Total Fees: 55.00 By: TS Pg #: 13 FILED FOR RECORD GINA PIMENTEL RECORDER

When recorded, return to: American Internet Mortgage, Inc. Attn: Post Close Dept. 4121 Camino Del Rio S San Diego, CA 92108 888-411-4246

Title Order No.: 01-21086800-01E Escrow No.: 01-21086800-01E LOAN #: 21301366

-[Space Above This Line For Recording Data]-

#### MORTGAGE

MIN 1002242-1234843727-7 MERS PHONE #: 1-888-679-6377

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16. (A) "Security instrument" means this document, which is dated August 16, 2021, together with all Riders to this document.

(B) "Borrower" is AMANDA LUEBCKE, INDIVIDUALLY.

Borrower is the mortgagor under this Security Instrument. (C) "MERS" is Mortgage Electrone Regularition Systems, Inc. MERS is a separate corporation that is acting solely as a nonince for Lender and Lender's successors and assigns. MERS is the mortgagor under this Security Instrument. MERS is organized and existing under the leave of Deleavare, and high smalling address of PC, Dex 2028, Plint, MI

ment, MERS is organized and existing under the laws of Delaware, and has mailing address of P.O. Box 2025, Flint, MI 48501-2028 and a street address of 1901 E. Voorhees Street, Suite C, Danville, IL 61834, MERS telephone number is (888) 679-MERS.

(D) "Lender" is American Internet Mortgage, Inc..

Lender is a Corporation, California. Diego, CA 92108. organized and existing under the laws of Lender's address is 4121 Camino Del Rio S, San

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



LAK	COUNT AND IN A, 62	) <del>[</del> 254 <b>[</b> 57 <b>[</b> ]	IAL [	OOCL	JME N#: 21301366
	(E) "Note" means the promis states that Borrower owes Le	nder THREE HUNDRED	SEVENTEEN THOUS	AND SIX HUNDRED ANI * Dollars (U.S. \$317,600	.00
	plus interest. Borrower has pro September 1, 2051.  (F) "Property" means the pr (G) "Loan" means the debt ethe Note, and all sums due ut (H) "Riders" means all Ride be executed by Borrower (Friders" means all Ride be executed by Borrower (Friders)     Adjustable Rate Rider     Balloon Rider     1-4 Familly Rider     V.A. Rider	operty that is described to videnced by the Note, plander this Security Instruments to this Security Instruments by as applicable;	eelow under the heading us interest, any prepayn ent, plus interest. nent that are executed Rider Development Rider	g "Transfer of Rights in the ment charges and late cha	e Property." irges due under ig Riders are to
	(I) "Applicable Law" mean administrative rules and orde				
	(J) "Community Association that are imposed on Borrowe				
	nization.  (K) "Electronic Funds Transimilar paper instrument, white tape so as to order, instruct, o limited to, point-of-sale transfer and automated clearinghouse (L) "Escrow Items" means	ch is initiated through an or r authorize a financial inst ers, automated teller mac e transfers. those items that are desc	electronic terminal, telep itution to debit or credit i hine transactions, trans ribed in Section 3.	ohonic instrument, compu an account, Such term inc fers initiated by telephone	ter, or magnetic ludes, but is not , wire transfers,
	(M) "Miscellaneous Brogleds" means any compensation, settlement, award of changes, or proceeds paid by any third party (other than Insurgate proceeds paid under the overages described in Section 5) (or, 1) (damage to, or destruction of, the Property, (II) condemnation, or the property, (II) condemnation or the Property, (III) in the property of the Property, (III) in the property of the Property, (III) in the Property, (III) in the Property of the Property, (III) in the Property of the Property, (III) in the Property of the				
	(P) "RESPA" means the Rei lation, Regulation X (12 C.F.F legislation or regulation that g requirements and restrictions not qualify as a "federally rela (Q) "Successor in Interest of has assumed Borrower's obli	R. Part 1024), as they mig overns the same subject that are imposed in reg- ited mortgage loan" under of Borrower" means any	ht be amended from tin matter. As used in this 3 and to a "federally relate RESPA. party that has taken title	ne to time, or any addition Security Instrument, "RES ed mortgage loan" even it to the Property, whether	al or successor PA" refers to all the Loan does
	TRANSFER OF RIGHTS IN This Security Instrument security Instrument security in the perform For this purpose, Borrower do successors and assigns) and County [Name of Recording Jurisdiction]:	res to Lender: (i) the repa nance of Borrower's cover as hereby mortgage, gran to the successors and a Type of Re	ants and agreements un t and convey to MERS (s ssigns of MERS the fo cording Junsdiction) of Lai	nder this Security Instrume solely as nominee for Lend llowing described propert (e	nt and the Note. ler and Lender's
	SEE LEGAL DESCRIPTION APN #: 45-11-08-303-001.0I		ND MADE A PART HEI	REOF AS "EXHIBIT A".	~ %
	which currently has the addre		f Lane, Schererville,		[Streat] [City]
	Indiana 46375	("Property Address"):			

