2021-544464 12/28/2021 11:53 AM TOTAL FEES: 55.00 BY: JAS PG #: 13 STATE OF INDIANA LAKE COUNTY FILED FOR RECORD GINA PIMENTEL RECORDER

When recorded, return to: Peoples Bank 9204 Columbia Avenue Munster, IN 46321

LOAN #: 6080408514

Space Above This Line For Recording Date

#### MORTGAGE

MIN 1012081-0000002546-4 MERS PHONE #: 1-888-679-6377

DEFINITIONS

Words used in multiple sections of this document and defined below and other words are defined in Sections 3, 11, 31, 8, 20 and 21. Certain rules regreting the usage of blorids used in this document are also provided in Section 16. [A] "Security instrument" means this document, which is defined Movember 19, 2021, all all Rides to this document.

(B) "Borrower" is MICHAEL ROSENBERGER.

Borrower is the mortgagor under this Socurity Instrument.

(C) "MERRS is notrogate Electroit Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lander and Lander's successors and assigns. MERS is the mortgages under this Security Instrument. MERS is organized and existing under the laws of Deleaware, and have mailing address of QP. Des 2026. Filint, MI 48501-2026 and a street address of 1901 E. Voorhees Street, Suite C, Darville, IL 61634. MERS talephone number is (688) 6734-MERS.

(D) "Lender" is Peoples Bank.

Lender is a Corporation, Indiana. Munster, IN 46321. organized and existing under the laws of Lender's address is 9204 Columbia Avenue,

INDIANA—Single Family—Farinie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3015 1/01 ICE Mortgage Technology, Inc. Page 1 of 10 Initials: INEDEED 1018 INEDEED (CLS) 11/17/2021 09-53 AM PST





CAN # 6080408514

states that Borrower owes Lender C	ote signed by Borrower and dated Nov DNE HUNDRED SIXTY FOUR THOUSA	ND AND NO/100***********************************
plus interest. Borrower has promised December 1, 2051.	to pay this debt in regular Periodic Paym	ents and to pay the debt in full not later than
(F) "Property" means the property (G) "Loan" means the debt evidenct the Note, and all sums due under th (H) "Riders" means all Riders to th be executed by Borrower [check box Adjustable Rate Rider  Balloon Rider	is Security Instrument, plus interest.  is Security Instrument that are executed as applicable]:  Condominium Rider  Planned Unit Development Rider	ing "Transfer of Rights in the Property." yment charges and late charges due under d by Borrower. The following Riders are to  Second Home Rider  Other(s) [specify]
☐ 1-4 Family Rider ☐ V.A. Rider	☐ Biweekly Payment Rider	
(I) "Applicable Law" means all or administrative rules and orders (that lons.	ontrolling applicable federal, state and li have the effect of law) as well as all app	ocal statutas, regulations, ordinances and plicable final, non-appealable judicial opin-
(J) "Community Association Due	s, Fees, and Assessments" means all o Property by a condominium association	dues, fees, assessments and other charges n, homeowners association or similar orga-
(K) "Electronic Funds Transfer" n similar paper instrument, which is in tape so as to order, instruct, or autho	tiated through an electronic terminal, tek rize a financial institution to debit or credi tomated teller machine transactions, tran	a transaction originated by check, draft, or ephonic instrument, computer, or magnetic it an account. Such term includes, but is not nsfers initiated by telephone, wire transfers,
(L) "Escrow Items" means those if (M) "Miscellaneous Proceeds" me party (other than Insurance proceed of, the Property; (ii) condemnation of tion; or (iv) misrepresentations of, or	tems that are described in Section 3. ans any compensation, settlement, awan a paid under the coverages described in: other taking of all or any part of the Proj omissions as to, the value and/or condi	
<ul> <li>(N) "Mortgage Insurance" means</li> <li>(O) "Periodic Payment" means the</li> <li>(II) any amounts under Section 3 of the</li> </ul>	regularly scheduled amount due for (i)	nonpayment of, or default on, the Loan. principal and interest under the Note, plus
(P) "RESPA" means the Real Estat lation, Regulation X (12 C.F.R. Part legislation or regulation that governs	te Settlement Procedures Act (12 U.S.C. 1024), as they might be amended from t the same subject matter. As used in this re imposed in repard to a *federally rela	. §2801 et seq.) and its implementing regu- time to time, or any additional or successor s Security Instrument, "RESPA" refers to all sted mortgage loan" even if the Loan does
(Q) "Successor in Interest of Born	ower" means any party that has taken the under the Note and/or this Security Inst	tie to the Property, whether or not that party trument.
of the Note; and (ii) the performance of For this purpose, Borrower does here	ender: (i) the repayment of the Loan, and f Borrower's covenants and agreements by mortgage, grant and convey to MERS	i all renewals, extensions and modifications under this Security Instrument and the Note. (solely as nominee for Lender and Lender's following described property located in the AKE
TOWN OF SCHERERVILLE, AS PE	R PLATTHEREOF, RECORDED IN PL	R TRAIL VILLAS, AN ADDITION TO THE AT BOOK 94 PAGE 13, IN THE OFFICE 84.00 FEET THEREOF BY PARALLEL
APN#: 45-11-15-376-031.000-036		
		84.00 FEET THEREOF BY PARALLEL
which currently has the address of	318 Deertrali Ln, Schererville,	
Indiana 46375-2494 ("Pri [Zip Code]	operty Address*):	[Street] [City]
and fixtures now or hereafter a part of	f the property. All replacements and addi	roperty, and all easements, appurtenances, itions shall also be covered by this Security the "Property." Borrower understands and
INDIANA-Single Family-Fannie Mae/Fredd ICE Mortgage Technology, Inc.	le Mac UNIFORM INSTRUMENT Form 3015 1/01 Page 2 of 10	1 Initials: MINEDEED 1018



