## OT AN OFFICIAL DOCUMENT

GINA PIMENTEL RECORDER STATE OF INDIANA LAKE COUNTY FILED FOR RECORD 2021-068886

2021 Nov 29 8:33 AM

(Space Above This Line for Recording Data) OPEN-END MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on August 20, 2021 The mortgagor is

LARRY D STASSIN AND SUSAN A STASSIN

XXXXXXXXX8421

Whose address is: 1855 OAK ST W, GRIFFITH, IN, 46319-0000. ("Borrower"). This Security Instrument is given to FIFTH THIRD BANK, N.A. (WESTERN MICHIGAN) which is a federally chartered institution and whose address is

1850 FAST PARIS GRAND RAPIDS, MI 49546 Borrower owes Lender the principal sum of Forty Eight Thousand AND 00/100

("Lender").

). This debt is evidenced by Borrower's note dated the same date as this Security Instrument Dollars (U.S. 48,000.00 ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on 08/25/51.

TO SECURE to Lender (a) the repayment of the Indebtedness evidenced by the Loan Documents and any extensions or renewals thereof, with interest thereon, the payment of all other funds, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, or contained in the Loan Documents or any document executed in connection therewith, and (b) the repayment of any and all other loans, advances or indebtedness of Borrower owed to Lender and all affiliates of Lender of any nature whatsoever (collectively the "Obligations") and (c) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to Item 22 hereof (herein "Future Advances"), Borrower does hereby mortgage, grant and convey to Lender, with mortgage covenants, the following . State of INDIANA to wit (herein. described property located in the County of LAKE

the "Real Estate"): which has the address of ("Property Address");

SEE ATTACHED EXHIBIT "A" 1855 W OAK ST , GRIFFITH, IN 46319-0000

TOGETHER WITH all the improvements now or hereafter erected on the Real Estate, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, and all fixtures now or hereafter permanently attached to, the Real Estate, and all right, title and interest of Borrower in and to the land lying in the streets and roads, in front of and adjoining the Real Estate, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Real Estate covered by this Mortgage; and all of the foregoing, together with said Real Estate (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property".

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant, and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend the title of the Property against all claims and demands.

37475894

Form 3036 9/90

(page 1 of 6)

ILI1 (11/19)

### NOT AN OFFICIAL DOCUMENT

COVENANTS. Borrower and Lender covenant and agree as follows:

COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal and the interest on the Indebtedness evidenced by the Loan Documents, any outeraions or removeds thereof, propayment and late charges as provided in the Loan Documents. Any Future Advances, Obligations or offers arms secured by this Mortgage.

2. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Proparty insured against loss by fire, heazer's included within the term" obtained coverage," and such other hazards as Lender may require or as may be required by applicable law (including flood insurance required by Item 28 hereof), and in such amounts and for such perfect as Lender may require for as may be required by applicable law. Coverage in the Insurance and the Insurance shall be chosen by Borrower, subject to approval by Lender, provided that covered the Insurance carrier and insurance protection of the Insurance shall be chosen by Borrower, subject to approval by Lender. All Insurance protects and the Insurance shall be chosen by Borrower, subject to approval by Lender. All Insurance protects and the Insurance shall be chosen by Borrower shall give prompt notice to the insurance carrier and insurance protects of self-the ander. Lender in Insurance protects of self-the ander the Insurance carrier and insurance protects for self-the ander chosen shall be a protected to self-the and compromise any insurance claims or bring suit to recover fitterunder. Insurance claims or bring suit to recover fitterunder insurance protects of self-the ander claims or bring suit to recover fitterunder. Insurance claims or bring suit to recover fitterunder insurance claims or bring suit to recover fitterunder. Insurance claims or bring suit to recover fitterunder insurance claims or bring suit to recover fitterunder. Insurance claims or bring suit to recover fitterunder insurance claims or bring suit to recover fitterunder. Insurance c

one note or other debt instrument, at Lender's option, payments may be applied on any of the outstanding notes, or concurrently or more than one of the outstanding notes.

