2021-541937 12/09/2021 03:15 PM TOTAL FEES: 55.00 BY: JAS PG #: 13 STATE OF INDIANA LAKE COUNTY FILED FOR RECORD GINA PIMENTEL RECORDER

When recorded, return to: First Financial Bank Attn: Mortgage Servicing 2105 N State Road 3 Bypass PO Box 507 Greensburg, IN 47240

Title Order No.: IN2134106

LOAN #: 599573425

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MORTGAGE

MIN 1009034-0599536167-9 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 November 22, 2021.

all Riders to this document.

(B) "Borrower" is ANDREW KUTANOVSKI AND DEVON M KUTANOVSKI, 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 nonince for Lender and Lender's successors and assigns. MERS is the mortgages under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has mailing address of P.O. box 2006. Fint, MI 48501-2026 and a street address of 1901 E. Voorhees Street, Suite C, Danville, IL 61834, MERS telephone number is (889) 6794-MERS.)

(D) "Lender" is First Financial Bank.

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

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		LOAN #: 599573-425
states that Borrower owes Lender S plus interest. Borrower has promised December 1, 2051. (F) "Property" means the property (G) "Loan" means the debt evidenc the Note, and all sums due under the	is Security Instrument that are executed by	E HUNDRED AND NO/100***** Dollars (U.S. \$670,500.00) and to pay the debt in full not later than Transfer of Rights in the Property." nt charges and late charges due under
(i) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opin-discontrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opin-discontrative rules and the property of the proper		
-	10010 White Jasmine Dr, Saint John, operty Address*):	[Street] [City]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, apputenances, 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

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agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or crustom, MERS (as 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 including, but not filled to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property end 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, Prapyment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under like Note and this Security Instrument shall be made in U.S. currency. However, if any other or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument is made in one or more of the nation of the security instrument is made in one or more of the cashlers' check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentally, or entity, or (a) Escrotinic Funda Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as naisy be designated by Lender in accordance with the notice provisions in Scalion 15, Lender may return any payment or partial payments are insufficient to bring the Loan current. Lender may appropriate to partial payments or partial payments are insufficient to bring the Loan current. Under example accept any payment or partial payments in the future, but Lender is not obligated to apply such apparents as the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Londer need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes apprent to bring the Loan current. If Borrower does not do so within a reasonable period of firme, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately print to fercedure. No offset or claim which Borrower might have mow or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the convenients and agreements Secured by this Security Instrument.

2. Application of Payments or Procedur. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the (clicking order of priority; (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section³, Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal belance of the Note.

If Lender receives a payment from Borrower for a disinquint Periodic Payment which includes a sufficient amount to pay any late change due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is custanding, 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 placed in full. To the settent that any excess exists after the payment is applied to the full payment of one or more Periodic Bayments, such excess may be applied to any late Any applied from 10 payments in sustance proceeds or Miscalianeous Protocols or described to the payment of the

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 basis of current data and reasonable estimates of expenditures of future Escrow Hems or otherwise in accordance with Applicable Law.

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The Funds shall be held in an institution whose deposits are on insured by a federal agency, instrumentality, 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 Ecrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the accrow account, or ventying the Ecrow 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 just of the Funds. Lender shall give to Dorrower, without change, an annual accounting of the Funds as required

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 on more than 12 committy payments. If there is a deficiency 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 deficiency in accordance with RESPA, but in no more than 12 monthly to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly

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

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

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower (a) agrees in untiling to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is piritgining such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien an agreement satisfactly to Lender subdividings the lien in this Security Instrument. If Lender determines that any part of the Property the lien. Within 10 days of the "date on which that notice is given, Borrower shall satisfy the lien or take one or more of the 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.

Popparty Insurrance, Borrovier shall keep the improvements now actiting or hereafter erected on the Property insured against loss by first, hazards included within the term 'outended coverage," and any other hazards including, but not limited to, earthquakes and floods, file which Lender requires insurance. This insurance shall be maintained in benarunts (including deductable levels) and for tip periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disagrove Borrower's choice, which right shall not be exercised unreassonably. Lender may require Borrower to pay, in connection with this Loan either. (a) a one-time charge for flood zone determination, certification and tracking services; or (b) in one-time charge for flood zone determination and certification services and subsequent charges each time remapping, or similar charges cour which reasonably might affect such determination or certification. 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 Borrowerfalts to maintain any of the coverages described above, § ander may obtain insurance coverage, at Lender's option and Borrower's expense. Lender's under no bidgain to in purches any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not proted. Borrower, Borrower's equity in the Property, and the protest and the protest present or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of finanzinos had borrower could have obtained. Any amounts disburied by Lender under this Section 5 exceed the cost of insurance had borrower could have obtained. Any amounts disburied by Lender under this Section 5 which is the section of the cost of the section of the section of the cost of the section of the sec