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

BORROWER COVENANTS that Borrower is lawfully 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 when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check 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 be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashler's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudics to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, 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 prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security instrument or performing the covenants and agreements secured by 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. 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 changes, 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 delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, 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 excrowed by Borrower, and such dues, fees and assessments shell be an Escrow Itam. 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 Lander all Funds, and Lander 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 a lender 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 Items or otherwise in accordance with Applicable Law.



in such amounts, that are then required under this Section 3.

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The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured or in any Federal Phore Loan Bank, Lender shall epply the Funds to pay the Escrow laters no later than the time specified under RESPA. Lender shall not charge Borrower for helding and applying the Funds, annually analyzing the second second, or writing the Escrow laters, unless Lender pays Borrower interest on the Funds and Applicable Lew permits Lender to make such a charge. Unless and agreement is most in writing or Applicable Lew requires lender to the Funds, charge that the charge is a required to the Funds and the second second in the Funds are second to the Funds are required by RESPA.

If there is a surplus of Funds held in secrow, as defined under RESPA, Lender shall account to Borrower for the scoses had in a locardiance 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 nor more than 12 monthly payments. If there is a deficiency of Funds held in secrow, as defined under RESPA, Lander shall notify Borrower as required by RESPA, and Borrower shall pay to Lander the semont necessary to make up the deficiency in accordance with RESPA, Lutton in ome to that 12 more to Lander the semont necessary to make up the deficiency in accordance with RESPA.

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, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these leans are Ecrorel terms.

Borrowier shall pay them in the manner provided in Section 3.

Borrowier shall pay them in the manner provided in Section 3.

Borrowier shall pay them in the manner provided in Section 3.

Borrowier shall promotely discharge any lenn-which has priority over this Security Instrument unless Borrower. (a) spress in writing to the payment of the collegation secured by the item in a manner exceptable to Lender, but only so long as Borrower in performing such appearanter. (b) contests the lenn in good gain by, or defends appeare enforcement of the lien while hose proceedings in landers opinion operate to prevent the enforcement of the lien while hose proceedings are conducted or (c) secures from the holder of the lien an appearant sub-latactory to Lander subordivising the lien to this Security instrument. If Lander determines that any part of the Proceedings are conducted or (c) secures from the holder of the Proceedings and the subject to a lien which can statis priority over this Security instrument. If Lander determines that any part of the Proceedings are conducted to the procedure of the Proceedings and the procedure of the Proc

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.

by Lander in connection with res Losin.

