Total Fees: 55.00 Bv: KNK Pg #: 13

FILED FOR RECORD GINA PIMENTEL RECORDER

When recorded, return to: First Midwest Bank Attn: Final Document Department 300 North Hunt Club Road Gurnee, IL 60031 800-322-3623

Title Order No.: 2123007

LOAN #: 2100053749

Space Above This Line For Recording Datal -

MORTGAGE

MIN 1012094-0000042695-4 MERS PHONE #: 1-888-679-6377

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16. (A) "Security Instrument" means this document, which is dated October 8, 2021, together with all Riders to this document.

(B) "Borrower" is MICHAEL A GULLETTE AND NICOLE M GULLETTE, HUSBAND AND WIFE.

Borrower is the mortgagor under this Security Instrument. (C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely

as a nominee for Lender and Lender's successors and assigns. MERS is the mortgagee under this Security Instru-ment. MERS is organized and existing under the laws of Delaware, and has mailing address of P.O. Box 2026, Flint, MI 48501-2026 and a street address of 1901 E. Voorhees Street, Suite C, Danville, IL 61834. MERS telephone number is (888) 679-MERS.

(D) "Lender" is First Midwest Bank.

Lender is a State Bank. Illinois.

Floor, Gurnee, IL 60031.

organized and existing under the laws of Lender's address is 300 N. Hunt Club Rd. 2nd

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

Initials: N. G. M.B. INEDEED 1016 INEDEED (CLS) 10/07/2021 07:35 AM PST



NO TOTAL PARTY OF THE PROPERTY OF THE PROPERTY

			LUA	#: 2100053740
(E) "Note" means the promi states that Borrower owes Le	ender TWO HUNDRED EIG	HTY ONE THOUSAN		The Note D NO/100* * * * * 0.00)
plus interest. Borrower has pr November 1, 2051.	omised to pay this debt in reg	ular Periodic Paymer	nts and to pay the debt in	full not later than
(F) "Property" means the po (G) "Loan" means the debt of the Note, and all sums due u	evidenced by the Note, plus i inder this Security Instrumen	interest, any prepayn t, plus interest.	nent charges and late ch	arges due under
(H) "Riders" means all Ride be executed by Borrower [ch	eck box as applicable]:		by Borrower. The follow	ing Riders are to
☐ Adjustable Rate Rider ☐ Balloon Rider ☐ 1-4 Family Rider ☐ V.A. Rider	Condominium Ri Planned Unit De	velopment Rider	☐ Second Home Rid ☐ Other(s) [specify]	ler
(i) "Applicable Law" mear administrative rules and orde lons.				
(J) "Community Association that are imposed on Borrowe nization.	on Dues, Fees, and Assessi or or the Property by a condo	ments" means all du minium association, l	es, fees, assessments a homeowners association	nd other charges n or similar orga-
(K) "Electronic Funds Tran similar paper instrument, white tape so as to order, instruct, o limited to, point-of-sale transf	ch is initiated through an ele- or authorize a financial institut fers, automated teller machin	ctronic terminal, telep tion to debit or credit a	phonic instrument, comp an account. Such term in	uter, or magnetic cludes, but is not
and automated clearinghouse (L) "Escrow Items" means (M) "Miscellaneous Proceed	those items that are describ ds" means any compensatio	n, settlement, award		
party (other than insurance pr of, the Property; (ii) condemn tion; or (iv) misrepresentation	nation or other taking of all or ns of, or omissions as to, the	any part of the Prope value and/or condition	erty; (iii) conveyance in li on of the Property.	eu of condemna-
(N) "Mortgage Insurance" (O) "Periodic Payment" me (ii) any amounts under Section (C) "PERIODA"	eans the regularly scheduled on 3 of this Security Instrume	amount due for (i) po ent.	rincipal and interest und	er the Note, plus
(P) "RESPA" means the Relation, Regulation X (12 C.F.F legislation or regulation that grequirements and restrictions not qualify as a "federally relation."	R. Part 1024), as they might governs the same subject has s that are imposed in regard ated mortgage loan" under R	be amended from tim atter. As used in this S to a "federally relate ESPA.	ne to time, or any addition Security Instrument, "RE ad mortgage loan" even	nal or successor SPA" refers to all if the Loan does
(Q) "Successor in Interest of has assumed Borrower's obli	of Borrower" means any ba igations under the Note and/	rty that has taken title or this Security Instru	to the Property, whethe ument.	r or not that party
TRANSFER OF RIGHTS IN This Security Instrument secu- of the Note; and (ii) the perform For this purpose, Borrower do successors and assigns) and County	ures to Lender. (i) the repaym mance of Borrower's covenan ses hereby mortgage, grant ar d to the successors and ass	its and agreements un nd convey to MERS (s	ider this Security Instrum colely as nominee for Len llowing described prope	ent and the Note. der and Lender's
[Name of Recording Jurisdiction]: SEE LEGAL DESCRIPTION		-		
APN #: 45-16-20-426-010.0	00-042		.00	
			~O,	5
			Ť	O _O ,
				₹
which currently has the addre	ess of 12962 Hayes St, Cr	own Point,		
Indiana 46307-3160 [Zip Code]	(*Property Address*):			[Street] [City]
		lacements and addition	ons shall also be covere	d by this Security