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 mortagee deuse, and shall name Lender as mortgagee and/or 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 mortagee dates end 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. Lender may riske grout of loss into 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 concenitorally 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 such Property for sensure the work has been completed to Lender's security is provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a signe payment or in a series of progress are made as the work is completed. Others an agreement is made in writing or Applicable. Law requires interest to be paid on such insurance proceeds, Lender shall not be request to pay Borrower any interest or earnings on such proceeds. Fees better the proceeds are considered to the proceeds and the proceeds and the proceeds are considered to the proceeds and the proceeds 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 30-day period will begin when the notice is given, in either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Very Committee of the Committee

6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principel 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 urreasonable withherfo, or unless seturation or contained as sold without him to the property of the property of

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. Sorrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit weste on the Property. Whether or not Borrower is residing in the Property, allow the Property to deteriorate or commit weste on the Property. Whether or not Borrower is residing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not exponentially expected to the property of the property

Lender may hispect the Interior of the Improvements upon and Inspections of the Property. If it has reasonable cause, Lender may hispect the Interior of the Improvements on the Property Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities ceiling at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Londer (or falset to provide Lender with material information) in connection with the Loan. National representations include, but are not limited to, representations concoming Borrower's occupancy of the Property as Borrower's orticolar residence.

9. Protection of Lender's linterest in the Property and Rights Under this Security Instrument. If (a) Borrowse that is to perform the coverants and agreements contained in this Security Instrument, 60 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 bankmytop, probate, for condemnation or forfeiture, for enforcement of a lien which may attain privity over this Security Instrument for to enforce laws or risputations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whalever is reasonable or appropriate to protect Lender's interest in the Property, and security and rights under this Security Instrument, Including protecting and/or repairing the Property, and security and the Property and security instrument; (b) appearing in court; and (c) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys fees to protect its interest in the Property and/or rights under this Security Instrument, including is secured position in a barkrupty proceeding. Securing the Property Includes, but is not limited to, entering the Property to make repairs, change locks, replace or fine the Property and the Property of the Property of

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 thic data 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 comptly with all the provisions of the base. Borrower shall not surrender the leasehold estate and interests herein conveyed or terminate or cancel the ground lease. Borrower shall not, without the express written consent of Lender, after or amend the ground lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the inerger in writing.

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 a greements 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 insure, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurance, and the production of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurance and the producing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk. In

sed as ja priorito of Sorrow's paymente for Mortgage Insurance, in exchange for sharing or modifying the mortgan insurar's risk, or reducing losses. If such agreement provides that an affiliation of Lander takes a share of the insurar's risk, in losses of the state of the state

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 insurance, to have the Mortgage final results of the Mortgage in the Mortgage of the Mortgage in the Mortg

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 Miscollaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is connomically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscollaneous Proceeds until Lender has had an opportunity to imspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscollaneous Proceeds. Lender shall not be required to pay Borrower any interest or earnings the same of the paid on such Miscollaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings the same of the paid on such Miscollaneous Proceeds, and the payled to the sure societies (Preside Del Control Security World be then due, with the excess, if any, gaid to Borrower. Such Miscollaneous Proceeds shall be applied in the order provided for in Section 2.

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

In the event of a partial taking, destruicity, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruicities, or loss in value is equal to or greater than the amount of the sums secured by this Security instrument immediately before the partial taking, destruiction, or loss in value, unless Borrower and Lander otherwise agree in writing, the sums segured by this Security instrument hall be reduced by the amount of the property instrument hall be reduced by the amount of the property instrument hall be reduced by the amount of the property instrument hall be reduced by the amount of the property instrument and the property instrument and the property instrument and the property instrument and the parties that the property immediately before the partial taking, destruction, or loss in value, arity beginger shall be part to Borrows.

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 suns secured immediately before the partial taking, destruction, or loss in value jumiss Borrower 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 then due.

If the Property is abandoned by Borrower, or if, after notice by Lender is Borrower that the Opposing Party (as a defined in the next sentence) offers to make an award to settle a claim for drainages. Borrower falls to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and sply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has raify tot darction in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is beguin that, in Lender's judgement, could result in forfeiture of the Property or criter material impairment of Lender's intensit at the Property or rights under this Security instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, but causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's intensit in the Property or rights under this Security in the Property are hereby assistanted and shall be called 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 Relassed: Forbearance By Lender Not a Walver. Extension of the time for payment or modification of an outside of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successor in Interest of Borrower, Any forbearance by Lender in or any demand made by the original Borrower or any Successor in Interest of Borrower, Any forbearance by Lender in or successor in Interest of Borrower or Interest of Successor in Interest of Successor in Interest of Successor or of payments from this payors, entities or Successors in Interest of Borrower or in amorbal test than the amount then due, shall not be a valver of or practice the exercise of any right for remover.