5. Property Insurance, Borrower shall keep the Improvements now existing or hereafter eracted on the Property Insured against loss by fire, hearted including, but not limited to, early explanates and foods, for which indered requires human. This insurance shall be maintained in the amounts (including) devictible levels) and for the periods that Lander requires. What Lander requires pursuant to the proceeding entimates can charge during the term of the Losin. The insurance started providing the insurance shall be another than the start of the Losin. The insurance carrier providing the insurance shall be sometimed to the control of the started of th

If Borrowerfall at maintain any of the coverage described above. Laidscriney obtain insurance coverage, et. Lender's option and Borrower's expense. Lender's under no bidgisten to purchase any particular byce or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower. Borrower's equity in the Property, adjects any risk, hazard or liability and might provide greater or issest coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance has the cost of the insurance coverage so obtained might significantly exceed the cost of insurance has the cost of the insurance coverage so obtained might significantly exceed the cost of insurance has the cost of the insurance coverage so obtained might significantly exceed the cost of insurance has the cost of the insurance coverage so obtained might significantly exceed the cost of insurance has the cost of the insurance coverage so obtained might significantly exceed the cost of insurance and the province of the cost of the insurance coverage so obtained might significantly exceed the cost of the insurance coverage so obtained might significantly exceed the cost of the insurance coverage so obtained might significantly exceed the cost of the insurance coverage so obtained might significant the cost of the insurance coverage so obtained might significant the cost of the insurance coverage so obtained might significant the cost of the insurance coverage so obtained might significant the cost of the insurance coverage so obtained might significant the cost of the insurance coverage so of the cost of t

All insumoe policies required by Lender and mnewaks of such policies shall be subject to Lender's right to disapprove such policies, shall include a strander mortgage clause, and shall name Lender as mortgage and/or size an additional loss payes. Lender shall have the right to hold the policies and renewal costificates. If Lender requires, Bornwer shall promptly give to Lender all receipts of paid premiums and renewal notices. If Bornwer obtains any form of itsurance 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 mortgages and/or as an additional loss payes.

In the event of lose, Borrower shall give prompt notice to the insurance carrier and Lander. Lender may make profit of lose information promptly by Borrower. Unless Lander and Borrower otherwise agree in writing, any insurance process, whether or not the underlying insurance was required by Lander, shall be applied to restoration or repair of the Property, if the restoration or prepair is economically feasible and Lander's security is not lessered. Luring such repair and restoration pariod, Lander shall have the right to hold such insurance proceeds until Lander has had an opportunity to inspect such property on survey the work has been completed to Lander's seatified soon, provided that such inspection shall be undertaken promptly. Lander may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the very its completed. Unless so an agreement is readed in writing or Applicable. Larve requires interest to be paid on the process of the process

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If Borrower abundons the Property, Lander may file, negotists and settle any available insurance claim and mislate materials. If Borrower does not responsible within 30 days to a notice from Lander that the insurance carrier has offered to settle a claim, then Lander may negotiste and settle the claim. The 30-day pended will begin when the notice is given, in either event, or if Lander acquires the Property under Section 22 or otherwise, Borrower hency assigns to Lander (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 (c) any other of Borrower's rights (other than the right to any return of unserned premiums paid sorrier than the second of the second of the Property. Lander may use the Insurance proceeds either or work of the Property of the property. Lander may use the Insurance proceeds either or work or restore the Property or to pay amounts unpaid under the Note or this Security instrument, whether or not then due.

6. Occupancy, Borrower shall occupy, establish, and use the Property as Borrower's principal residence within Odays after the secution 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 Lander otherwise agrees in writing, which consent shall not be unreasonably withheid, or unless establing occurations souths within are beyond Borrower's control.

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Borrower is not relieved of Borrower's obligation for the completion of such repair or restonation. Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interface of the improvements on the Property, Lender shall give Borrower notice at the time of or

prior to such an Intelifor impection specifying such reasonable cause.

8. Borrower's Liseria Application. Romover shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially felage melasacting, or inaccurate information or estatements to Loanser (or felaction provide Lander with material information) in connection with the Loan. Metrified ingeneentations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principles regions.

