By: TS Pg #: 13 FILED FOR RECORD
GINA PIMENTEL
RECORDER

NDIANA

CHICAGO TITLE INSURANCE COMPANY

When recorded, return to: First Financial Bank Attn: Mortgage Servicing 2105 N State Road 3 Bypass PO Box 507

Title Order No.: CTNW2104549

LOAN #: 599566913

Greensburg, IN 47240

MORTGAGE

MIN 1009034-0599532564-1

DEFINITIONS
Words used in multiple sections of this document are defined below and other words are defined in Section 3, 11, 11, 10, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 3, 11, 11, 10, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(b) "Security instrument" rilican's his document, which is dated August 42, 2021, where the section is the section of the section 15 of

all Riders to this document.

(B) "Borrower" is DAVID MIX AND DEMETRA PANAGAKIS, HUSBAND AND WIFE.

Borrower is the mortgagor under this Security Instrugent. (D* MERS* is Mortgage Electronic Regulation Systems; Inc. MERS is a separate corporation that is acting solely as a nonlines for Lender and Lender's successors and seigns. MERS is the mortgagor under this Security Instrument. MERS is organized and existing under the laws of Celevanza, and have mailing address of PO. Box 2026. First, MI 48501-2020 and a street address of 1901 E. Voorhees Street, Suite C, Danville, IL 61834. MERS telephone number is (888) 679-44ERS.

(D) "Lender" is First Financial Bank .

Lender is a State Chartered Bank, Ohio. Cincinnati, OH 45246. organized and existing under the laws of Leader's address is 225 Pictoria Dr, Suite 700,

INDIANA--Single Femily--Fennie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3015 1/01 Ellie Mae, Inc. Page 1 of 10 Initials: INSOEED 1018 INEDEED (CLS) 08/24/2021 05:08 AM PST



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	(E) "Note" means the promissory note signed by Borrower and dated August 24, 2021. The Not states that Borrower owes Lender FIVE HUNDRED THOUSAND AND NO100* Dollars (U.S. \$500,000.00	e *			
	plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later tha September 1, 2036. (F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."	ń			
	(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 interest.				
	(#) "Ridders" means all Ridders to this Security Instrument that are executed by Borrower. The following Ridders are to be executed by Borrower (check box as applicable): Adjustable Rate Rider Condominium Rider Security Herrie Rider	b			
	B Ills s Rife t				
	(i) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances an administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.				
	 "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charge that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization. 				
	(K) "Efectivinic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnet laps so as a forder, instruct, or suthorize a financial institution to debit or credit an account. Such torm includes, but is nilmited to, point-of-sale transfers, automated feller machine transactions, transfers initiated by telephone, wire transfer and automated despiribuous transfers.	ic ot			
(L) "Escrow Items" regains those items that are described in Section 3. (M" Miscellaneous Proceées," means any compensation, settlement, award of damages, or proceeds paid part y (other than insurage proceeds paid under the coverages described in Section 5) for; (i) damage to, or (i), the Property, (ii) condemnatigner other taking of all or any part of the Property, (iii) conveyance in liter of too; or (iv) misrepresentations jet, or emissions as to, the value and/or condition of the Property, (iii) consistent of the Property, (iii) "Mortgage insurance" means. Ristrance protecting Lender against the noneyament of, or default on;					
	(0) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, pl. (ii) any amounts under Section 3 of this Security Instrument. (P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regu	u-			
	lation, Regulation X (12 C.F.R. Part 1024), as they night be amended from time to time, or any additional or success legislation or regulation that govern the same subject matter. As used in this Security historium, TRESPA' record to requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan doe not qualify as a "federally related mortgage loan" under RESPA. (0," "Successor in interest of Borrower" means any party that has taken title to the Property, whether or not that part	all es			
	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 repsyment of the Losar, and all reversals, extensions and modification of the Note and (ii) the performance of Derrover's covernants and agreements under this Security Instrument and the hot for this purpose, Borrover does hereby mortgage, grant and convey for ETBS (sceley as nominee for Lender and Lender successors and assigns) and to the successors and assigns of MERS for fighting described property located in th Nemer of Recording Jurisdiction); (Type of Recording Jurisdiction); (Label Court)	e. ′s			
	SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS "EXHIBIT A". APN #: 45-11-06-203-014.000-034				
	0/2				
	SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS "EXHIBIT A". APN #: 45-11-06-203-014.000-034	•			
	which currently has the address of 725 Killarney Dr, Dyer,				
	Indiana 46311 ("Property Address"): [Zp Code]	31			
	TOCETHER WITH all the improvements now or hereafter encled on the property, and all easements, appurton and, and factures now or hereafter a part of the property. All replacements and additions shall also be covered by this Seguin instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands as	ty			
	IND IARA—S II 516 17—I assie Mac Freddie Mac UNIFOLD INSTRUMENT Form 2015 IAT INITIALS: Page 2 of 10 INITIALS: NEEDER 11 NEEDER 11 NEEDER 11 NEEDER 11 NEEDER 11 NEEDER 11 NEEDER 12 NEE) (S)			

