GINA PIMENTEL RECORDER STATE OF INDIANA 2021-057196

2021 Aug 31

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When recorded, return to: Gold Star Mortgage Financial Group, Corporation ATTN: Final Document Department 100 Phoenix Drive, Suite 300 Ann Arbor, MI 48108

Title Order No.: 21-26624

LOAN #: 21205471

[Space Above This Line For Recording Data]

CASE #: 26-26-6-0823984

MORTGAGE

MIN 1008149-0000270317-6 MERS PHONE #: 1-888-679-6377

DEFINITIONS

DEFINITIONS
Words used in intilliple 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, 40, "Security Instrument" means this document, which is dated August 20, 2021. together with all Riders to this document

(B) "Borrower" is CHRISTOPHER H FRIESEN AND CARRIE A FRIESEN, HUSBAND AND WIFE.

26624 NORTHWEST INDIANA TITLE

162 WASHINGTON STREET LOWELL, IN 46356 219-696-0100

Borrower is the mortgagor under this Sedurity Instrument.

(C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a normize of Lender and Lender's successors and assigns, MERS is the mortgagee under this Security Instrument. MERS is organized and existing under the laws of Dellawaire, and has mailing address of P.O. Box 2026, Flint, Misson-12026 and a street address or 1901 E. Voorheed STient, Stude Chamilte, It Calsta, MERS telephon number is (888) 679-MERS

(D) "Lender" is Gold Star Mortgage Financial Group, Corporation

Lender is a Corporation, Ann Arbor, MI 48108.

organized and existing under the laws of Lender's address is 100 Phoenix Drive, Suite 300,

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

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AMOUNT \$

CHARGE CHECK #_

OVERAGE _ COPY_

NON - COM __

CLERK ___

(E) "Note" means the promissory note signed by Borrower and dated August 20, 2021. The N states that Borrower owes Lender FOUR HUNDRED TWENTY NINE THOUSAND NINE HUNDRED FORTY AND NO/100" Dollars (U.S. \$429,940.00 Plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than September 1, 2051. (F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security instrument, plus interpret. (H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to (11) "Niders" means all Riders to time opporting magnified a time of a consistence of the executed by Borrower (check box as applicable):

Adjustable Rate Rider | Condominium Rider |
Balloon Rider | Planned Unit Development Rider |
114 Family Rider | Biweekly Payment Rider ☐ Second Home Rider
☐ Other(s) [specify] (I) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opin-(J) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar orga-(K) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tapes oa so to order, instruct, or authorize à financial institution to debit or credit an account. Such term includes, but tapes oa sto order, instruct, or authorize à financial institution to debit or credit an account. Such term includes, but limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers. (L) "Escrow Items" means those items that are described in Section 3. (M) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction for the Property (i) condemnation or other taking of all or any part of the Property, (ii) condemnation or other taking of all or any part of the Property, (iii) convergance in lieu of condemnation, (ii) misrepresentations of, or originosis as to, the value and/or condition of the Property (iii) condemnation, (iii) misrepresentations of, or originosis as to, the value and/or condition of the Property (iii) or other transmissions of the Property (iii) or other transmissions or other transmissions of the Property (iii) or other transmissions or ot (P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C, §2601 et seq.) and its implementing regu lation, Regulation X (12 C.F.R. Part 1024), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA. (Q) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument. TRANSFER OF RIGHTS IN THE PROPERTY This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS the following described properly located in the County [Name of Recording Jurisdiction]:
SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS "EXHIBIT A".
APN #: 45-16-01-426-006.000-054 Ount Reco, which currently has the address of 10642 Benton St, Crown Point, IStreet ICityl Indiana 46307 ("Property Address"): (Zip Code)

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenences, and all the control of the property. All prepacements 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

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agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee 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 forectiose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrume

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record.

Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any

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:

ONITURING COVENANTS, Sorrower and Lenoer covenant and agree as to lows:

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

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to raphies to payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, the future payment is applied as of its scheduled due date, the future payment is applied to such as the payment payment payment and the payment paymen payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance unifier the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the total control of the state of t future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. 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) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first 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 Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late change dow, the payment may be applied to the delinquent payment and the late change. If more than one Periodic Payment is outstanding, Leide may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of or oer more 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, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall

Any application of payments, insurance problems, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or phaige this mount, of the Penticic Payments.

3. Funds for Excord Nems. Borrower shall pay to Lender on the day Periodic Payments are due under the Note and the Note shall be Note is paid in full, a sum the "Hund's for proble for payment of amounts due for," (a) Taxes and assessments will be Note in the Penticipal to Payment of amounts due for, (a) Taxes and assessments hold payments or ground rents on the Property, if any, (b) greenigms for any and all insurance required by Lender under Section 5, and (d) Mortagae Insurance perintms, if any, or, any sums payable by Borrower to Lender in lice of the payment of Mortagae Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Misses." At origination or at any time during the term of the Lonal_Egider may require that Community Association Dues, Fees, and Assessments, flary, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow the Common of 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 items. Lender may wave borrower so collegation to pay to checker Londer Fundarion 3 or all exclose items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall gow idencity, 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.

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) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

INDIANA-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3015 1/01

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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 (I Lender is an institution whose deposits are as insured) or in any Federal Home Lona Bank. Lender shall apply the Funds to pay the Escrowlttems no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the secrive account, or verlying the Escrowl tems, unless Lender pays Borrower interest on lithe Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writting or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings in the Funds. Borrower and Lender can gree in writing, however, that interest hall be judd on the Funds. Lender shall not say expenditure of the Funds are expended to the second of the part of the Funds. The say of the part of the Funds are considered to the part of the Funds are considered to the part of the Funds are considered to the part of the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required the part of the Funds.

"If there is a surplus of Funds held in secrow, as defined under RESPA_Lender shall account to Borrower for the screess 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

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

4. Charges; Llens, Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over the Security Instrument, leasehold playments or ground rents on the Property, if it and community Association Dues, Fiees, and Assessments, if any. To 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 faith 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 state 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 statedroy to Lender subordinating the lien to this Security Instrument, I Lender determines that any part of the Property is subject to a len which and an attain priority over this Security Instrument, Lender may give Borrower a notice identifying lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the editions set forth above in this Section 4.

Lender envelope and the property of the security in the security in the security of the section and or reporting service used

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

by Earl By Continues with 1 But Joan.

Brownward lakes be improvements now existing or hereafter excelled on the Property in surface against look by the hazard sociated within the term "outnoted coverage," and any other hazards including, but now the hazards including but the law of the property of the hazards and the law of the hazards including but the law of the hazards and the law of the hazards including but the law of the hazards and th

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

All insurance policies required by Lender and renewals of sub-policies shall be subject to Lender's right to disapprove such policies, shall include a standard microgas clauses, and shall inflame Lender as mortgagee and/or as an additional loss payee. Lender shall have the right the hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receiptes of pidal premiums and renewal notions [If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as fin additional loss payee.

In the event of loss. Borrower shall give prompt notice to the insurance capins and Lender. Lender may make proof of loss if not made groundly by Borrower. Utilies Lender and Borrower of therwise agree, in writing, 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 economically fleasible and Lender's security is not lesseened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had in vibportunity to inspect such Property for ensure the work has been completed to Lender's satisfaction, 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 sin agreement is made in writing of applicable Law requires in press to be paid on for public adjusters, or other third parties, irrained by Borrower shall not be paid out of the insurance proceeds and shall be be sole obligation of Borrower. If the restoration or repair is not excommissably feasible or Lender's sectify would be lessened, the insurance proceeds shall be applied in the order provided for its Beduction.

INDIANA-Single Family-Fannie Mae/Freddie Map UNIFORM INSTRUMENT Form 3015 1/01 Ellie Mae, Inc. Page 4 of 10

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LOAN #: 2120E471

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 proceeds in an amount not to exceed the amounts unpaid under the Note or this Security insurance, and (b) any other of Borrower's rights (other than the right to any returned of unearmed premiums paid 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 Instrument, whether or not then due.