9. Protection of Lander's Interest in the Property and Rights Under this Security Instrument. (I) there is legis proceeding that falls to perform the coverants and agregiments contained in this Security instrument, (i) there is legis proceeding that might significantly affect Lander's Interest in the Property and/or rights under this Security instrument (such as a proceeding in heartwist, probates, for condemination of rofellum, for reflorement of all len which may attain priority over this Security instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender way do and pay for whatever in resemble or appropriate to protect Lander's Interest in the Property and rights under this Security Instrument, including protecting and/or repairing the Property. Lander's sections on Induce, but are not intered to, (e) perform any around security instrument, including the security Instrument, the bandon's electron of the Property and the security instrument, including the secured position in the abeniumptoy proceeding. Securing the Property Includes, but a not limited to, element, including the secured position in the abeniumptoy proceeding. Securing the Property Includes, but a not limited to, entering the Property on maker repairs, change locks, replace or the Property Includes, but an official proceeding. Securing the Property Includes, but a not limited to, entering the Property on the repairs, change locks, replace or official proceeding. The Property Includes the Interest of Although Leader may take add to our title Security Instrument.

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

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. Borrower shall not surrender the leasehold estate and Interests herein conveyed or terminate or carried the ground lease. Borrower shall not, without the express written consent of Lander, alter or amend the ground lease. If Borrower analysis fee the

to the Property, the leasehold and the fee title shall not intege unless Lander agrees to the militiger in writing.

10. Mortgage insurance. If leader required Mortgage insurance are a condition of making fin Earn, Borrower shall pay the premiums required to maintain the Mortgage insurance in effect. If, for any reason, the Mortgage insurance are coverage required by Lander ceases to be available from the mortgage insurance in the mortgage insurance and Borrower was required to make asparately designated payments toward the promittims for Mortgage insurance and Borrower was required to make asparately designated payments toward the promittims for Mortgage insurance and Borrower was exceeded to the second of the second in the second integer insurance coverage cases to the infetted, at a cast leastherafiely equireless to the cost to Borrower of the Mortgage insurance coverage cases to be in effect. Lander will accord, use and retain these payments as a non-refundable is reserved in the control of the separately designated payments that were die writing to a submitted of the separately designated payments that were dies vision to a utilized to the control of the separately designated payments as a non-refundable, notworthstanding the fact that the Loen is utilized to in the control of the separately designated payments are sent and the control of the separately designated payments to the sequence of the period that Lander required as a condition of making the Loen and Borrower was required to make separately designated payments toward the premiums for Mortgage insurance. If Lander required to make separately designated payments toward the premiums for Mortgage insurance. If Lander required to make separately designated payments toward the premiums for Mortgage insurance. If Lander required to make separately designated payments toward the premiums for Mortgage insurance. If Lander required to make separately designated payments toward the premiums for Mortgage insurance. If Lander required to make separately desig

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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 have 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 praties) to these agreements. These agreements may require the mortgage insurer to make peyments using any source of funds that the mortgage insurer may have available further buy include the note obtained from Mortgane insurance memiums.)

and the excellent profuge insurer to make permental 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 hese agreement, Lander, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foreigning, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a protion of Borrower's payments for Mortgage insurance, in exchange for sharing or modifying the mortgage insurance in six of the contraction of the characterized as a protion of Borrower's payments for Mortgage insurance, in exchange for sharing or modifying the mortgan insurance in six of the characterized insurance in section of Borrower's payments for Mortgage insurance in sections of the characterized insurance in the characterized insurance in

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

(b) Any such agreements will not affect the rights Borrower has - If any - with respect to the Mortgage Indianace under the Homeowners Protection Act of 1988 or any other law. These rights may include the right to receipte certain discourse, to request and obtain cancellation of the Mortgage insurance, to have the Mortgage insurance terminated automatically, and/or to receive a refund of any Mortgage insurance premiums that were unearized at the time of such cancellation or termination.

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

If the Property is damaged, such Miscalineanus Proceeds shall be applied to restoration or repair of the Property if the restoration or repair and restoration or repair and restoration priority in part of the restoration or repair and restoration period. Lindiac shall have the right to hold such Miscalianeous Proceeds until Landar has had an opportunity to impact such Property foreframe the work has been completed to Landar's asstatistiction, provided that such inspect due to property foreframe the work has been completed to Leandar's asstatistiction, provided that such inspect due to proper asstation of the second of the se