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agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nomines for It under and It ender's successors and assigns has the right. In 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, 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 selsed of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any 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 whend use the principal of, and interest on, the dotte videnced 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 ha Note and this Security Instrument shall be made in U.S. currone, Phowever, if any check or other instrument received by lengther as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that anytic of all subsequent payments due under the Note and this Security Instrument is made in one or more of the dairy of all subsequent payments due under the Note and this Security Instrument is made in one or more of the cashier's chief, provided any such check is drawn upon as institution whose deposits are insured by a Reddard agency.

Payments aris deemed received by Lender when received at the location designated in the Note or at such other location as may be dissignated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment of partial payment of partial payment or partial payment in sufficient to bring the Loan current. Whost valver or any right he hearunder or prejudice to its rights to freitise such payment or partial payments in the future, but Lender is not obligated to apply such payments as the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay integestion unapplied funds. Lender may hold such unapplied funds will Borrower makes payment to bring the Loan current II Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrowgi. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately pitric for foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrisver from making payments due under the Note and this Security Instrument.

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

If Lender receives a payment from Borrower for a delinguent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delineur payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any playment freelived from Borrower to the repayment of the Periodic Payments if, and to the excent that, each payment can be paidle fulfi. Iff. If the extent that any excess exists after the payment is applied to the fulf payment of one or more "actionic Payments" as undexcess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment follingues and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous 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 _ender 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 falls 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 seceed the maximum amount all ender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow (letters or otherwise in accordance with Andicable Law.



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The Funds shall be held in an institution whose deposits are insured by a foderal agency, instrumentally, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Lone Bank: Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the secrow account, or verifying 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 requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest hall be paid on the Funds. Lender shall not sa required and be paid on the Funds. Lender shall not sa required the paid on the Funds. Lender shall not sa required the state of the Punds Lender shall be paid on the Funds. Lender shall not say that the paid on the Funds. Lender shall not say the paid on the Funds that the paid on the Funds Lender shall give to Borrower, without charge, an annual accounting of the Funds as required the funds.

If there is a surplus of Funds held in secrow, 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 secrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in secrow, as defined under RESPA, but in no more than 2 monthly payments. Secrept the secrept 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, lines, and impositions attributable to the Property within can artialin priority over this Security instrument, less-shool 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 lens, Borrower shall grow them in the memor crowided in Section 3.

Borrower shall promptly discharge any lein which has priority over this Security Instrument unless Borrower. (a) a grees in writing to the lapyment of the obligation secured by the lein in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in legal proceedings which in Lender's cpnion operate to preven the enforcement of the lien while those proceedings are pending, but only ungless are concluded; or (c) secures from the holder of the lien an agreement statisticity to Lender subordinglang his lein to this Security instrument. It lender determines that any part of the Property instrument. It lender determines that any plant of the Property control to all which are all that privative over this Security instrument. Lender may give Borrower a notice identifying the actions set forth above in this Section 4.