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

7. Preservation, Maintenance and Protection of the Property; Inspections, Borrower shall not destroy, dam-

7. Preservation, Maintenance and Protection of the Property: Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property allow the Property and the Property and the Property and the Property and the Property in order to prevent the Property, Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless is it determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall primptly repair the Property if damaget to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such heads or restoration.

Borrower is not relieved of Borrower's obligation for the completion of such lepair or restoration.

Lender or its agent may make reasonable entires 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. Gorrower 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, misjlagding, or inaccurate information or statements to Londer (or failed to provide Lender with material information) in configuration with the Loan. Material representations include, but are not limited to, representations concerning Borrower's orcupancy of the Property as Borrower's principal residence.

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower latio to perform the covenants and agreements contained in this Security Instrument, 6) There is a legal proceeding in adjust again can be contained in the Property and/or rights under this Security Instrument (such as a proceeding in Jean-Nutybey, probate, for condemnation or foreflure, for enforcement of a len which may attain priority over this Security instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay, for whatever is reasonable or appropriate to protect Lender's interest in the Property, and securing and/or repairing may do and pay, for whatever is reasonable or appropriate to protect Lender's interest in the Property, and securing and/or repairing the Property, lender's sictions can include, but are not limited to; (a) paying any sums secured by a lien which has priority over this Security Instrument, including its secured position in a bankrupter proceeding, in the Property, and or in the Property and or in the Security Instrument, including its secured position in a bankrupter proceeding, to the Property and the Property and

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

This Security instrument is on a leasehold, Sorroiver shall comply with all the provisions of the lease. Borrower shall not surender the leasehold estate and interests herein conveyed or terminate or cancel the ground lease. Borrower shall not surender the leasehold estate and interests herein conveyed or terminate or cancel the ground lease. Borrower shall not, without the express written conjent of Lender, after or jament the ground lease. If Borrower acquires fee title to the Property, the elseshold and the fee title shall not migge unless Lender agrees to the merger in writing.

10. Mortgage insurance. It cleaner required Mortgage insurface as condition of making the Loan, Borrower shall

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, or any reason, the Mortgage Insurance and Borrower was required to make separately designated payments to swind the premiums for Mortgage Insurance. Borrower shall pay the premiums required to bitain coverage substantially equivalent to the Mortgage Insurance provided such insurance infect, at a cost substantially equivalent to the cost Borrower of the Mortgage Insurance previously in effect, and alternate mortgage insurance and the mortgage insurance previously in effect, and alternate mortgage insurance previously in effect, from an alternate mortgage insurance selected by Lender. If substantially equivalent Mortgage Insurance previously in effect, and alternate mortgage insurance and an experiment in the service of th

INDIANA--Single Family--Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3015 1/01 Ellio Mae, Inc. Page 5 of 10

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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.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreewho trigge insuries valuable time to use factor in a such manifest in other from three to thine, and may letter in our greaters 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 on the perspensions using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage insurence premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity,

or any affiliate of any of the foregoing, may recei ve (directly or indirectly) amounts that derive from (or might be character or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be character-tized as) a portion of Borrower's payments for Morgae Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums pails to the insurer, the arrangement is often termed "capitive reinsurance." 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

or any other terms or the Loans. Such agreements will not increase the amount corrower will will well to the (ii) Any other agreement will be such a such as the such as the

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 interset to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, 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.

ent 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 Prop 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 and 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 Borrow

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writ-ing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security 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 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

within 30 days after the date the notice is given, Leribegiis 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 quarty that owes Bidrower Miscellaneous Proceeds or the party against whom Borrower has right of action in regard this fiscellaneous Proceeds or the party against whom Borrower shall be in default if any action or proceeding, whilefilter civil or orininal, is begun that in Lender's judgment, could result in forfeiture of the Property or orient material imgaliment 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 diamssed with a fruiting 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 attribulable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

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

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of 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 modify amortization 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 forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities 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.

