When recorded mail to: **Acuity Title** 800 Lily Creek Road, Ste. 102 Louisville, KY 40243

GINA PIMENTEL RECORDER STATE OF INDIANA LAKE COUNTY FILED FOR RECORD 2021-048286

2021 Jul 21 8:32 AM

When recorded, return to: Draper and Kramer Mortgage Corp. Draper and Kramer Mortgage Corl Attn: Final Document Department Executive Towers West 1431 Opus Place, 20te 200 Downers Grove IL 60515

Title Order No.: 37484 LOAN #: 21142994

re This Line For Recording Data]

MORTGAGE

MIN 1001885-0000075616-4 MERS PHONE #: 1-888-679-6377

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. 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 16, 2021, all Riders to this document.

(B) "Borrower" is RAMELL K. CLEVELAND, UNMARRIED MAN.

Borrower is the mortgagor under this Security Instrument. (C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the mortgagee under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has mailing address of P.O. Box 2026, Flint, MI 48501-2026 and a street address of 1901 E. Voorhees Street, Suite C, Danville, IL 61834, MERS telephone number is (888) 679-MERS.

(D) "Lender" is Draper and Kramer Mortgage Corp...

Lender is a Corporation, Opus Place, Suite 200, Downers Grove, IL 60515.

organized and existing under the laws of Lender's address is Executive Towers West I, 1431

INDIANA--Single Family--Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3015 1/01 Page 1 of 10 Ellie Mae, Inc.

INFOEED 1016 INEDEED (CLS)



| LOAN #: 2114 | 12994 |
|--|--|
| (E) "Note" means the promissory note signed by Borrower and dated June 16, 2021. The states that Borrower owes Lender ONE HUNDRED NINETY NINETHOUSAND FIVE HINDRED AND NOTOR Dollars (U.S. \$193,500.00 plus interest. Borrower has promised to pay this debt. In regular Periodic Payments and to pay the debt in full not late July 1, 2051. (F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property |) rthan |
| (G) "Loan" means the debt evidenced by the Note, plus Interest, any prepayment charges and late charges due the Note, and all sums due under this Security Instrument, plus Interest. | under |
| (H) "Riders" means all Riders to this Security Instrument that are executed by Borrower, The following Riders be executed by Borrower [check box as applicable]: | are to |
| ☐ Adjustable Rate Rider ☐ Condominium Rider ☐ Second Home Rider ☐ Balloon Rider ☐ Planned Unit Development Rider ☐ Other(s) [specify] ☐ 1.4 Family Rider ☐ Biweeldy Payment Rider ☐ Other(s) [specify] | |
| (I) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinance, administrative rules and orders (that have the effect of lew) as well as all applicable final, non-appealable judicia (I) "Gommunity Association Duss, Fees, and Assessments" means all dues, fees, assessments and other or that are imposed on Borrower or the Property by a condominium association, homeowners association or similar hazalion. (I) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, distribute paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or mages so as to order. Instruct, or authorize a financial institution to delite or credit an account. Such term includes, but | opin- larges orga- raft, or gnetic |
| tages at as of orce_marker, of quantizes at all institute measure to out our curve out an account souther in incudes, only instituted to be outside principles, and consider the property of t | y third uction emna- pan. |
| (P) "SESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing alon, Regulation X (12 C.F.R. Part 1024), as they might be amended from time to time, or any additional or suc legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" referently requirements and restrictions that are imposed in regard to a "advantly related mortgage loan" even if the Loar not qualify as a "federally related mortgage loan" under RESPA. (9) "Successor in Interest of Berower" means any partit that fines taken title to the Property, whether or not that has assumed Sorrowar's obligations under the Note and/or this Security Instrument. | cessor s to all n does |
| TRANSFER OF RIGHTS IN THE PROPERTY This Socurity instrument secures to Lender: (i) the repayment of the Loan, grid all renewals, extensions and modific of the Note; and (ii) the performance of Sorrower's covenants and agreement sunder this Security instrument and the For this purpose, Borrower does hereby mortgage, grant and convey to NETS (solely as nonlines for Lender and Le successors and assigns) and to the successors and assigns of METS file following described property located County (Type of Recording Jurisdiction): | Note. nder's in the |
| SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS "EXHIBIT A". APN #: 45-16-10-401-019-000-042 | |
| | et] [City] |
| Indiana 46307-7146 ("Property Address"): | |

and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument, All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances,

INEDEED (CLS)