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

5. Property Insurance. Borrows shall keep the improvements now existing or hereafter excised on the Property insurance against loss by fire hazards including which the term 'obstanced coverage,' and any other hazards including insurance against loss by fire hazards including which the term 'obstanced coverage,' and any other hazards including not not limited to, earthquakes and floods, for which lander requires insurance. This insurance shall be maintained in the proceeding sentences can change during the term of the Loan. The insurance carrier provides provides a shall be proceeding sentences can change during the term of the Loan. The insurance carrier provides a shall be shooted by Hornover subject to Lender's right to disapprove Berower's choice, which right shall not limited to sonably. Lender may require Borrower to pay, in connection with the Loan, either, (a) a one-time charge for flood zone determination, and cartification and tracking services, or (b) a nee-time change for flood zone determination are cartifications. By the charge sent time remappings or similar changes occur which reasonably might affect such determination or cartifications. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrowerfalls to maintain any of the coverages described above, Lingfar finity obtain insurance coverage at Lender's option and Borrower's expense. Londer is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Berrower, Borrower's equily in the Property, and the contract of the Property, against any risk, hazard or liability and might provide givester or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage according to the contract of the contr

All insurance policies required by Lender and renewals 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 mortgagee andiger as, an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any from of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. L'ender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect shall be Property to ensure the evort has been completed to Lender's security in provided that such inspection shall be undertaken Property to ensure the evort has been completed to Lender's security in provided that such inspection shall be undertaken prometic as the work is completed proceeds. Londer shall not be required to the payment or in a series of progress payments as the work is completed by the payment of the payment or in a series of progress payments as the work is completed by the payment of the payment or in a single payment or in a series of progress payments as the work is completed by the payment of the payment or in a series of progress payments as the work is completed by the payment of the payment or in a series of progress payments and the work is completed and the payment or in a single payment or in a series of progress payment is a series of progress payments and the work is completed to the payment or in a single payment or in a series of progress payments and the work is completed to be payed on the payment or in a single payment or in a series of progress payment is a series of progress payments and the payment or in a single payment or in a series of progress payments and the payment or in a series of progress payments and the payment or in a single payment or in a single payment or in a series of progress payments and the payment or in a single payment or in a series of progress payments an



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If Borrower abandons the Property, Lender may file, 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 33-day period will begin when the notice is given, in either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Insurance, and (b) any other of Borrower's rights (other than the right to any return of uncertainty paid to the Court of the Property Lender may use the insurance proceeds either for repair or redore the Property or to pay amounts unpaid under the Note or this Security Insurance unpaid unpaid under the Note or this Security insurance, when the Note or not then disc.

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 extenuating orcumatances exist which are beyond Borrower's portnot.

7. Preservation, Maintenance and Protection of the Property; Inspections, Borrower shall not destroy, damage or impair the Property, allow the Property to develorate or commit waste on the Property, Whether or not Borrower is residing in the Property. Borrower shall maintain the Property in order to 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 is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If illustration condemantation proceeds are paid in connection with damage to, or the stategor of the Property, Borrower shall be presented by the Property only if Lender has released proceeds for such purposes. Lender pray disburse proceeds for the repairs and restoration in a significant process of the property only if Lender has released proceeds for such purposes. as the work is completed. If the insurance or condemantation proceeds are not sufficient to repair or restore the Property, Borrower is for injected of Borrower's obligation for the completion of such regair or restoration.

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 entitles sking at the direction of Borrower or with Borrower's knowledge or consent gave materially laise, misleading, or inaccurate 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 coverante 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 bankrupty, probate, for conderingation or forfollure, for endorsement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property, and securing and/or repairing way do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property, and securing and/or repairing in very law of the Property, and securing and/or repairing in outr, and (c) paying reasonable attorneys fee to protect its interest in the Property and/or right under this Security Instrument, including its secured position in a bankrupty proceeding. Securing the Property Induces, but is not imitted to, entering the Property to relate the processing of the Property and the Property of the Property and the Property conditions of adaptive conditions of the property conditions and have utilities turned on or off. Although Lender may like algority under this Section 1, lender does not have to do so and is not under any duty or obligation to so. It is agreed that Lander to leastly from the talking any or all actions authorized under this Section 9.