[Zip Code]

TOGETHER WITH all the improvements now orhereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security instrument. All of the foregoing is referred to in this Security instrument as the "Property." Borrower understands and

INDIANA-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3015 1/01 Ellie Mae, Inc. Page 2 of 10



### N@ TOTAL POCUMENT

agrees that MERS holds only legal tille to the interests granted by Borrower in this Security Instrument, but, If necessary to comply with law or custom, MERS (as nomines for Lender and Lender's successors and assigns) has the right to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the "Property; and to take any action required of Lender notucing, but not limited to, releasing and cancelling this Security instrument.

BORROWER COVENANTS that Borrower is lawfully selsed of the estate hereby conveyed and has the right ondragee, 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 encumbrances of record.

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

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

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Nole and any prepayment charges and late charges due under the Nole. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Nole and this Security Instrument shall be made in U.S. currency. However, If any other do or other instrument received by Eunder as payment under the Nole or this Security Instrument is returned to Lender unpaid, Lender may require filing ally or all subsequent payments due under the Nole and this Security Instrument be made in one rome of the cashies, and the subsequent payments due under the Nole and this Security Instrument be made in one rome of the cashies, school, provided any such check is drawn upon an Institution whose deposits and insured by a federal agency, instrumentally. Or entity, or (of Description Eyuda Stransfer.)

Paymetifs'are deemed received by Lender when received at the location designated in the Note or at such other location against by designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or patitile payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment, any gainst payment insufficient to bring the Loan current, without waiter of any rights hereunder or accept any payments, and payments are accepted. If each Periodic Payment is applied as of its scheduled due date, payments at the time-given payments are accepted. If each Periodic Payment is applied as of its scheduled due date, hen Lender need not payments are accepted. If each Periodic Payment is applied as of its scheduled due date, payment to bring the Coan current. If Borrover does not do so within a reasonable period finds will Borrover makes payment to bring the Coan current. If Borrover does not do so within a reasonable period of time, Lender shall either payles under the Note in the Coan current. If Borrover does not do so within a reasonable period to the outstanding principal belance under the Note inmediately bride to foreclosure. No offset or dain which Borrover might have now or in the performing the coverants and acreemants secured by this Security Instrument.

2. Application of Payments or Proceeds, Except as otherwise described in this Section 2, all payments accepted an applied by Lander shall be applied in the "following order of priority" (a) interest due under the Note; (b) 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 a falle applied farts to tale charges, escend 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 eleingunet Protoko Payment which includes a sufficient amount to pay any late charge due, the payment may be applied for the delinguent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payments are pappled to the full payment of one or 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, its justance proceeds or Miscolaranois Proceeds to principal due under the Note shall

not extend or postpone the due date, or change the amount, of the Periodic Payments, 3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues. Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time, Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount, Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation. Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

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 all ender can require under RESPA. Lender shall estimate the amount of Funds due on the bass of current data and reasonable estimates of expenditures of future Escrow litems or otherwise in accordance with Accideable Law.

INDIANA--Single Family--Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3015 1/01 Ellio Mae, Inc Page 3 of 10



### NO THE PART OF THE PROPERTY OF

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity finculting Lender, if Inaderia is institution whose deposits are so insured or in any Federal frome Loan Barix. 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 very lens interest to be paid on the Funds, Lender shall not be required to pay Borrower any Interest or earnings on the Funds. Dorrower and Lender can agree in writing, however, that interest of the Punds. Lender shall give to Borrower, without change, an annual accounting of the Funds as a required

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 on more than 12 monthly payments. If there is a definedry of Funds held in escrow, as defined under RESPA, Lender shall notly 5 borrower as required by RESPA, and Borrower shall pay be an extra the control of the shall not the shall no

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, Borrover shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain printly over this Security Instrument, leasehold 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, Borrowershall gav them in the manner provided in Section 3.