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 person-ally obligated to spy 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 covenants and agreements of this Security Instrument shall brind (except) as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Society's Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Society's 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 I.e.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interpret of other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then; (a) any such it can charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to mike diffice from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to mike diffice from Borrower will be refunded to Borrower. Borrower. If a refund reduces principal, he reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower is acceptance of any such refund made by direct payment to Borrower will be constitute a water or day right of a calcon Borrower might have a string out of such overcharge.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing, any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class grail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable. Lew expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender Borrower's change of address. It Lender specifies a procedure for reporting Borrower's change of address. It lender specifies a procedure for reporting Borrower's change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender them the security Instrument and the security of the security instrument.

16. Governing Law; Severability; Rules of Edistruction. This Security instrument shall be governed by federal law and the law of the jurisdiction in which the Projecty is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Replicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or I might be selent, (but such allows each and not be contracted as a prohibition against allow the parties to agree by contract or I might be selent, (but such allows each and not be contracted as a prohibition against a contract of the provision of the selection of the Security instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of the 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 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 logal or beneficial interest in the Property including, but not limited to, those beneficial interest is not transferred in a bond for loced, contract for deed, installment sales contract or escribing agreement, the intent of which is the transfer of tilb by Borrower at a future date to a punchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or If Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred, vibroul Lender's policy writing nonsent. Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender's fluch exercise by Lender's fluch exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period on to less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower-must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand rion Borrower.

19. Borrower's Right to Reinistae After Acceleration. It Borrower meets certain conditions, Borrower singlifities to right to have enforcement of this Socurity Instrument discontinued at any time prior to the entirest of; of the drugs before sale of the Property pursuant to Section 22 of this Security Instrument, (b) such other period as Applicable Law night specify for the termination of Borrower's right to reinstate, or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower; (a) pays Lender all sums which then would be due under this Security Instrument and the Notes as in on acceleration and occurred; (b) curse any default of any other covenants or agreement; (c) pays all expenses incurred in enforcing this Security Instrument, Incidently, but not limited to, reasonable attorneys fees, property rights under this Security Instrument, and (c) takes such action as Lander may resourched very organs on acceleration of the security Instrument, and (c) takes such action as Lander may resourched system characteristics at under this Security Instrument, and Control with Borrower's obligation to pay the sums secured by this Security Instrument sums and expenses in one or more of the following forms, as selected by Lender; (a) cash; (b) money order; (c) certified check, bank, check, creasures's check or cashier's check, provided any such check is drawn upon an institution whose deposits are

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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 Nots; Change of Loan Sarvicer; Notice of Grievance. The Note or a partial interest in the Note (orgather with this Security Instrument) can be sold one or more times without prior notice to Borrower. As alse 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 performs other mortgage ions servicing obligations under the Kole, 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. If the rise a change of the Loan Servicer, the address to which payments should be made and any other information RESPA. Common of the note to the note Loan Servicer, the address to which payments should be made and any other information RESPA. Common of the note Loan Servicer other than the purchaser of the Note, the mortgage loan enviring obligations and the control of the Common servicer of the result of the Note of the Note

Neither Borrower nor Lender may commence, Join, or be Joined to any Judicial action (as either an individual litigant or the member of a classis) that sires from the other party's eations pursuant to this Security instrument or that allegae that the other party has breached any provision of, or any duty owed by reason of, this Security instrument, until such Börrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 19 of such allegae breach and efforted the other party white such notice given in compliance with the requirements of Section 19 of the party of the such allegae before carried action can be taken, that displayed the provides a time period which must elapse before carried action can be taken, that displayed the provides are such as the party of the party

21. Hazaindeus Substances. As used in this Section 21: (a) Hazardous Substances are those substances defined a totic on hizardous substances, pollutants, or vessets by Environmental Law and the following substances: gesoline, kerosene, other flamingation of totic periodeum products, toxic pesticides and herbitides, volatile solvents, materials containing absteads of primaterlysis, and radicactive meterials; (b) "Environmental Law" amen federal laws and laws of containing abstead of primaterlysis and laws of containing and law of the primaterly inductive surplices and response action, remedial action, or removal action, as defined in Environmental Law and (d) par Environmental Containing and accordation missing as condition that can cause, contribute to, or otherwise tigger an Environmental Cleanzo.