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 less in value of the Property in which to the fair market value of the Property immediately before the partial taking, destruction; one is value is equal to or greater them the amount of the sums accured by this Security instrument immediately feligive; the partial taking, destruction, or loss in value, unless Borrower and Lander of hervise agree in writing, he sums accured by this Security instrument shall be endouded by the emount of the Miscellaneous Proceeds mutiliplied by the tollowing fraction; joy the total amount of the sums secured immediately before the partial taking, destruction, or loss in value dovided by (b) the tax market value of the Property immediately and the process of the proce

before the partie lating, destruction, or loss in value. Any billions shall be paid to Borrower. before the partie lating, destruction, or loss in value. Any billions shall be paid to Borrower. Before the partie lating, destruction, or loss in value, and the Property in which the fair market value of the Property in mediately parties the parties lating, destruction, or loss in value, unless formwar and Leader or hardware agrees in value, unless formware and Leader or hardware agrees in value, in the formware and Leader or hardware agrees in value, in the lating the parties of the lating the struction of the sums secured by this Security instrument whether or not the sums are then due.

If the Property is abandoned by Borrowsc, or if, after notice by Lender to Borrowse that the Opposing Perty (see claimfact in the such sentence) offers to make an exact to settle a claim for deranges, Borrowser fails to respond to claimfact within 30 days after the date the notice is given, Lender is authorized to collect and spiry the Miscollanous Proceeds either to restanding on or repair of the Property or to the sums secured by this Socially instrument, whether or not then due. \*Opposing Perty' means the third party that owes Borrower Miscollaneous Proceeds or the party septiment of the Control of the Property of the Social Proceeds or the party against whom Borrower has a right of action in regard to Miscollaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in. Lender's judgement, could result in forthistive of the Property or other material implamment of Lander's interest in the Property or rights under this Security instrument. Borrower can cure such a default and, if acceleration has occurred, instinate as provided in Section 16, by causing the action or proceeding to be default and, if acceleration has occurred, instinate as provided for section 16, by causing the action or proceeding to be defaulted and in a ruling that, in Lender's judgment, precludes forfaiture of the Property or other material impairment of Lander's instinate in the Property or rights under this Security in the Property are hereby assigned and shall be asked to Lander.

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 Ralasacti; Forbeannos By Lander Nota Walver. Extension of the time for payment or modification of endoctation of the surface out of by this Security instrument granted by Lander to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lander shall not be required to commence proceedings ageinst any Successors in Interest of Borrower or to refuse to extend time for payment or otherwise modify ameritzation of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any Orbeanaco by Lender in exercising any right or remedy including, without limitation, Lander's acceptance of payments from third persons, entities of Successors in Interest of Borrower or in amounts isset than the amount then due, shall not be a walver of or preclude

10 Successor : many right or remedy,
13. Joint and Several Liability; Co-algners; Successors and Assigns Bound. Borrower covenants and agrees
that Borrower's obligations and ilability shall be joint and several. However, any Borrower who co-algns this Security

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 covenants 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. 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 Security 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 Security instrument to charge a specific fee to Bornover 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 Appilcable 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 other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan 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 make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. Notices. All notices given by Borrower or Lander in connection with this Security instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a 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 aftel to given by delivering it or by million it by first clase mail to Lander's address stated herein unless Lander has designated another address by notice in Borrower. Any notice in connection with this Security instrument shall not be deemed to have been given to Lander until itizatility received by Lander. If any notice required by this Security instrument is also required under Applicated Lev. In the Applicable Leve merguirement will satisfy the corresponding requirement under curity instrument

16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed 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 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 feminine gender; (b) words in the singular shall mean and include the plural and vice verse; 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 not limited to, those beneficial interests 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 Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be

cised by Lender If such exercise is prohibited by Applicable Law.

If Lander exercises this option, Lander shall give Borrower notice of acceleration. The notice shall provide a period find tess than 30 days from the date the notice is given in accordance with Section 15 within which Borrower miss 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 on Borrower.

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the

right to have enforcement of this Security instrument discontinued at any time prior to the earliest of (a) five days follow seed of the Property pursuant to Section 22 of this Security instrument, (a) such other period as Applicable, law might specify for the termination of Borrower's right to reinstate; or (a) early of a Judgment enforcing this Security instrument. Those conditions are that Borrower's 19 pays Lander at Justime White The would be due under this Security instrument. and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, Including, but not limited to, reasonable attorneys fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's rest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) ceatr; (b) money order; (c) certified check, beark check, fressurer's check or cachier's check; provided any such check is drawn upon an institution whose deposits are

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LOAN #: 6080408514

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 mensis fully effective sel if no acceleration had occurred. However, this right to enhalse shall not apply in the case of acceleration under Section 18.