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

INDIANA--Single Family--Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3015 1/01

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Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage instruments out overs not execute the roting to co-signing it is co-signing into security instrument only to morgang grant and convey the co-signies' 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 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 consist.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrow 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 ment 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 inferest 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

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or such 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 epayment 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 con 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 sen to 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 urless 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 ver'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 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 wirhout 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 Comment of the Property or a Beneficial Interest in Borrower.

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 jums 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 Borrow 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 file exitlest of (a) five days before sale of the Property pursuant to Section 22 of this Security Instrument (b) such other perior 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) apays Lender all sums which then would be due indeed 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 attornays' fees, property expenses monted in memorary assistently maximent, including, but dominated or reach above agoingst each property and inspection and valuation fees, and other fees incrued 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 security Instrument, and Borrower's obligation to pay the sums security Instrument. interest in the Property and highes order up as second institution, and borrows congenior to buy the second institution 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 cashier's check, provided any such check is drawn upon an institution whose deposits are

INDIANA-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3015 1/01

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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 effective as if no acceleration had occurred. However, this right to reinstate shift not apply in the case of acceleration under Section 15.

20. Sale of Note; Change of Loar Servicer, Notice of Grievance. The Note or a partial interest in the Note (longther with this Security Instrument) gan 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 result in a change in me entity protour at time. Coan servicery inter collects encoder exhibiting sold indice the rotor and and applicable Law. There also might be one or more changes of the Loan Servicer united to a sale of the Loan Servicer united to a sale of the Hote. If there is a change of the Loan Servicer, Berrower 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 con-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 Cleanup" 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 Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall 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 (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal resident uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Envi ronmental Law of which Borrower has adtual 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 rele ase 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
preach 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 apecify: (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 cured; and (d) that fallure 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, foreclosing By judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after seciention and the right to assent in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Explicing its to princing any require immediate payment in full of all sums secured by this Security instrument without further demand and may foreclose this Security instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys fees and costs of title evidence.

23. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security 23. Release. Upon payment of an sums secure up um security meaning, and the distributions to the distributions. Leader may charge becomes a fee for selessing 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 waives all right of valuation and appraisement.

INDIANA-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3015 1/01

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BY SIGNING BELOW, Borrower accepts and agrees to the terms an ment and in any Rider executed by Borrower and recorded with it.	LOAN #: 21205471 d covenants contained in this Security Instru-
Witnesses:	
CHRISTOPHER H FRIESEN	AUG 2 0 2021 (Seal)
Cauci X 1	AUG 2 0 2021,
CARRIE A FRIESEN	DATE
State of INDIANA County of LAKE SS:	
Before me the undersigned, a Notary Public for Lake county of residence) County, State of Indiana, personally appeared (A FRIESEN, (name of signer), and acknowledged the execution of the	(Notary's HRISTOPHER H FRIESEN AND CARRIE is instrument this day of
——————————————————————————————————————	Ou An
My commission expires: (Notary's signature) County of residence:	gnature)
(Printed/typ	ed name), Notary Public
Lender: Gold Star Mortgage Financial Group, Corporation	DEBRA LEWIS Commission Number 657175 My Commission Expires 08/21/22
NMLS ID: 3446 Loan Originator: Michael J Monaco Jr NMLS ID: 131490	County of Residence Lake County
	P
INDIANASingle FamilyFannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3015 Ellie Mee, Inc. Page 9 of 10	INEDEED 1016
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LOAN #: 21205471

Aropolity Or Lake

Cherie Dickey
Gold Star Mortgage Financial Group, Corp

THIS DOCUMENT WAS PREPARED BY: CHERIE DICKEY CHICAGE STAR MORTGAGE FINANCIAL GROUP, CORPORATION 100 PHOENIX DRIVE, SUITE 300 ANN ARBOR, MI 48108

Page 10 of 10

LOAN #: 21205471 CASE #: 26-26-6-0823984 MIN: 1008149-0000270317-6

VA GUARANTEED LOAN AND ASSUMPTION POLICY RIDER

NOTICE: THIS LOAN IS NOT ASSUMABLE WITHOUT THE APPROVAL OF THE DEPARTMENT OF VETERANS AFFAIRS OR ITS AUTHORIZED AGENT.