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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 crustom, MERS (as nomine for Lender and Lender's successors and assigns) has the right to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

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

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

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

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument is also made in LLS, currency, However, if any check or other instrument restored by Cander as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require findle pay or all subsequent payments due under the Note and this Security Instrument is returned to Lender unpaid, Lender may require findle pay or all subsequent payments due under the Note and this Security Instrument is returned. Cander unpaid, Lender may require charge the control of the Company of t

Paymegil are deemed received by Lender when received at the location designated in the Note or at such other location agings by designated by Lender in accordance with the note provisions in Section 15. Ender may return any payment or partial payment in the payment or partial payment are insufficient to bring the Loan current. However, when the supplication of any rights the received any payment are accepted by the payment are accepted. If each Periodic Payment is applied as of its scheduled due date, between the lander need not payment are accepted. If each Periodic Payment is applied as of its scheduled due date, between the lander need not payment and the payment are accepted. If each Periodic Payment is applied as of its scheduled due date, payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either payment or bring the Loan current. If Borrower does not do so within a reasonable period of time, tender shall either be provided to the payment of the outstanding mitical balance under the Note immediately-prior to forectious. Not office to claim which the forover right have now or in the performing the coverants and acceptements ascended by this Security Institution. Note and this Security Institution.

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 reduck the gliniopal balance of the Note.

If Lender receives a payment from Borrower for a deliringuing Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied if the eliginacent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply sity payment neceived from Borrower to the repayment of the Periodic Payments if, and to the extert that, each payment care the plage in Ital. To the extent that any excess swist after the payment is applied to the full payment of one or none Periodic Payments, such excess may be applied to any late the payment is applied to the full payment of one or none Periodic Payments, such excess may be applied to any late Any application of payments, insurance proceeds or Miscolaries participated in 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. Borrover'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 walver, and Borrower fails to pay the amount due for an Escrow flem. 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 (i) 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 date and reasonable estimates of expenditures of future screen views or otherwise in accordance with Applicable Law.

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The Eruds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity including Lender (if Lender's is in institution whose deposits are so insured) or in any Federal home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not change Borrower for holding and applying the Funds, annually analyzing the secrow account, or verifing the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law reprins interest to be paid on the Funds, Lender shall not be required to pay Borrower any literest or earnings on the Funds. Dorrower and Lender can agree in writing, however, that interest to be paid and an annual accounting of the Funds as required by RESPA.

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

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

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

Borfowel shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agree is midting to life in symment of the obligation secured by the lien in a manner acceptable to Lender, but only so go agree is northing to life in symment of the obligation secured by the lien in good faith by, or defends against enforcement of the lien in good faith by, or defends against enforcement of the lien in legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pervising, but also yield in the lien to his Security in proceedings are pervised to the lien and agreement state in the state of the lien and agreement state is stocked to determine shall any part of the Proceedings are pervised to the lien and agreement state of the lien and any part of the Proceedings are pervised to the lien and the lien of the lien and lien and