29. Sale of Note; Change of Loan Bervicer; Notice of Girevence. The Note or a partial interest in the Note (operative this Security Instrument) can be sed on or or more times without prior notes to Borrower. A sale might result in a change in the entity (prown as the "Loan Servicer") that collects Periodic Psyments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note that these such price to the Servicer than 18 and the 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 of the Loan Servicer of the change which will alst at the name and address of the next Loan Servicer of the Instrument. Service the security instrument and performs of the Instrument of the

Neither Borrower nor Lander may commence, join, or be joined to any judicial action (as either an individual litigate or the member of a class) that sinces from the other party's actions pursuant to this Security instrument or that ellegas that the other party has breached any provision of, or any duty owned by reason of, this Security Instrument, until such Security Instrument that all seques that the other party has breached any provision of the party has breached and security of the security instrument, until such 150 cities of the security of the security instrument, until such notice to take 150 cities all segues threach and afforced the other party hierotia reasonable period after that giving of such notice to take 150 cities and the security of the party hierotian seasonable security. The notice of securities of the party hierotian provision of the party hierotian security of the party hierotian security. The notice of securities of the party hierotian securities of the securities of the party hierotian securities of the party hierotian

21. Hazardinia Bubstances. As used in this Section 21: (a) "Hazardinia Substances" are those substances defined as totic or hazardinia flushstances. As pollutaris, or wastes by Emironmental Law and the following substances: gascline, terosene, other flamination or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing abbestor of formalidaty/de, and redicactive materials (b) "Emironmental Law" means federal laws and laws of the jurisdiction where the Property is boated that relate to health, selety or emironmental production; (c) "Emironmental Law" can be referred laws. As a continued to the control of the control of the period of the control of the period of the control of

Environmental Condition "mains abondition that can eause, contribute to, crothevries trigger an Environmental Ceanur, Borrower shall not cause or prefirm the presence, use, disposal, storage, or release of any Hazardous Studistances, or threaten to release any Hazardous Studistances, on or in the Property, Borrower shall not do, nor allow anyone deta do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, dus to the presidence, suc, or release of a Hazardous Studistance, creates accordition that adversary to contribute the contribute of the Property of the Condition of the Property of first of the Property (including, but, not limited to, hezardous substances in consumer products). Borrower shall promptly yie a Larder written noticely (a) any investigation, claim, demand, it west or claim of the property contributed to the property (including, but, not limited to, hezardous substances in consumer products).

Bornower shall promotic give Lander written notice of (a) any investigation, claim, demand, issuad to other action by any governmental or regulatory searcy or private pairly involving the Propriyar and any Hazdrous Substance or Environmental Law of which Bornower has actual knowledge, (b) any Environmental Condition, Including but not Instead to, any palling, leashing, desharge, release or threat of release, of any Hazdrous Substance, and (c) any condition caused by the presence, use or release of a Hazdrous Substance which substances which such as the sale of the Property, if Sorter Indiana, and the Property of Sorter Indiana, and the sale of the Property of Sorter Indiana, and the Sorter Ind

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

22. Acceleration; Remodes. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any coverant or agreement in this Beautril; instrument (but not prior to acceleration under Section 18 unless Applicable Lewprovides ofherwise). The notice shall specify; (a) the default; (b) this action required to cure the default; (c) exists, not less than 40 days from the date this notice as plant to Borrower, by spinic the default must be default; (c) the section of the summand of the section of the summand of the section of the sectio

party for services rendered and the charging of the fee is permitted under Applicable Law.

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



LOAN #: 6080408514 BY SIGNING BELCW, Borrower accepts end agrees to the terms and covenants contained in this Security Instru-ment and in any Rider executed by Borrower and recorded with it. Witnesses: (1:14.31 (Seal) State of INDIANA County of LAKE SS: Before me the undersigned, a Notary Public for LUK-U. (Notary's County, Steep of Indians, personally appeared MICHAEL ROSENBERGER, name of signer), and acknowledged the execution of this instrument this \_\_i\_\_i\_\_ day of \_\_NName(...dn2\_). County of residence: Lender: Peoples Bank NMLS ID: 512564 Loan Originator: Jeremy Gorelick NMLS ID: 655170 Pecorder