6. Preservation and Maintenance of Property; Leasehold; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or planned unit development. Borrower shall perform all of Borrower's obligations under the declaration of commiss creating or planned unit development. Borrower shall perform all of Borrower's obligations under the declaration of commiss creating or governing the condominium or planned unit development. The property of the condominium or planned unit development and the by-laws and regulations of the condominium or planned unit

governing the condominium or planned unit development, and the by-laws and regulations to decontamination between development, and the by-laws and regulations to decontaminate of the development, and the processing the processing of the processing the commenced with materially affects Lender's interest in the Property, including, but not include, or If any advant or proceeding is commenced with materially affects Lender's interest in the Property, including, but not limited, or a particular to the processing of the processing of

#### OT AN OFFICIAL DOCUMENT

8. Environmental Laws. (a) Except as set forth in Exhibit 8 (a) hereto, Borrower has obtained all permits, Licenses and other authorizations which are required under any now existing or hereafter enacted or amended federal, stafe, or local statute, ordinance, code or regulation affecting the environment [Laws.] and, to the best of Borrower's Nowledge, Borrower is in compliance in all material respects with all terms and conditions of the required permits, liceses and authorizations, and is also in compliance in all material respects with all other limitations, restrictions, conditions, standards, prohibitions, required permits, liceses and authorizations, and is also in compliance in all material respects with all other limitations restrictions, conditions, standards, prohibitions, required from the state of the

in any way to Environmental Laws; and

in any fives to Environmental Laws; and to deemed to assume any liability or obligation or duty to clean-up or dispose of wastes on or relating to the Property. Borrower agrees to remain fully liable and will indemnify, defend and hold Lender harmless from any and it costs, losses and segeness (including, without limitation attorney's feet) feating to any Environmental Laws or Borrower's breach of any of the foliagoing representation or warranties. The provisions of this Item 8 will survive the release or satisfaction of this Morrigardy. In Special Property, provided that Lender shall give Borrower notice prior to any inspection specifying reasonable cause therefore related to Lender's interest, in the Property. Additionally, Lender shall have the right to inspect the books and records of the operation of the Property and make copies thereof during normal business hours and upon notice to Borrower. Borrower shall keep its books and records in the control of the property and make copies thereof during normal business hours and upon notice to Borrower. Borrower shall keep its books and records in a control of the property and make copies thereof during normal business hours and upon notice to Borrower. Borrower shall keep its books and records in a control of the property should the same be income-producing, Lender and the property and the property and the property should the same be income-producing, Lender and the property should the same be income-producing, Lender and the property and the property should the same be income-producing. Lender and the property and the property should the same be income-producing. Lender and the property should the same be income-producing. Lender and the property should the same be income-producing. Lender and the property should the same be income-producing. Lender and the property should the same be income-producing. Lender to the property should the same be income-producing. Lender to the property should the property should the same be income-producing. Lender to the property

audited statement of condition and profit and loss statement for the Property for the preceding fiscal year, prepared and certified by a certified pullic accountant exceptable to Lender, and a certified pullic accountant exceptable to Lender, and the property of the property or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. No awards or subspinents shall be accepted without Lender, both condemnation, are hereby assigned and shall be paid to Lender. No awards or subspinents shall be accepted without Lender, both condemnation, are hereby assigned and shall be paid to Lender. No awards or subspinents shall be accepted without Lender, both condemnation, are hereby assigned and shall be paid to Lender. No awards or subspinents shall be accepted without Lender and the condemnation of the condemnation and the condemnation of Lender is not satisfied with the adequacy of collateral for any remaining indebtedness, Lender may without further demnation or notice lect to declare the whole of the remaining indebtedness immediately due and payable and may invoke any of the remedies afforded it by law, and/or by this Mortgage, including those permitted by then Ti hereon.

The Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of any installment payments referred to in learn I hereof or change the amount of such installments.

11. Borrower Not Released. Extension of the time for payment or modification of amortization of the sums secured by

Unless Lender and Borrower otherwise agree inwirting, any application of proceeds to principal shall not extend or pospone the die date of any installment payments referred to in them? I hereof or chenge the amount of such installments proceed to proceed the provision of the pr Form 3036 9/90 (page 3 of 6) ILI3 (12/15)

#### IOT AN OFFICIAL DOCUMENT

If Borrower herein is other than an individual or individuals acting on their own behalf, any change in the legal or beneficial ownership of such Borrower or entity which changes the identity of any person or persons having, directly or indirectly, more than 10% of either the legal or beneficial ownership of either such Borrower's, such entity, or the Property, shall be deemed to be a transfer within the meaning of this Item. Such transfer shall not be made, created, or suffered to be made

shall be deemed to be a transfer within the meaning of this Item. Such transfer shall not be made, created, or suffered to be made or created, without Lender's prior written consent.

18. Acceleration: Remedies. Upon the occurrence of an Event of Default (as defined in the Loan Documents) or a default in the payment of the Indebtedness, the Obligations or Future Advances hereby secured or any part thereof in accordance with the terms of this Mortgage, of the aforesaid Loan Documents or of any other document, or interest of the Comment of the Indebtedness of the Indebtedness or Obligation, or upon the payment of the Professor of the Indebtedness or Obligation, or upon the Indian or any lend to the satisfaction of Lender within a period of 30 days of the Indian or institution of any proceeding to enforce the lien or charge upon the Property or any part thereof the Indian of Indian or the Indian of Indian or Indian

the Lender, at Lender's option, may declare an or use sums secured by the horizontal control to the Borrower, and percept shall been interest at the highest rate permitted to be charged on delinquent installments of principal and interest under the Laan Documents or the highest rate allowed by law, and this Mortgage shall become absolute and subject to foreclosure, Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, costs of detumentary evidence, abstracts, title reports and reasonable attorney's fees.

19. Borrower's Right to Redeem, Borrower shall have such rights of redemption as are provided by the law of the State where the Property is located.

20. Dower, Borrower convenants that all dower interest, if any, in and to the Property is hereby remised, released and

20. Dower. Borrower convenants that all dower interest, if any, in and to the Property is hereby remised, released and forever quitelaimed unto Lender by Borrower. 21. Assignments of Rents. Upon the occurrence of an Event of Default, the Lender shall have the right without notice and without regard to the adeguacy of any security for the sums hereby secured and with or without the appointment of a receiver, to enter upon and take possession of the Property, and Lender may operate, manage, rent and lease the Property and collect any rents, issues, income and profits therefrom, the same being hereby absolutely assigned and transferred to and for the benefit and protection of Lender, contrigent only upon the occurrence of an Event of Default. All rents collected by Lender may be applied to the cost of operation, maintenance and repair, and reasonable collection, menagement and attorney's test, and then in reduction of any sums hereby accurred in such other proportions as Lender may determine.

Borrowers, Future Advances to the propertion of th

2. Rental of Property Restricted. Borrower shall not make, or suffer to be made, any lease of the Property or any part thereof, or any modification, extension or cancellation of any existing or future lease, without Lender's prior written consent. If, with Lender's written consent, there is a lease on the Property Borrower is observed in Borrower's collagations under such

with Lender's written consent, there is a less on the Property Durrower is the record with the consent in the property of the

and Mydrage to the recorder for record.

Notwithstanding the above, no debt or other liability, as described above shall be secured by the within Mortgage, if it, shall hereafter be created in a "consumer credit transaction" as defined in Title 1, Consumer Credit Protection Act, 15 U.S.C.A., Sections 1501 et., seq., as amended, or any successor federal statute, or any applicable state statue containing substantially similar

provisions.