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 shalf keep the improvements now existing or hereafter erected on the Property insurance against loss by fire, hazards includied, but in the term "estended overage," and any other hazards including, but not limited to, earthquakes and floods. fig which, Lender requires insurance. This insurance shall be maintained in the mounts (including deductible) lovely and fig fine gloridos that Lender requires. What Lender requires parameters are also also that the proceeding sortedness can change during the length length and the insurance chall be caused to the length of the proceeding sortedness of the sortedn

If Borroverfalls to maintain any of the coverages described above, a Indier may obtain insurance coverage, at Lender's option and Borrover's expense, Lender is under no obligation to puriosas any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect! Borrover, Borrover's equity in the Property, a contract any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrover acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance has the province could have obtained. Any administrational spirate produced the cost of the insurance coverage to the cost of the insurance coverage so obtained might significantly large coverage to the cost of the insurance coverage to the cost of the insurance coverage so obtained might significantly and the cost of the insurance coverage so obtained might significantly associated to the cost of the insurance coverage so obtained might significantly and the cost of the insurance coverage so obtained might significantly associated to the cost of the insurance coverage so obtained might significantly associated to the insurance coverage so obtained might significantly associated to the insurance coverage so obtained might significantly associated to the insurance coverage so obtained might significantly associated to the insurance coverage so obtained might significantly associated to the insurance coverage so obtained might significantly associated to the insurance coverage so obtained might significantly associated to the insurance coverage so obtained might significantly associated to the insurance coverage so obtained might significantly associated to the insurance coverage so obtained might significantly associated to the insurance coverage so obtained might significantly associated to the insurance coverage so obtained might significantly associated to the insurance coverage so obtained might significant to the insuranc

All insurance policies required by Lender and renewake of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgages and/or as an additional loss payes. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender's alreciption of paid premiums and renewal notices. If Borrower obtains any foling in 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 nortgages and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender, Lender may fingle good to sols into made promptly by Borrower. Unless Lender and Borrower of horewise agree in writing, any insurance plouse flex, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Propertying the restoration or repair is connominately feasible and Lender's accurrity in not lesseened. 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 Internate the work has been completed to Lender's sactisation, no rowided that such inspection shall be indertaken promptly. Lender may discuss a proceeds for the repairs and restoration in a single payment or in a series of progress pay-such insurance proceeds, Lender shall not be not put of the payment or in a series of progress pay-such insurance proceeds, Lender shall not be not put of the payment or in a series of progress pay-such insurance proceeds, Lender shall not be not put of the payment or winders or carrings on such proceeds. Fees for public adjusters, or other third parties, retained 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 economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the order provided for in Section 2.

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If Borrower abandons the Property, Lender may file, negolitate and settle any available insurance claim and netated materials. 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 negolate 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 arry insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security instrument, and (b) any other of Borrower's rights (other than the right to any return of undermote premiums paid to 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.

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

7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destry, damage or Impair the Property all entertoals or commit waste on 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 it is determined pursuant to Section 5 that repair or restoration or of excensinally feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. Inflammance or condemnation proceeds are paid in connection with dramage to or the taking of, the Property, Borrower shall give responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Endinging the property only if Lender has released proceeds for the temperature of the property only if Lender has released proceeds for such purposes. The property only if Lender has released proceeds for the repairs and testivation in a single payment or in a series of progress payments as the layers proceeds for the repairs and restoration in a single property only of 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 Loan Application. Borrower shall be in default if during the Loan application process, Borrower or any persons or entities adding at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or naccurate information or statements to Lender (or falset to provide Lender with material information) in connection with the Loan Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. (If a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptor, protein, for condemention or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or explusions), or (c) Borrower has abandoned the Property, then Lender my do and pay for whatever is reasonable for appropriate to protect Lender's Interest in the Property, and securing and/or repairing this Security Instrument, Industry protecting and/or, assessing the value of the Property, and securing and/or repairing to the Property and repairing the Security Instrument, (b) appearing in Toutin, and (c) paying reasonable attorneys fees to protect in interest in the Security Instrument, (b) appearing in Toutin, and (c) paying reasonable attorneys fees to protect in interest of the Security Instrument, (b) appearing in Toutin, and (c) paying reasonable attorneys fees to protect in interest of the Security Instrument, (b) appearing in Toutin, and (c) paying reasonable attorneys fees to protect in interest of the Security Instrument, (b) appearing in Toutin, and (c) paying reasonable attorneys fees to protect in interest in the Security Instrument, (b) appearing in Toutin, and (c) paying reasonable attorneys fees to protect in interest in the Security Instrument, (d) appearing in Toutin, and (c) paying reasonable attorneys fees to protect in interest and the Property includes, but in a trimited to me of the Security Instrument, and the Instrument of Albroyal Lender may have a decided to the Instrument of the Security instrument.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Section 9 shall be added of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting asyment.