Berrowle phali promptly discharge any lien which has priority over this Security Instrument unless Borrower. (a) agrees in untilities of the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borroweriting enforming such agreement; (b) contests the lien in good failth by, or defends against enforcement of the lien in legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only send such proceedings are concluded, or (c) secures from the holder of the lien an agreement stall. Lender determines that any part of the Property as subject to a lien within the part of the proceedings are such as the part of the proceedings as subject to a lien within this patient provider with the such as the part of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actors set forth above in this Section 4.

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

5. Proporty insurance. Borrower plail keep the improvements now existing or hereafter erected on the Property insurance against loss by fire, hazard inglided within the term "extended coverage," and any other hazards including, but not lemited to, earthquakes and foods, for which Lender requires linearance. This insurance shall be maintained in the amounts (including deductible) levels) and for hing periods that Lender requires. What Lender requires pursuant to the amounts (including deductible) levels) and for hing periods that Lender requires and the lenders region to display the lenders region to the lenders region to determination, certification and tracking services; or fly) a ope-time change for flood zone determination and certification and tracking services; or fly) a ope-time change for flood zone determination and certification services and subsequent changes each time remappings of similar changes occur which reasonably inflat fleet such determination or certification. Borrower shall also be resignable for the payment of any fees imposed by the Federal Euregyproy (handerment Agency in connection with the review of flay flood zone determination resulting form an object-time.

If Borrowerfalls to maintain any offite coverages described above, Londer may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to practices any particular byte or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not profect Borrower. Borrower's equity in the Property, and the Contract or leability and might provide greater or lesser coverage than was previously in effect. Borrower adenoverage that the cost of the insurance coverage so chained may simplicantly exceed the cost of insurance has borrower could have obtained. Any amounts discussed by the cost of the

All insurance policies required by Lender and menewals of such policies shall be subject to bender 's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgage radior as an additional loss payes. Lender shall have the right to hold the policies and renewal continicates. If Lender requires, Borrower shall promptly give to Lender all recognits of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortaces clause and shall manner Lender as mortaces earlors as an additional loss pawe.

In the event of loss, Borrower shall give prompt notice to the insurance camer and Lender, Lender maying/se proof of loss if not made promptly by Borrower, Unless Lender and Borrower of therwase agree in writing, any insurance projected, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Prognity if the restoration or repair is concenidably feasible and Lender's security in not lesseend. 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 period, Lender shall have the work has been completed to Lender's secting from provided that such inspection shall be undertaken promptly. Lender may disture proceeds for the repairs and restoration in a single payment or in a series of progress payment as the work is completed. Unless an agreement is another of policiable but were required interest to be paid on such insurance proceeds. Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees the payment of the proper of t

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### NO THE PART OF THE PROPERTY OF

If Borrower abandons the Property, Lender may Ile, negotiate and settle any available insurance claim and related matters. 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 20 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security instrument, and (b) any other of Borrower's night (other than the right to any return of unexample premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the overage of the processing the property or the parameter of the processing the processing

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

7. Preservation, Maintenance and Protection of the Property: Inspections. Borrower shall not destroy, demander of the Property, allow the Property in order to prevent the Property Whether or not Borrower is reading 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 replair or restoration is not economically feasible, Borrower shall promptly repart the Property if damaged to avoid further deterioration or damage. White is a state of the Property of the Property and the Property and the Property of the Property of

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. Borroller's Llean, 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 inaccutate information or statements to Lender (or faited to provide Lender with material information) in connection with the Loan Welderial representations include, but are not limited to, representations concerning Borrower's occupancy of the Property a Borrower's principal residence.