OAN # 21142994

agrees that MERS holds only legal life to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as normines 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 Londer including, but not limited to, releasing and cancelling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby convoyed and has the right to mortgape, grant and convoy the Propenty and that the Property is unenumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any enumbrances 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, Eacrow Items, Propayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the date eledenced 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 186 tollo and this Security Instrument its relationship to the Note of the Instrument received by Longer as payment under the Note or this Security Instrument is returned to Lender unpaid. Lender may reclaim any sequence of the Note of the Instrument is returned to Lender unpaid. Lender may reclaim that sing seal subsequent by Longer (a) cash (n) homeoy order; (c) conflided check, bank check, treasurer's check or cashion's effect, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentally as, entity or (c) Electronic Funds Transfer.

Payments are deemed received by Lender wan received at the location designated in the Note or at such other location as may be designated by Lender in or or partial payment or partial payment in partial payment in partial payment and payment or partial payments are insufficient to bring the Loan current. Lender may accopt any payments or payments received by the payment or partial payments are insufficient to bring the Loan current. Lender may accopt any payments or payments in the first payment as payments and the payment or partial payments in the future, but lender is not obligated to apply such payment to first payments apply and as of its scheduled due date, then Lender need not pay interest payments are accepted. Heach Periodic Payment is applyed as of its scheduled due date, then Lender need not pay interest payment by the loan current. If Borrower does not do so within a reasonable period of time, Lender stall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately optic to foreclosure. No diset or claim white Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security instrument or performing the covenants and agreements society by this Security instrument.

Application of Payments or Proceeds, Except as otherwise described in this Section 2, all payments accepted
and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due
under the Note; (c) emounts due under Section 3. Sinch payments shall be applied to eath Periodic Payment in the order
in which it became due. Any remaining amounts shall be applied first to tale charges, second to any other amounts due
under this Security Instrument, and then to reduce the printipal balance of the Note.

If Lender receives a payment from Borrower for a defliquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the deflictment payment and the late charge. If more than one Periodic Payments is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments If, and to the extent that, each payment as he paid in full. To the extent that any excess exists are payment as payment as papiled to the full payment of one or more Periodic Payments, such excess may be applied to any falle charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note. Any application of payments, in surance proceeds, or Miscollaneous Proceeds to principal due under the Note shall

not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due 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 attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, If any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. 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 and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

deuterming, said miles, collect and hold Eurofa in an amount (p) sufficient to permit Lender to apply the Funds at the little sensible of FRESPA, and of the little sensible of FRESPA, and (f) bot to exceed the maximum amount alterder 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 Euros or otherwise in accordance with Applicable Law.



OAN # 211/200

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, annually analyzing the escrow account, or ventying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Under no agreement is made he wittle enterings on the Funds, Borrower and Lender can agree in writing, however, that Interest shall be paid on the Funds, Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Londer 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 mount recossary to make up the deficiency in accordance with RESPA, but in or more than 12 monthly because the shall not the state of the shall be shall

payments.

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

Charges; Liens. Borrower shall pay all taxes, assessments, charges, lines, and impositions attributable to the Properly which can attain printy over this Security instrument, lesselhod payments or ground rests on the Proporty, lift, any, and Community Association Dues, Fees, and Assessments; If any, To the extent that these Items are Escrow Items, Borrower shall gry them in the manner provided in Section 3.

Borrower shift promptly discharge any lean which has pricely over this Socurity Instrument unless Borrower. (a) agrees in writing to the Spreyment of the obligation socured by the fine in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good fails by, or defends against enforcement of the sine, legal proceedings which in Lender's opinion operate to preven the enforcement of the lene while those proceedings are pending, but only utility such proceedings are concluded; or (c) secures from the holder of the lien an agreement statisticatry to Lender subordinating the lien to this Security instrument. If Lender defenders that any part of the Property of the lien is the security instrument. If Lender defenders that any part of the Property of the lien. Within 10 days of the Security of the lien is the security instrument. If Lender defenders that any part of the Property of the lien. Within 10 days of the Security of the lien in the Security instrument. If the lien is the security instrument in the lien is the security of the lien in the lien of the lien in the lien in

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. Property Insurance. Borrower shall keep the Improvements now oxisting or hereafter erected on the Property Insurance. Borrower shall keep the Improvements now oxisting or hereafter erected on the Property Insurance and the say first including, but not termined to, earthquarkes and floods, for which lender requires insurance. This insurance shall be maintained in the amounts (producing deductible hereafts) and for the pendeds that Lender requires. What Lender requires around the preceding sentences can change during the term of this Loan. The insurance carrier providing the insurances shall be preceding sentences can change during the term of this Loan. The insurance carrier providing the insurances shall be preceding sentences of the provider that the sentences of the senten