If this Security Instrument is on a leasehold, Borrover shall comply with all the provisions of the lease. Borrover shall not surrendor the leasehold estate and interests herein conveyed or template or cange of the ground lease. Borrover shall not, without the express written consent of Lender, after or amend the ground lease. If Borrover acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to be inverger in written.

 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.

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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 insures evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are 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 any attitude of you of the freezogen, may receive (directly or indirectly) amounts that device from (or might be characterized as) a portion of borrower's payments for Nortigage Insurance, in exchange for sharing or modifying the mortigage exchanges for all and the contract of the properties of the contraction of the contraction of the contraction of the contraction and to the insurance is determined for a dark reinforce for the contraction of the contraction and to the insurance. Further,

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

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Inneoweners Procedion Act of 1980 or any other law. These rights may include the right 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 dimearied at the time of such cancellation or termination.

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

If the Ploparty is damaged, such Miscollaneous Proceeds shall be applied to restoration or repair of the Property. If the restoration or repair is enconnically feasible and tender's security is not lessened. During such repair and restoration period, Linder shall have the right to hold such Miscollaneous 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 inspect shall be undertaken repended to the property of the repairs and restoration in a single disbursement or in a senies of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscollaneous Proceeds. Lender shall not be required to pay Borrower any interest or earnings on such Miscollaneous Proceeds. The restoration or repair is not economically feasible or Lender's security would be then due, with the excess, if any, pilit to Borrower. Such Miscollaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destingtion, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, desting, desting, desting, to rose in value, or qual to or greater than the amount of the sums secured by this Security instrument shall be reduced by the same sequency by this Security instrument shall be reduced by the amount of an Lender otherwise agree in whiting, the sums sequency by this Security instrument shall be reduced by the amount of the security instrument shall be reduced by the amount of the security in the security in the security of the security in the security of the security in the security of t

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, of bis in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, makes borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are the nodule.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party dedefined in the notice sterence) offers to make an award to settle a claim for disanges, Borrower falls to respond to lead within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscolanous Proceeds either to restoration or repair of the Property or to the sums secured by this, Security Instrument, whether or not the due. "Opposing Party" means the third party that owes Borrower Miscolaneous Proceeds or the party against whom Borrower his collaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgement, could result in fortherius of the Property or other material Impairment of Lender's Initiative in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, the state as provided in Section 16, by Caussing the action or proceeding to be definedsed with a rating that, in Lender's judgment, produces instrument. The proceeds of any award or claim for damages that are attributable to the impairment of lender's interest in the Property are hereby assigned and shall be paid to Lender.

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

12. Borrower Not Released: Forhearance By Lender Not a Walver. Extension of the time for payment strigidation of anotization of the surface course by this Security instrument granted by Lender to Borrower or any Successors 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 Successors 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 United Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any Other Security Instrument by reason of any demand made by the original Instrument or an Interest of Borrower. Any Other Security of Security Security

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

INDIANA - Single for By-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3015 1/01 Ellie Mee, Inc. Page 6 of 10



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Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to py the sums secured by this Security Instrument; and (c) agrees that Lender and any other Defortower 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 lability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall brind (except a provided in Section 20) and benefit the successors and assigns of Lender agree.