Borrower shall not causie or legimit 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 anyone else to do, surpliving affecting the Property (a) final is in violation of any Environmental Law, (b) which creates an Environmental dod, any shall be a substance, seen and the property called the state of the Property Called and Substance, seen as condition that adversely affects the value of the Property Substance, seen from the Property of small quantities of Hazardous Substances state are only the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lander written nellice of (a) any Investigation, claim, demand, Inwest for other action by any governmental or regulatory agency or private, party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. (b) any Environmental Condition, including but not limited to, any spilling, leakinger, release or threat or freeless of any Hazardous 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 lasters, or it is notified by any governmental or regulatory subnorty, or any private party, that any removal or other remedial actions in accordance with Environmental Celearup.

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

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration inclined promovers present of any covenant or agreement in this Security Instrument (but not prior to be acceleration under Section 18 unless Applicable. Law provides otherwise). The notice shall specify; (a) the default; (b) the action required to cure the unless Applicable. Law provides otherwise). The notice shall specify; (a) the default; (b) the action required to cure the control care of the first the set that of days from the date in notice shall further by which the default must be certain and the right of the sums accured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to resent the restriction and the right to asent the foreclosure of the dark state of the restriction of the right to asent the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate paying the state of the proceeding the non-existence of a default or any other defense of Borrower to acceleration may require immediate paying the state of the proceeding the non-existence of a default or any other defense of Borrower to acceleration and the reproductive the state of the proceeding the state of the proceeding the non-existence of the proceeding the non-existence of the proceeding the default and the proceeding the proceeding

23. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this 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.



LOAN #: 599573425 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: State of INDIANA County of LAKE SS: Lake Before me the undersigned, a Notary Public for Lake (Notary's County of residence) County, State of Indiana, personally appeared ANDREW KUTANOVSKI AND DEVON MUTANOVSKI, (name of signer), and acknowledged the execution of this interument this 22nd day of NOVEMBER, 2021. 02/01/2024 My commission expires: Lake County of residence: Lisa M Matson (Printed/typed name), Notary Public "OFFICIAL SEAL" Lender: First Financial Bank NOTARY PUBLIC-INDIANA LAKE COUNTY INDIANA Commission No. 678758 My Commission Extres 02/01/2024 NMLS ID: 619717 Loan Originator: Eric D Jaso NMLS ID: 764554

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Legal Description Exhibit A

Lot Numbered 427 in The Gates of St. John - Unit 13B, an Addition to the Town of St. John, Lake ibb, India. Jer of Lah.

Colling Recorder County, Indiana, as per Plat thereof, recorded in Plat Book 111, page 94, in the Office of the Recorder of Lake County, Indiana.

Legal Description IN2134106/69

LOAN #: 599573425 MIN: 1009034-0599536167-9

PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 22nd day of November, 2221 and is incorporated into and shall be deemed to amend an supplement the Mortgage, Deed of Tirust or Security Deed (the "Security Instrument") of the same date, given by the undersigned (the "Borrower") to secure Borrower's Note to First Financial Bank

(the "Lender") of the same date and covering the Property described in the Security Instrument and

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

located at: 10010 White Jasmine Dr, Saint John, IN 46373.

IN COVENANTS, CONDITIONS AND RESTRICTIONS

(the "Declaration").

The Property is a part of a planned unit development known as The Gates of St John

(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 "blanker policy insuring the Property which is satisfactory to Lender and which provides insurance coverage in the amounts (including deututible 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 I ender requires insurance, then: (I) Lender waives the provision in Section 3 for the Periodic Payment to Lender of the 'yearly premium installments for property insurance on the Property; and (ii) Borrower's obligation under Section 5 to maintain property insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

What Lender requires as a condition of this waiver can change during the term of the loan. Borrower shall give Lender prompt notice of any 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

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 Liablity 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.

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LOAN #: 599573425

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 part 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

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: () the abandonment or termination of the PUD, except for abandonment or termination or the public sold in the case of the results of the casualty or in the case of a taking by condemnation or eminent domain; (ii) any amendment on any provision of the Constituent Documents' fifthe provision is for the express benefit of Lender; (iii) the miniation of professional management and assumption of self-management of the Owners-Association; (iii) and the constituent of the public liability insurance (iii) and the professional management and sexumption of self-management of the Owners-Association; (iii) and the public liability insurance (iii

octivity any accord within would have are elected to travelling the placem bearing introduced coverage maintained by the Owners Association transceptable to Lender. F. Remedles. If Borrower does not pay PLD 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 BELCW, Borrower accepts and agrees to the terms and covenants contained in this PUD Rider.

AMPREW KUTANOVSKI

DEVEN M KUTANOVSKI

DEVEN M KUTANOVSKI

DEVEN M KUTANOVSKI

ODATE

(Seal)

MULTISTATE PUD RIDER-Single Famity-Fannie MaeiFreddie Mac UNIFORM INSTRUMENT Form:
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