If Borrower falls to maintain any of the coverages described above, Londermay 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, hazar or liability and might provide greater or lesser coverage in an was previously in effect. Borrower acknowledges that the cost of the insurance coverage is a Obtained might significantly exceed the cost of insurance has Borrower could have obtained. Any amounts disbutes of U. Incent that intenest at the second the cost of insurance has Borrower could be obtained. Any amounts disbutes of U. Incent that Intenest at the borrower described and the second of the secon

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall he subject to Lender's right to disapprove such policies, shall include a standard mortagae clause, and shall name Lender as mortgagee and/or san additional loss payes. 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 from oil insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortagen caluser of subset in ame Lender as mortagee and/or as an additional loss payee.

In the event of loss, Barrower shall give prompt notice to the insurance center and Lender. Londer may make graded to sest front made promptly by Borrower. Unless Lender and Borrower chlorewiss agree in whiting, any Insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is demonstrately resable and ender's security is not elessence. 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 neuron the work has been completed to Lender's seatified; no provided that such inspection shall be undertaken promptly. Lender may dishurse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an experience is made in writing or Applicable Lender requires increas to be paid on a such insurance proceeds. Lender shall not less an experience in smad in writing or Applicable Lender requires increas to be paid on such insurance proceeds. Lender shall not be paid on the completed of the paid of the completed of the paid of the process payment of the paid of

OAN # 2114299

If Borrower abundons 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 calaim, then Lender may negotiate and settle the claim. The 33-day period will begin when the notice is given. In either event, for it Lender acquires the Property under Section 20 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Notice of the Security instrument, and (a) any other of Borrower's rights (other than the right to any rother of unsurance perminance paid to the control of the security instrument, and (a) any other of Borrower's rights (other than the right to any rother of unsurance perminance paid to the property Lender may use the Insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Notice of this Security Insurance, Notice or not then due.

6. Occupancy, Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the secution of this Socruly 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 withheir of, unless exchanging chromatomics exist which are beyond Borrower's control.

7. Preservation, Maintenance and Protection of the Property; inspections. Borrower shall not destroy, dome or impair the Property, allow the Property to develorate or commit waste on the Property, Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to proven the Property from deteriorating or degressing in value due to be to condition. Unless it is determined pursuant to Section 5 that repair or restoration is not screening in the Property of the Property

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 Lean Application, Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities gentling at the direction of Borrower or with Borrower's knowledge or consent gave materially falso, misleading, or inaccurate information or statements to Lender (or falled to provide Lender with material information) in connection with the Loan. Material rignagementations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. Protection of Londer's Interest in the Property and Rights Under this Security Instrument. If (a) Borrowse falls to perform the overanists and agreements contained in this Security Instrument, by 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 bankruppe, probate, for condemisation or forefulzer, for enforcement of a lien which may statis priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abendoned the Property, then Lender my do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property, then Lender has 90 to 100 to

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, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the glicytisions of the lease. Borrower shall not surrender the leasehold estate and Interest herein conveyed or terminate or cargic the ground lease. Borrower shall not, without the express written concent of Lender, after or amend the ground lease, if Borrower acquires fee tills to the Proporty, the leasehold and the fee tills shall not more unders knoder agrees to the pringer in writing.

10. Mortgage Insurance, If Lender required 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 substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender, if substantially equivalent 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 loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any Interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided 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 required 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 loss 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 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

LOAN #: 21142994

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed, Borrower is not a party to the Mortgage Insurance.

Mortgago insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreewith 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, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or admitted any of the foregoing, may recoive (directly or indirectly) amounts that driver from (or might be characterized as) a portion of Borrower's payments for Mortgage insurance, it 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 premiums paid to the insurer, the arrangement is other termed 'sophier of the insurer's risk in

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or other terms of the Loan. Such agreements will not Increase the amount Borrower will owe for Mortgage Insurance, 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 insulance under the Homeowners Protection Act of 1998 or any other law. 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 unearfied, at the time of such cancellation or termination.