14. Loan Charges. Lender may charge Borrover fees for services performed in connection with Borrover's default, to five hurpress of protecting Lender's interest in the Property and rights under this Security instrument, including not intimited to, attorneys fees, properly 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 Borrover's shall not be construint 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 1 w

If the Lann's 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 cellected in connection with the Lann exceed the permitted limits, then (a) any such light charges to the permitted limit, and (b) any such light charges shall be reduced by the amount necessary to reduce the charge to the permitted limit and (b) any sums direitage (collected from Enrower within exceeded permitted limits will be refunded to Borrower. Lender may choose to make titiling-fund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reducing principal, the reduction will be releted as a partial prepayment without any prepayment charges (whether or not a prepayment, sharge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower's might prostitute a waiver of any right of action. Borrower might have arising out of such overcharge.

15. Notices / A notice given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable. Law expressly requires otherwise. The notice address shall be the Préparty Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly nöff Lender of Borrowers change of address. It lender specifies a procedure for reporting Borrower's change of address. It lender specifies a procedure for reporting Borrower's change of address through that specified procedure. Borrower shall only report a change of address through that specified procedure. Borrower shall express the procedure of Borrower's change of address through that specified procedure. But the procedure is the procedure of the proc

16. Governing Law. Severability: Rules of Genstruction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property 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 control or it might be either but study elegence and not be continued as a prohibition against agreement by contract. In the event that any provision or disuse by this Security Instrument or the Note confliction and the control of th

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 his 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 interest transferred in a bond for each, contract for seed, installment sales contract on sectrow agreement, the intent of which is the transfer of tile 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 open Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred vibroit Lender's prior written consent in tell 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 review a period on otneties than 30 days from the date the notice is gleven in accordance with Section 15 within whice [Borriower 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 of "Burrower."

19. Borrower's Right to Reinstata Attar's Acceleration. If Borrower meets certain conditions, Borrower shalf liage the right to have enforcement of this Security Instrument discontinued at any time prior to the enfiels of (a) five 4days refore sale of the Property pursuant to Section 22 of this Security Instrument, (b) such other period as Applicable Lawringhis 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 in on acceleration and occurred; (b) curse any default of any other coverants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys fees, property and rights under this Security Instrument, and (d) takes such action as Lender may treasonably require to sessue that Lender's interest in the Property and rights under this Security Instrument, and Disconvers's Collegation to pay the sums secured by representations of the Control of the Con

INDIANA-Single for By-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3015 1/01 Ellie Moe, Inc. Page 7 of 10



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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 infolt to reinstate shall not apply in the case of acceleration under Section 18.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigate 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 suggested that the other party which who notice given in compliance with the requirements of Section 15g/or leuch alleged breach and afforded the other party when the reasonable period after the giving of such notice to take officially and a section of the party that the section of the sect

21. Häggirduss Substances. As used in this Section 21: (a) +Hazardous Substances' are those substances defined as toxic optigations substances, politarist, or vastes by Environmental Law and the following substances; gasoline, kerosene, other flaghinable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing abstacles of impligiblytics, and radioactive meterials; (b) Terminomental Law reams federal laws and laws of Cleanup' includes any length of the production of the production

Borrower shall not cause or general the presence, use, disposal, storage, or release of any Hazardious Substances, or or threaten to release any Hazardious Substances, or or in the Property Genover shall not do, nor allow anyone else to do, anything affecting the Property (affirm as in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the present (ise, or release of a Hazardious Substances, creates a condition that adversally Property of small cuantifies of Hazardious Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, out to filling the Condition substances in consumer product).

Borrower shall promptly give Lender written police of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agreey or private party, involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge (b) any Environmental Condition, including but not limited to, yet pelling, leaking, elicibage, enlease or therat of reliases of any Hazardous Substance, and (c) any condition caused by the presence, use or release of an Hazardous Substance, and within adversely affects the value of the Property. If or over learns, or is notified by any operamental or regulating valuring, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property if Property if Property is the affection of the Property of the Property is property and any property and property and

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

22. Acceleration, Remedies. Lender shall give notice to Borrower pinet by acceleration following Borrower's breach of any covenant or agreement in this Security instrument (but not pine) acceleration under Section 18 unless Applicable Lawprovides otherwise). The notice shall specify (a) the default (b) alter includes the content of th

A selease. Open payment or all sums secured by this Security insurrent, Lender shall release 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. Waiver of Valuation and Appraisement. Borrower waives all right of valuation and appraisement.