THE SUMMANNIELL ILUNA AND ASSUMPTION POLICY RIDER is made this 20th day of August, 2021, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Deed to Secure Debt (herein 'Security Instrument') dated of even date herewith, given by the undersigned (herein 'Borrower') to secure Borrower's Note to Gold Star Mortgage Financial Group, Corporation THIS VA GUARANTEED LOAN AND ASSUMPTION POLICY RIDER is made this

(herein "Lender")

and covering the Property described in the Security Instrument and located at 10642 Benton St Crown Point, IN 46307

VAGUARANTEED LOAN COVENANT: In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

If the indebtedness secured hereby be guaranteed or insured under Title 38, United States Code, such Title and Regulations issued thereunder and in effect on the date hereof shall governitien given the such such as the security instrument or other instruments executed in connection with said indebtedness which are inconsisted with said Title or Regulations, including, but not limited to, the provision for payment of any sum in connection with prepayment of the secured indebtedness and the provision that the Lender may accelerate payment of the secured indebtedness and the provision that the Lender may accelerate payment of the secured indebtedness. pursuant to Covenant 18 of the Security Instrument, are hereby amended or negated to the extent necessary to conform such instruments to said Title or Regulations.

LATE CHARGE: At Lender's option, and as allowed by applicable state law, Borrower will pay a "late charge" not exceeding four per centum (4%) of the overdue payment when paid more than filteen (15) days after the due date thereof to cover the extra expense involved in handling delinquent payments, but such "late charge" shall not be payable out of the proceeds of any sale made to satisfy the indebtedness secured hereby, unless such proceeds are sufficient to discharge the entire indebtedness and all proper costs and expenses secured hereby.

GUARANTY: Should the Department of Veterans Affairs fail or refuse to issue its guaranty in full amount within 60 days from the date that this loan would normally become eligible for such guaranty committed upon by the Department of Veterans Affairs under the provisions of Title 38 of the U.S. Code "Veterans Benefils; the Mortgagee may declare the indebtedness bereby secured at once due and payable and may forecose immediately or may exercise any other rights hereunder or take any other proper action as by law provided.

TRANSFER OF THE PROPERTY: This loan may be declared immediately due and payable upon transfer of the property securing such loan to any transferee, unless the acceptability of the assumption of the loan is established pursuant to Section 3714 of Chapter 37, Title 38, United States Code.

An authorized transfer ("assumption") of the property shall also be subject to additional covenants and agreements as set forth below:

(a) <u>ASSUMPTION FUNDING FEE</u>: A fee equal to one-half of 1 percent (.50%) of the balance of this loan as of the date of transfer of the property shall be payable at the time of transfer to the loan holder or its authorized agent, as trustee for the Department of Veterans

VA GUARANTEED LOAN AND ASSUMPTION POLICY RIDER Filie Mae Inc. Page 1 of 2

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LOAN #: 21205471

Affairs. If the assumer fails to pay this fee at the time of transfer, the fee shall constitute an additional debt to that already secured by this instrument, shall bear interest at the rate herein provided, and, at the option of the payee of the indebtedness hereby secured or any transferee thereof, shall be immediately due and payable. This fee is automatically waived if the assumer is exempt under the provisions of 38 U.S. C. 372 (c) considered to the payable of t

IN WITNESS WHEREOF, Borrower(s) has executed this VA Guaranteed Loan and Assumption Policy Rider.

AUG 2 0 2021_(Seal) RIESE AUG 2 0 2021 ON POLICY RIDER—Page 7 of 2 lift by Reconding DATE (S VA GUARANTEED LOAN AND ASSUMPTION F Ellie Mae, Inc 圖用 酚磺酸苯酚苯酚酚磺酸酚酚磺胺酚酯 圖用

LOT NUMBERED 63, IN TREES II, UNIT 3, A SUBDIVISION IN LAKE COUNTY, INDIANA, AS PER PLATTHEREOF, RECORDED IN PLAT BOOK 82, PAGE 8 IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

Property or Lake County Recorder 21:26241

(21-26624.PFD/21-26624/11)