26. Ohio Covenant. If the Property is located in Ohio, Borrower and Lender covenant that Lender is authorized to do all things provided to be done by a mortigagie under section 131.1.1.4 of the Ohio Revised Code.

27. Uniform Commercial Code Security Agreement. Borrower bereivy grants Lender a security interest in all items included in the Property which can be subject to a security interest under the Uniform Commercial Code. Borrower will execute and Borrower will up to the employer of Illing such documents and of conducting a search of records in which documents are recorded. The covenants and agreements of Borrower throughout this Mortgage will apply to all items which are subject to the security interest granted herein. Upon the occurrence of any Event of Default under this Mortgage, Lender will have the remedies of a secured party under the Uniform Commercial Code and, at Lender's sole option, may also invoke the remedies provided in this Mortgage, excertising any of such remedies, Lender may proceed against the thems of real property specified above as part of the Property specified of the property specified above as part of the Property specified Code Financial Code Financian Statement. appropriate authorities as a Uniform Commercial Code Financing Statement.

Form 3036 9/90 (page 4 of 6) 11.14 (12/15)

#### NOT AN OFFICIAL DOCUMENT

28. Flood Insurance. If any part of any of the Property lies within a "special flood hazard area" as defined and specified by the United States Department of Housing and Urban Development pursuant to the Flood Disaster Protection Act of 1973 as now in effect; Borrower shall (i) promptly purchase and pay the premiums of the provisions of the flood Disaster Protection Act of 1973 as convenient of the provisions of the flood Disaster Protection Act of 1973 as charged the provisions of the Flood Disaster Protection Act of 1973 as set of the flood Disaster Protection Act of 1973 as a set of the flood Disaster Protection Act of 1973 as a set of the flood Disaster Protection Act of 1973 as a set of the flood Disaster Protection Act of 1973 as a set of the flood Disaster Protection Act of 1974 as a set of the flood Disaster Protection Act of 1974 as a set of 1975 as a

This morn synce in the IrANSACTION CONTENED TO THEED THE DESCRIPTION IN A STATE AND A STATE TO THE STATE AND A STA

Leman to apply oner rusus as the time specified under (RESPA, and to) not to exceed the maximum amount a lender can regular under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or etherwise in accordance with Applicable Law.

Indeed, I lender is an institution whose deposits are so insured of in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items, includer than the time specified under RESPA, Lender shall not charge Borrower for holding applying the Funds, annually analyzing the escrow 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 such as the such as

County Recorder by Lender

# NOT AN OFFICIAL DOCUMENT

BY SIGNING BELOW, Borrower accepts and agrees to Instrument and in any rider(s) executed by Borrower and record Wilnesses:	the terms and covenants contained in this Security ded with it.
MILL MATTER Tomes Matter	(Seal)
	SUSAN A STASSIN (Seal)
	(Seal)
0	(Seal)
0/7/	(Seal)
STATE OF IN . LIKE S CO	(Seal)
STATE OF IN , LUE CO	UNTY
On this 20th DAY OF August, 2021, before me, by m Notary Public in and for said County and State, appeared LARRY D STASSIN AND SUSAN A STASSIN	eans of physical presence or $\square$ online notarization, a
	COUPE
the individual(s) who executed the foregoing instrument and ac and did sign the foregoing instrument, and that the same is IN WITNESS WHEREOF, I have hereunto set my hand an	THEIR free act and deed.
FIFTH THIRD BA	Notry Public Sym Ressons  Notry Public Sym Ressons  Typed, Printed or Stomped Name  Polley Bretty Polled  NOK, N.A. (WESTERN MICHIGAN)  GRAND RAPIOS, MI 49546
I affirm, under the penalties for perjury, that I have taken reas-	

## MOT AN OFFICIAL DOCUMENT

Situated in the County of Lake, State of Indiana:

of L. states 6th. 36. Lot 182, Woodland Estates 6th Addition to the Town of Griffith, Lake County, Indiana, as shown in Plat Book 75, page 36.