INDIANA-Single family-Famile Mae/Freddie Mac UNIFORM INSTRUMENT Form 3815 1/01 Ellie Mise, Inc. Page 8 of 10



Initials: IN ED/EED 1016 INEDEED (CLS) 08/24/2021 05:08 AM PST

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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:

	-		
De May	0		8-24-21 (Seal)
DAVID MIX	2		DATE
1 Demetro	lano	enlis	824-21 (Seal)
DEMETRA PANAGAKIS		ð	DATE
State of Tour SS:			
county of aa.		Λ.	
Before me the undersigned, a Notary	Dublic for	Lake	(Notary's
county of residence) County, State of Indi	ana, personally appear	d DAVID MIX AND DEN	ETRA PANAGAKIS,
(name of signer), and acknowledged the	execution of this instrum	nent this 24th day of AL	IGUS1, 2021.
My commission expires:	2028	Ways	<u>15</u>
County of residence:	(Notarys	signature)	Eur
KELSEY L PERRY Notary Public - Seal Lake County - State of Indiana Commission Number NP0638131 My Commission Expires Sep 3, 2028	0	typed name), Notary Pu	blic
Lender: First Financial Bank		My A	
NMLS ID: 619717	0/	,	
Loan Originator: Michelle Lynn Anderson NMLS ID: 782763	ζ.	/	
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I AFFIRM UNDER THE PENALTIES FOR PERJURY, THAT I HAVE TAKEN REASONABLE CARE TO REDACT EACH SOCIAL SECURITY NUMBER IN THIS DOCUMENT, UNLESS REQUIRED BY LAW.

SANDRA MENSAH

THIS DOCUMENT WAS PREPARED BY: SANDRA MENSAH FIRST FINANCIAL BANK 225 PICTORIA DR STE 700 CINCINNATI, OH 45246

IND IA NA -- Single Family -- Faunie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3015 1/01 Ellie Mae. Inc. Page 10 of 10

1016 INEQEED (CLS) 08/24/2021 05:08 AM PST



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LEGAL DESCRIPTION

Order No.: CTNW2104549

For APN/Parcel ID(s): 45-11-06-203-014.000-034

LOT NUMBERED 57. IN BRIAR RIDGE COUNTRY CLUB ADDITION. BLOCK 3 OF UNIT 15. AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 110, PAGE 77, IN INSTRUMENT NO. 2017-070273 IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

OUNT AND IN A, (921) 1234: 7, 1 (2) A

PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 24th and is incorporated into and shall be deemed to amend and August 2021 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 First Financial Bank

(the "Lender")

MIN: 1009034-0599532564-1

of the same date and covering the Property described in the Security Instrument and located at: 725 Killarney Dr. Dver. IN 46311.

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 Briar Ridge

(the "PUD"). The Property also includes Borrower's interestin 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 COVENAULS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:
- A. FUD 0 bligations. 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, trustinstrument 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.
- 8. 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 large 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.

Initials: MULTISTATE PUD RIDER-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3150 1/01 E34506DII 0441 Ellie Mae, Inc. Page 1 of 2

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D. Cendemation. The proceeds of any award or claim for damages, director consequential, payable to Borrower in connection with any condemation 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 condemation, 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.

Tender's Prior Censent. Burrower shall not except after notice to Lender and with Lender's prior vittien consent either partition or subdivide the Property or consent to: (i) we abandonment or termination of the PUD, except for 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" (the provision is for the express benefit of Lender; (ii) 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.

1. Re et elies. If Borrower does not pay PID dues and assessments when due, then Lender may pay them. Any amounts dishursed by Lender under this paragraph F shall become additional debtof Borrower secured by the Security Instrument Unless Borrower and Lender agree to other terms of payment, these amounts shall bear patrents 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.

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