remedies. If Borrower does not pay PUD dues and assessments when due, F. Remedies. If Borrower does not pay PUD dues and assessments when due, by the public publ

BY, SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this PUD Rider.

JUN 1 7 202 (seal)

NATHAN MARKPRESS MAD 6/17/303/ DATE

JUN 1 7 2021

(Seal)

NATALIE MUSKIN-PRESS DATE

MULTISTATE PUD RIDER-Single Family-Fandle Mac UNFORM INSTRUMENT Form 3150 891

Fisher Man, Inc.

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LOT 105, IN PENTWATER SUBDIVISION-PHASE 1, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 98 PAGE 8. IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

Property or Ake County Recorder 21:2840 (21-26408.PFD/21-26408/8)