INDIANA-Single Femily-Fannie Mae/Freddle Mac UNIFORM INSTRUMENT Form 3015 1/01 ICE Mortgage Technology, Inc. Initials: INEDEED 1016 INEDEED (CLS)



LOAN #: 6080408514

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

Carrie Maidonado

THIS DOCUMENT WAS PREPARED BY: PEOPLES BANK 8204 COLUMBIA AVENUE MUNSTER, IN 46321 219-853-7500

INDIANA-Single Family-Fennie Mee/Freddie Mac UNIFORM INSTRUMENT Form 3015 1/01 ICE Mortgage Technology, Inc. Page 10 of 10

Initials: INEDEED 1016 INEDEED (CLS)



#### **EXHIBIT "A"** LEGAL DESCRIPTION

File No.: 2123440

LOT 10, EXCEPT THE WEST 84.00 FEET BY PARALLEL LINES. IN DEER TRAIL VILLAS. AN ADDITION TO THE TOWN OF SCHERERVILLE, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 94 PAGE 13, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA, EXCEPT THE WEST 84.00 FEET THEREOF BY PARALLEL LINES.

S, IN.
ATHERE
TO OF LAKE COUNTY RECORDER

File No.: 2123440 Exhibit A Legal Description

LOAN #: 6080408514 MIN: 1012081-0000002546-4

#### PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 19th November, 2021 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date, given by the undersigned (the "Borrower") to secure Borrower's Note to Peoples Bank, a Corporation

(the "Lender"

of the same date and covering the Property described in the Security Instrument and located at: 318 Deertrall Ln, Schererville, IN 48375-2494.

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 Deer Trail Villa

(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, must instrument or any equivalent document which creates the Owners Association; and (iii) any by-lews or other rules or regulations of the Owners Association. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

B. Property Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the Property general proception instruction cannot, a mission of parameter proceptions mind the representation which is satisfactory to Lender and which provides insurance coverage in the amounts (including deductible levels), for the periods, and against loss by fire, hazards included within the term "extended coverage," and any other hazards, including, but not limited to, earthquakes and floods, for which Lender requires insurance, then: (i) Lender waives the provision in Section 3 for the Periodic Payment to Lender of the yearly premium installments for property insurance on the Property; and (ii) Borrower's obligation under Section 5 to maintain property insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

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

Borrower shall give Lender prompt notice of any lappe in required property insurance coverage provided by the master or blanket policy. In the event of a distribution of property histrance proceeds in lieu of restoration or repair following a loss to the Property, or to common areas and facilities of the PUD, any proceeds psyable to Borrower are hereby assigned and shall be paid to Londer. Londer shall apply the proceeds to the sums secured by the Security Instrument, whether not then due, with the excess, if any, paid to Borrower.

C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to ensure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

Initials: 1 MULTISTATE PUD RIDER-Single Femily-Fennie Mee/Freddie Mac UNIFORM INSTRUMENT Form 3150 1/01
ICE Mortsage Technology, Inc. Parts 1 of 2
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#### LOAN #: 6080408514

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 taking of all of any plan is the recognity of the common areas and reclines of the recognition of for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Section 11.

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and

with Lender's prior written consent, either partition or subdivide the Property or consent to: (1) the abandomment or termination of the PUD, except for abandomment or termination of the PUD, except for abandomment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain; (ii) any amendment to any provision of the of a taking by condemnation or emment comain; (ii) any amenoment to any provision or inter-Constituent Documents' if the provision is for the express benefit of Lender; (ii) termination of professional imanagement and assumption of self-management of the Owners Association; or (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptative to Lenders with the coverage maintained by the Owners Association unacceptation to Lenders when the then Lenders may pay them. Any as not pay PLID dues and assessments when due, then Lenders may pay them. Any as not pay PLID dues and assessments when due, Fishall become additional debt of Borrower secured by the Security Instrument. Unless Receives and I analys arrase in other terms of navmant these groups shall be at

state become adultaria used of burrower secure by the security instrument. Unless Borrower and Lunder, 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 ROSENBERGER County A MULTISTATE PUD RIDER-Single Family-F F3150RDU 0115 F3150RLU (CLS) 11/17/2021 09:53 AM PST ICE Mortgage Technology, Inc. Page 2 of 2