9. Protection of Londe"s thiseest in the Property and Rights Under this Security Instrument, If o) Borrower late to perform the covenants and gareements contained in this Security Instrument, 60 here is a legal proceeding that might squifficantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruutcy, probate, for condemnation or forfeiture, 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 origing-priorite to protect Lender's enferted in the Property, then Lender his Security Instrument, including protecting and/or assessing the value of the Property, and security and/or repairing her Property. Lender's actions can include, but also entimed to: (a) paying any sums secured by a len which has priority over this Security Instrument, the control of the Company of the Property and security and or repairing in court and (c) paying reasonable altorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankrupty proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or fitting, and have utilities turned on or off. Although Lender may ties exicute our under this Security Instrument and the order of the property of the prop

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

If this Security instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. Borrower shall not surrender the leasehold estate and interests herem conveyed or termende or gange the ground lease. Borrower shall not, without the express written consent of Lender, alter or amend the ground lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not mege uriess Lender agrees to title merger in written.

10. Mortgage Insurance, If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance ocverage 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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### NO TOTAL PARTICIAL DOCUMENT

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 maurers 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, crieduce 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 premums).

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 foreignic, may receive (decelve) or indirectly) amounts that device from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage exchange for a share of the promisers and the property of the property

(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, 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 Innewewner Protection Act of 1980 or any other law. These rights may include the right or 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 "unearned at the time of such cancellation or termination.

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

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is commically feasible and Lender's security is not lessened. During such repair and restoration period, lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Projectly to ensure the work has been completed to Lender's satisfaction, provided that such inspect on shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as tills work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Sorrower any interest or earnings the search, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Institutent, whether or not then due, with the excess, if any, gaid le Borrower. Such Miscellaneous Proceeds shall be applied in the sums exacted the such security Institutent, whether or not fine society.

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, desitudion; of cas in value of the Property in which the fair market value of the Property immodately before the partial taking, desitudion; or lose in value is equal to or greater than the amount of the sums secured by this Security Instrument immodalisty before the partial taking, destruction, or lose in value, unless Borrower and Lander otherwise agree in writing, the sum's secured by this Security Instrument table preduced by the amount of the amount of the sums secured immodalisty the following fraction: On the total amount of the values accurate managinal or the following fraction: On the total encount of the values of the minuted takes 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, or share has value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, misses forover and Lender otherwise agree in writing, the Miscollaneous Proceeds shall be applied to the sums secured by this Security instrument whether or not the sums are the notion.

If the Property is abandomed by Borrower, or if, after notice by Lender to Borrower that the Opposing Party defined in the next sentence) offers to make an award to settle a cleim for drainages, Borrower falls to reapend to lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscollaneous Proceeds either to restoration or repair of the Property or to the sums secured by the Security instrument, whether or not the due. "Opposing Party" means the third party that owes Borrower Miscollaneous Proceeds or the party against whom Borrower has cell and the California or and to Miscollaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's intered in the Property or display under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, priestate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes to Section 19. The Property or deliver material impairment of Lender's interest in the Property or rigid under this Security Instrument. The Property or the result of the Control of the Property or regide under this Security in the Property or hereby assigned and shall be paid to Lender.

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

12. Borrower Not Released: Forbearance By Lender Not a Waiver. Extension of the time for payment's rigidification of an extension of the sums ascured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower or any Successors in Interest of Borrower or any Successors in Interest of Borrower or any Successors in Interest of Borrower or to relate to Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to relate 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 dright Borrower or any Successors in Interest of Borrower, Any forbearance by Linder in or any General Security Instrument by reason or any General Security Instrument by Instrument by reason or any General Security Instrument by Instrumen

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

## NO THE PART OF FICIAL DOCUMENT

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 be proposed and politicated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note Without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in willing, and is a proved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument, Borrower's obligations and backlift under this Security Instrument, Borrower's obligations and liability under this Security Instrument, Borrower's obligations and liability under this Security Instrument of the Security Instrument of this Security Instrument of this Security Instrument of the Security Instrument of the

shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. Lander may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not brinited to, attorneys' fees, property insepection 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 expressily prohibited by this Security Instrument or by Applicable 1 av.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or ofter loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then (a) any subrilloan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit, and (b) any sums always collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lander 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 reducing ship chip, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayings) charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a valver of any right of action Borrower might have ansign out of such overcards.