 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, the restoration of repair is connomically feasible and Lender's security is not lessened. During such repair and restoration period, Lender's half have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity of inspect such Property to sharuse the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promisify. Lender may pay for the repairs and restoration in a single disbursament or in a series of progress payments as thelwork is completed. Dieses 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 Eurowar any interest or enables the state of the paid on such Miscellaneous Proceeds, Lender shall not be required to pay Eurowar any interest or enables the second of the state of the property of the p

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 of less in value of the Property in which the fair market value of the Property institution of the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security instrument inmediately 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 Miccellaneous Proceeds multiplied by the following facilion: (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 ballinge's shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value gillips Property in which the fall 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 wifing, the Miscellaneous Proceades shall be applied to the sums secured by falls, Bocurily instrument whether or not the

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as editince in the next sentence) oftens to make an award to settle a claim for changes, Borrower falls to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and giply 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 for repair of the Seculationsus Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begind that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lendor's Interest in the Property or rights under this Security instrument. Borrower can cure such a default and, if acceleration has occurred, reinstalle as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, produces rofeiture of the Property or other material impairment of Lender's interest in the Property or cripits 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 Lendor.

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 Rolessed; Forbearance By Lender Not a Walver, Extension of the time for payment or modification of amountain of the sums secured by this Security Instrument granted by Lender to Borrower any Successor in Interest of Enrower stall not operate to release the Itability of Borrower or any Successors in Interest of Borrower or many Successors in Interest of Borrower or the Interest of Borrower or the Interest of Borrower or the Interest of Borrower or to release to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any domand made by the eighth Borrower or any Successors in Interest of Borrower or to release to any domand made by the eighth Borrower or any Successors in Interest of Borrower or the Interest of Borrower or the Interest of Borrower or the Interest of Borrower or Interest or I

Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees
that Borrower's obligations and liability shall be foint 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 to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower 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 Applicable Law.

fifthe I can 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 prepayment 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 Волоwer 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. 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 by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement 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 (c) the word "may" gives sole 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 this Section 18, "Interest 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 intent of which is the transfer of title by Borrower at a future date to a purchaser.

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

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of 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 right to reinstate; 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 under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (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 assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. 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 cashler's check, provided any such check is drawn upon an institution whose deposits are

DAN # 21142994

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 effective as if no acceleration under 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 (orgeher with its Security Instrument) can be sold one or more times without prior notice to Betrower. As sele might result in a change in the entity (known as the Loan Servicer') that collects Periodic Payments due under the Note and his Security Instrument and performs other mortgage ions arevidine globgloins under the Note, this Security Instrument, and Applicable Lew. There also might be one or more changes of the Loan Servicer uncellade to a sale of the Note. In there is a change of the Loan Service, Borrower will be given written notice of the change which will sate the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in commection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is envised by a 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 Illigand rith emanters of a class) that sinces from the other party's actions pursuant to this Society/Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument or that alleges that the other party with such notice glyen in compliance with the requirements of Section 150 joins after the party of the party hereto a reasonable period effect the giving of such notice to take the party of the party of the party hereto a reasonable period effect the giving of such notice to take may be compared to the party of the party hereto a reasonable period effect the giving of such notice to take the party of the party

21. Hazardous Substances. As used in this Section 21: (a) Hazardous Substances* are those substances defined a tokio or bazardous substances, pollutants, or wastes by Environmental Law and the following substances; gasoline, kerosene, other flammabile for toxio petroleum products, toxic pesticides and herbicides, violaties devients, materials constaining abstances or formiglicity on and reduccive mentalitation. The office of the product of the produ

Borrower shall not cause on perimit five presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, 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, or (b) which, due to the presence, use, or release of a frazzondous Substance, reselves a condition and techniques of the condition of

Borrower shall promptly give Lender written nötlise of (a) any investigation, claim, domand, lawavil or other action by any governmental care guilatory agency or private jasty 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, isoland, escharge, release or threat of release of any Environmental Condition, including but not limited to, by the presence, use or release of a Hazardous Substance, and (c) any condition coussed by the presence, use or release of a Hazardous Substance, which is the presence of the pres

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

22. Acceleration; Romedies. Lender shall give notice to Borrower poler to acceleration following Borrower's breach of any covenant or agreement in this Society instrument (but not pirot face-plevalent under Section 18 unless Applicable Law provides otherwise). The notice shall specify; (a) the default; (b) this action required to cure the default; (c) and advantage of the sume society 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 sume society by this Security instrument, for recleave by undical proceeding and sale of the Property. The notice shallfurther inform Borrower of the right to relaste after acceleration and the right to essay state the foreclosure by undical proceeding the non-abstence of a default or any other defense of Borrower to acceleration and feriocuseure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in the control of the sume secured by this Security instrument without turner demand and may foreclose this Security instrument by judical proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remodels provided in this Security and the collect all expenses incurred in pursuing the remodels provided in this Security and the collect all expenses incurred in pursuing the remodels of the security and the collect all expenses incurred in pursuing the remodels of the security and the collect all expenses 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 the charging of the fee is permitted under Applicable Law.