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

If this Security instrument is on a leasehold, Borrower shall comply with all the plowisons of the lease. Borrower shall not surrender the leasehold estate and interests herein conveyed or terminate or clining the ground lease. Borrower shall not, without the express written consent of Lender, alter or armend the ground lease, 1.88 grower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the figridgr 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 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 insurers 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 arrivation of the original set of the Note, another insurer, any reinsurer, any other entity, or any other form (or might be characterized as) a portion of Borrower's payments for Morage Insurance, in exchange for sharing or modifying the mortgage insurance, in exchange for sharing or modifying the mortgage insurance, it six, or reducing losses, it such agreement provides that an affiliate of Lender takes a share of the insurer's risk in such agreement provides that an affiliate of Lender takes a share of the insurer's risk in the new orders are the surface of the

Insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the promisums paid to the insurer, the arrangement is often termed "captive reinaumon." 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 not form or any other terms of the Loan. Such agreements will not increase the amount Borrower will once 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 Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage paramete, to have the Mortgage insurance to have the Mortgage insurance to the wind the Mortgage insurance premiums that were unearned at the time of such cancellation or termination.

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

If the Property is damaged, such Miscolaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration in repair is exonomically feasible and Lender's security is not lessened. During such repair and restoration period, Lender's heart have the right to hold such Miscolaneous Proceeds until Lender has had an opportunity to impact such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promitiply. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the lyen's completed. Unless an agreement is read in writing or Applicable Law requires interest to be paid on such Miscolaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscolaneous Proceeds in the restoration or repair is not economically feasible or Lender's security would be leaved, the Miscolaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not of the Control of the Control of the Proceeds shall be applied in the order provided for in Section 2.

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

In the event of a partial taking, destruction, of loss in value of the Property in which the fair market value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the surns secured by this Security instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the most of the Miscellaneous Proceeds multipled by the following fraction (a) in total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrow.

In the event of a partial taking, destruction, or loss in value. Any brailing state be paid to portrover.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value uniess Borroyer 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 did not support the partial taking.

If the Property is abandoned by Borrower, or if, after notice by Lender, be Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for dramage, Biforwer fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security internment, whenever or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or oriminal, is begun that, in Lender's judgment, could result in fortelizer of the Property or other material impairment of Lender's interest in the Property or nights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment; precludes refrequer of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for diamages 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: Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of another socured by this Security Instrument granted by Lender to Borrower or say Successor in Interest of Borrower and Interest of Borrower or Interest of Borrower and Interest of Borrower and Interest of Borrower or Interest of Borrower or Interest of Borrower and Interest of

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



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Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument, and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covernants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of lender.

14. Loan Charges. Londer 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 Society Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees, in regard to any other fees, the absence of express suthority in this Security instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or differ loan charges collected or to be collected in connection with the Loan exceed the permitted limits, with such as exceeding the permitted limits, the loan exceeding the permitted limits, and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make disjustified now proved the permitted limits will be refunded to Borrower. Lender may choose to make disjustified now the folial permitted limits will be refunded as a partial prepayment without any prepayment charge (whether or not a prepayment ghape is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower's (Indianative a water or any right of each of Borrower right have arising out of such overchange).

15. Notices, All polices given by Borrower or Lender in connection with this Security instrument must be in writing, Any notice to Borrower inconnection with this Security instrument shall be deemed to have been given to Borrower when mailed by first class mail of 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, Leaw expressly requires otherwise. The notice address shall be the Properity Address unless Borrower has designated a substitute notice address by notice to Lender Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address. If Lender specifies a procedure on the properity only it period for the properity of the proper

16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which he Property is located. All rights and obligations contained in this Security instrument are subject to any requirements and limitations of Applicable Law Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construct as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the confliction conflicts.