15. Notices, All notices given by Borrower or Lender in connoction 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, small or when actually delivered to Borrower's notice address if sent by other means. Notice to report one of Borrower and active state of constitute notice address if sent by other means. Notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Proparty Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly more than the property of the property

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 instrument are subject to any requirements and limitations of Applicable Law, Applicable Law might explicitly or implicitly allow the parties to a green byte control of it might be seller, byte and explication that indoor because the applicable Law and conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the ferminine gender; (b) words in the singular spilal mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

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

18. Transfer of the "Property or a Beneficial Interes" 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 in the Interest in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of tille 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 for if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender' if such exercises by Lender' is such exercises.

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 with Biogrover must post all sums secured by this Security instrument. If Borrower falls to pay these sums prior to the explication of this period, Lender may mycke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. Borrower's Right to Rearstate After Acceleration, If Borrower meets certain conditions, Borrowerise(silish) aver high to have enforcement of this Security Instrument disconfined at any time port to the seriest of (a) the diply, before sale of the Property pursuant to Section 22 of this Security Instrument, (b) such other period as Applicable law, rights specify for the termination of Borrower's right to reinstate, or (c) entry of a updoment enforcing this Security Instrument. Those conditions are that Borrower; (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration that docurred; (b) care any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, richding, but not limited to, reasonable alternative free, property interests in the Property and rights under the security Instrument, richding, but not limited to, reasonable alternative free, property interests in the Property and rights under this Security Instrument, and Borrower's abiligation to pay the sums sourced by the Security Instrument, and Borrower's abiligation to pay the sums sourced by the Security Instrument, and Borrower's challengt in reinstatement sums and expenses in one or more of the following forms, as selected by Lender; (a) cash; (a) money order; (c) certified check, barded, the context of the conte

INDIANA--Single Family--Fannie Mae/Freddie Mac UNIFORM\*INSTRUMENT Form 3015 1/01 Ellie Mae, 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 right to reinstate shall not apply in the case of acceleration under Section 18.

20. Sale of Note; Change of Loan Servicier; Notice of Grievanea, The Note or a partial interest in the Note (optier with this Security instrument) can be sold one or more times without prior notice to Borrower. As ale might result in a change in the entity (frown as the "Loan Service") that collects Perdoic Peryments due under the Note and Kis Security Instrument and performs other mortgage loan servicing obligations under the Note, his Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. Servicer there is a change of the Loan Servicer place of the Loan Servicer unrelated to a sale of the Note. Servicer the decides to which payments should be made and any other formation RESPA. Continue the Note of the Instrument, and the Note of the Instrument is the Note of the Instrument in the Note of the Note of the Instrument in the Note of the Instrument in the Note of the Instrument in the Note of the Note of the Note of the Instrument in the Note of the Note of the Instrument in the Note of the Instrument in the Note of the

Neither Borrower nor Lender may commence, join, or be joined to any judical 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 or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security instrument, until such 190 security of the security instrument of Section 190 security of the security instrument, until such 190 security of the security instrument of Section 190 security of the security instrument of Section 190 security of the security of the provided for any other security of the sec

21. \*\*Hazardous Substances. As used in this Section 21: (a) \*\*Hazardous Substances\* are those substances soldined a toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances; gasoline, kerosene, other [harmable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing absolute or filmstilibrity on an Industrial control training absolute or filmstilibrity on an Industrial control training absolute or filmstilibrity on an Industrial control training and the second of the second and the second and

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, or in the Property, Borrower shall not do, nor allow appreced so to do, arrythms affecting the Property, (a) that is, in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presenge, use, or release of a Hazardous Substance, or case is a condition that adversely affects the value of the Property, The givenoity two centrences shall not apply to the presence, use, or accessed only as the contract of the property of the presence, use, or accessed only the presence, use, or accessed only the presence, use, or accessed only the presence of the property of the presence of the pres

Borrower shall promptly give Lender written piotes or (a) any Investigation, claim, demand, lawaut or other action by any governmental or regulatory agency or private past privatoring the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, cliendage, release or threat of Pollease, afearly Heardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower larens, or solfield by any overnmental or negalizery authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is recessary. Borrower shall promptly false all necessary Environmental Celeardous Substance affecting the Property is repressary.