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



LOAN #: 21142994

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

Witnesses:

| | 1 |
|---|---|
| RAMELL K. CLEVELAND | 6/14/21 (Seal) |
| | |
| State of INDIANA | |
| County of LAKE SS: | |
| | 1 1/2 |
| Before me the undersigned, a Notary Public f | or (Notary's |
| county of residence) County, State of Indiana, per and acknowledged the execution of this instrume | sonally appeared RAMELL K. CLEVELAND, (name of signer), |
| | |
| -1/ | |
| My commission expires: | |
| County of residence: Newton | (Notary's signature) Michael O. Early |
| | (Printed/typed name), Notary Public |
| | Y_ XV |
| | · · · · · · · · · · · · · · · · · · · |
| | MICHELLE D. EARLY |
| Lender: Draper and Kramer Mortgage Corp. | Notary Public, State of Indiana |
| NMLS ID: 2551 Loan Originator: Aimee Koerner | County of Newton Commission Expres |
| NMLS ID: 1496654 | January 11, 2028 |
| | |
| | |
| | |
| | 0,0/ |
| | ₹Q. |
| | |

INDIANA--Single Family--Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3015 1/01 Ellie Mae, Inc. Page 9 of 10

INEDEED 1016 INEDEED (CLS)



LOAN #: 21142994

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

INDIANA-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3015 1/01 Ellie Mae, Inc. Page 10 of 10

THIS DOCUMENT WAS PREPARED BY:
DRAPER AND KRAMER MORTGAGE CORP. /
EXECUTIVE TOWERS WEST I
1431 OPUS PLACE, SUITE 200
DOWNERS GROVE, IL 60515
630-376-2100

INEDEED 1016



LOAN #: 21142994 MIN: 1001885-0000075616-4

PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 16th June. 2021 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date, given by the undersigned (the "Borrower") to secure Borrower's Note to Draper and Kramer Mortgage Corp., a Corporation

(the "Lender"

of the same date and covering the Property described in the Security Instrument and located at: 960 E 114TH PL, CROWN POINT, IN 46307-7146.

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 IN COVENANTS, CONDITIONS AND RESTRICTIONS

(the "Declaration").

The Property is a part of a planned unit development known as Hamilton Square

(the "PUD"). The Property also includes Borrower's interest in the homeowners association 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, trust 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.
- B. Property Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the Property which is satisfactory to Lender and which provides insurance coverage 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 waives the provision in Section 3 for the Periodic Payment to Lender of the yearly 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 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 MaelFreddie Mac UNIFORM INSTRUMENT Form 3150 1/01 F3150RDU 0115 Ellie Mae, Inc. Page 1 of 2 F3150RLU (CLS)



LOAN #: 21142994

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

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 PUD, 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 Owners Association; or (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

F. Remedies. If Borrower does not pay PUD dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument, Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

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

Form \$150FEN OITS (F3166BU OITS F3166BU (CLS)

MULTISTATE PUD RIDER--Single Family--Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Ellie Mae, Inc. Page 2 of 2



| | 37/18/ |
|--|--------|
| | |

Exhibit "A"

Property Address: 960 East 114th Place, Crown Point, IN 46307

County: Lake

Tax Parcel #: 45-16-10-401-019.000-042

The East 20.00 feet of the West 203.33 feet of Lot 4 in Hamilton Square Phase I Subdivision, as per plat thereof, recorded in Plat Book 101 page 14, and amended by a Certificate of Correction recorded March 29, 2007 as Document No. 2007-030012, in the Office of the Recorder of Lake County, Indiana.

Being the same property conveyed to Natalie S. Vanarsdall, by Personal Representative's Deed dated July 30, 2018, recorded August 6, 2018 of record in Deed Instrument No. 2018049578, in the Office of the Clerk of Lake County, Indiana.

Being the same property conveyed to Ramell K. Cleveland, by Deed dated June 16, 2021 of record in Deed Book _____, Page ______, in the Office of the County Clerk of Lake, IN.