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

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

18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18. Interest in the Property means any legal or beneficial interest in the Property including, but notified into those beneficial interest is but transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Bornwer is not a netural person and a beneficial interest in Bornwer is sold or transferred (whote Lender's provin within occasent, 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 unchanged.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall give give a period on to less than 30 days from the date the notice is given in accordance with Section 6 stwith which Borrower must pay all sums secured by this Security Instrument. If Borrower falls to pay these sums prior to the expiration of this period, Lender may invoke any remodels permitted by this Security Instrument without further motion or demand on Borrower.

19. Borrower's Right to Reinstate Attar Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to be certilest 0; (a) five days before sale of the Property pursuant to Section 22 of this Security Instrument, (b) such other period as Applicable Law might specify or 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 Notes as if no acceleration and occurred; (b) cure any default of end yother coverants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fiess, property reasonable advances of the Company of t



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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 enistate shall not apply in the case of acceleration under Section 18.

20. Sale of Note; Change of Loan Servicer; Notice of Grievanco. The Note or a partial interest in the Note (orgater with its Security Instrument) can be sold one or more times without prior notice to Borrower. As ale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and periorms other mortgage ions servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change with will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA equiles in commencion with a notice of transfer of saviving, If the Note is sold and threather the Loan is serviced by a full payment of the Note of t

Neither Borrower not Lender may commence, join, or be joined to any judicial action (as either an individual litigand or the member of a class) that sinces from the other party's actions pursuant to his Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 150 ris such alleged breach and afforded the other party (with such notice given in compliance with the requirements of Section 150 ris such alleged breach and afforded the other party (with such real seasonable period defined action and the party of such notice to take correcting action. If Applicable Law provides a time period with of acceleration adopted on a continuous propriety of the party of such and acceleration and opportunity to cure (given) to Borrower pursuant to Section 22 and the notice of acceleration applied to setsify the notice and opportunity to take corrective action provisions of this Section 15 and 16 defined to setsify the notice and opportunity to take corrective action provisions of this Section 15 and 16 defined to setsify the notice and opportunity to take corrective action provisions of this Section 15 and 16 defined to setsify the notice and opportunity to take corrective action provisions of this Section 15 and 16 defined to setsify the notice and opportunity to take corrective action provisions of this Section 15 and 16 defined to setsify the notice and opportunity to take corrective action provisions of this Section 15 and 16 defined to setsify the notice and opportunity to take corrective action provisions of this Section 15 and 16 defined to setsify the notice and opportunity to take corrective action provisions of this Section 15 and 16 defined to setsify the notice and opportunity to take corrective action 25 and 25 a

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances gesoine, as toxic or hazardous substances, pollutant, or wastes by Fenirormental Law and the following substances; gesoine, kerosene, other filmmable or toxic perioduce my products, toxic pesticides and herbicides, volatie sokvents, materials containing asbests or formalizely one of the production of the production of the purisdiction where the "froperty is located that relates to health, safety or environmental Derection, (or "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law, and (d) en Environmental Condition" means a condition that can cause, contribute or or otherwise thinger en Environmental Cleanup.

Borrower shall not cause oil septimit the presence, use, disposal, storage, or release of any Hazardous Substainces, or of in the Property. Borrower shall not do, nor allow anyone else to of on anything affecting the Property (a) that is in violation of any Environmental Law, (a) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substaince, creates a condition that adversely affects the value of the Property. The preciping you sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substainces that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property including, but not limited to, hazardous substainces in consumer products).

Borrower shall promptly give Lender witten notice of (a) any investigation, claim, demand, inseut or other section by any governmental or regulatory agency or private pasty involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, cliendarge, release or threat of release of any Environmental Condition, including but not limited to, yet pelling, leaking, cliendarge, release or threat of release of any Hazardous Substance which adversely affects the value of the Property. If Borrower lasms, or in notified by any governmental or regulatory authority, or any private party, that any removal or other remedial actions in a coordinator with Environmental Law. Nothing height shall crow pollogation on Lender for an Environmental Celeanu.

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

22. Acceleration: Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to be acceleration under Seculeration and Communication of the sums secured; and (d) that failure to cure the default to nor before the date specified in the notice study result in acceleration of the sums secured by this Security instrument, for occleave by ty dickled proceeding and sels of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to asset in the foreclosure proceeding the non-existence of a default or any other defenses of Borrower to acceleration and foreigness. If the default is not cured on or before the date specified in the notice, Lender at its option may require immidiate payment in full of all sums secured by this Security instrument without turther demand and may foreclose with security instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remadels provided in this Security.

23. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security party for services rendered and the charging of the fee is period to a third party for services rendered and the charging of the fee is period to a third party for services rendered and the charging of the fee is period to a third party for services.

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



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BY SIGNING BELOW, Borrower accepts and ment and in any Rider executed by Borrower and Witnesses:	LOAN #: 2100053746 agrees to the terms and covenants contained in this Security instru- recorded with it.
Michael a Gullette	
NICOLE M GULLETTE	No S 2 (Seal
County of LAKE SS: Before me the undersigned, a Notary Pub- county of residence) County, State of Indiana, CULLETTE, (name of signer), and acknowledg	personally appeared MICHAEL A GULLETTE AND NICOLE M
My commission expires: 3 3 30 3034 County of residence: Lake Commission no. 698335	(Notary/s signature)
Lender: First Midwest Bank NMLS ID: 423112 Loan Originator: Shawn W Yelsley NMLS ID: 378404	COMMETTER BOOKE ELEMENTER BOOKE Nown Yorks from der Indens Lake Copyr for Committee Expense or 27, 2005

INDIANA-Single Family-Famile Mae/Freddie Mac UNIFORM INSTRUMENT Form 3015 1/01 Ellie Mae, Inc. Page 9 of 10 Initials: NEDEED 1016 INEDEED (CLS) 10/07/2021 07:35 AM PST



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LOAN #: 2100053749

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.

Debble Mehon
First Midwest Bank

THIS DOCUMENT WAS PREPARED BY: DEBBIE MAHON FIRST MIDWEST BANK 300 NORTH HUNT CLUB ROAD GURNEE, IL 60031

INDIANA-Single Family-Famile Mae/Freddle Mac UNIFORM INSTRUMENT Form 3015 1/01 Ellie Mae, inc. Page 10 of 10 Initials: \(\sigma \operatorname{\text{G}}\) \(\sigma \operatorname{\text{M}}\) \(\sig



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EXHIBIT "A" LEGAL DESCRIPTION

File No.: 2123007

LOT 56 IN THE REGENCY, UNIT NO. 2, PHASE ONE, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 103 PAGE 19. IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

The 13 PAGE.

Propositive Of Lake County Recorder

File No.: 2123007 Exhibit A Legal Description

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LOAN #: 2100053749 MIN: 1012094-0000042695-4

PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 8th day of October, 2021 and is incorporated into ad shall be deemed to amend a 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 Midwest Bank. a State Bank

(the "Lender")

of the same date and covering the Property described in the Security Instrument and located at: 12962 Hayes St, Crown Point, IN 46307-3160.

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 The Regency

(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 performatior floorrower'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 "blanker 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 yearty premium installments for property insurance on the Property; and (ii) Borrower's obligation under Section 5 to maintain property insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

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

Borrower shall give Lender prompt notice of any lapse in required property

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insurance coverage provided by the master or blanket policy. In the event of a distribution of poperty insurance proceeds in lieu of rescration 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 Mae/Freddie Mac UNIFORM INSTRUMENT Form 3150 1/01
Elile Mae, Inc. Page 1 of 2 F3150RDU

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LOAN #: 2100053749

- 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 leu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Section 11.
- Security Instrument as provided in Section 11.

 E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's Prior 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 abandorment or termination of the PUD, except for abandorment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking the condemnation or eminent domain: (ii) any amendment to any provision of the Constituent Documents' if the provision is for the express benefit of Lender, (iii) termination of professional management and assumption of self-management of the Owners'Association: or (iii), dany, 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.

Michael a Gullette	/ <i>o/j5/2- </i> (Seal)
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