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

22. Acceleration: Remedies. Lender shall give notice to Borrower priorito acceleration following Borrower's preach of any covenant or agreement in this Security Instrument (but in topinor to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default. (b) the action required to cure the default. (c) a date, not less than 30 days from the date the notice is given to Borrowing. By which the default untust be cured; and (d) that failure to cure the default on or before the date specified in this notice may result in acceleration of the sums secured by this Security Instrument, force(sure by indical) proceeding after leads of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the force(soure) proceeding the non-existence of a default or any other defense of Borrower to acceleration and the right to assert in the force(soure than the contraction of the sums secured by this Security Instrument without further command and many fine close this Security Instrument without further command and many fine close this Security instrument without further command and many fine close this Security instrument without further command and many fine close this Security instrument without further command and many fine close this Security instrument without further command and many fine close this Security (and in this Security C22, including, but not limited to, reasonable attorneys' fees and costs of attile gividence.

23. Release, Upon payment of all sums secured by this Security schrement.

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

24. Waiver of Valuation and Appraisement. Borrower waives all right of valuation and appraisement.



#### NO TOTAL DOCUMENT

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:

8/16/21<sub>(Seal)</sub> State of County of Lake NDA LUEBCKE, (name of signer), and Before me the undersigned, a Notary Public for county of residence) County, State of Indiana, personally appeared AMA acknowledged the execution of this instrument this \_\_\_\_\_\_ day of \_\_\_\_\_ My commission expires (Notary's signature) County of residence KALLE BANSKE Notary Public, State of Indiana (Printed/typed name), Notary Public Lake County <sup>©</sup> SEAL Commission # 693928 My Commission Expires February 01, 2025 NEUGED 1018 CEPTUSON CCC PLST Lender: American Internet Mortgage, Inc. NMLS ID: 2890 Broker: NMLS ID: 2890 Loan Originator: Kenneth Taillac NMLS ID: 2042839 INDIANA--Single Family--Fannie Mae/Freddle Mae UNIFORM INSTRUMENT Form 3015 1/01 Ellie Mae, Inc



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

THIS DOCUMENT WAS PREPARED BY: REYNA JAUREGUI AMERICAN INTERNET MORTGAGE, INC. 4121 CAMINO DEL RIO S SAN DIEGO, CA 92108

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



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MIN: 1002242-1234843727-7

#### PLANNED UNIT DEVELOPMENT RIDER

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

(the "I ender")

of the same date and covering the Property described in the Security Instrument and located at: 1357 Golden Leaf Lane, Schererville, IN 46375.

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 AUBURN MEADOW

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

PUD COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

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

B. Property Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the Property which is satisfactory to Lender and which provides insurance coverage in the amounts (including deductible levels), for the periods, and against loss by fire, hazards included within the term "extended coverage," and any other hazards, including, but not limited to, earthquekes 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 Lenderrequires as a condition of this waiver can change during the term of the loan. Borrower shall give Lender prompt notice of any lapse in required property

insurance coverage provided by the master or blanket policy.

In the event of a distribution of property insurance proceeds in lieu of restoration or repair following a loss to the Property, or to common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender. Lender shall apply the proceeds to the sums secured by the Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

C. Public Liability Insurance. Borrower shall take such actions as may be

reasonable to ensure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

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

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

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

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

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

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AIFORM IS. MULTISTATE PUD RIDER--Single Family--Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3150 1/0 Page 2 of 2 Ellie Mae, Inc



# NOTAN OFFICIAL DOCUMENT

THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN THE COUNTY OF LAKE IN THE STATE OF INDIANA, TO WIT:

LOT 105 IN ESTATES OF AUBURN MEADOW PHASE I. AN ADDITION TO THE TOWN OF SCHERERVILLE, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 92, PAGE 36, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA,

TAX ID NO:45-11-08-303-001.000-036

BEING THE SAME PROPERTY CONVEYED BY WARRANTY DEED

GRANTOR: DANIEL W. ELLINGHAUSEN GRANTEE: AMANDA LUEBCKE, INDIVIDUALLY

DATED: 06/23/2021 RECORDED: 06/25/2021 DOC#/BOOK-PAGE 2021-515308 / NA

2AF LANE,
THO OF LARE COUNTY RECORDER ADDRESS: 1357 GOLDEN LEAF LANE, SCHERERVILLE, IN 46375-1280

END OF SCHEDULE A

This page is only a part of the 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions.