2021-544671 12/28/2021 03:06 PM TOTAL FEES: 55.00 BY: JAS PG #: 13

STATE OF INDIANA LAKE COUNTY FILED FOR RECORD GINA PIMENTEL RECORDER

When recorded, return to: American Pacific Mortgage C/O DocProbe Attn: Final Document Department 1820 Swarthmore Avenue PO Box 2132 Lakewood, NJ 08701

Title Order No.: RLC-2186188 Escrow No.: RLC-2106188 LOAN #: 001164908 =

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MORTGAGE

MIN 1002793-0006700943-7 MERS PHONE #: 1-888-679-6377

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 December 29, 2021, together together with all Riders to this document

(B) "Borrower" is DANIEL S VISNACK, AN UNMARRIED MAN.

Borrower is the mortgagor under this Security Instrument. (C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the mortgages under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has mailing address of P.O. Box 2026, Flint, MI 48501-2026 and a street address of 1901 E. Voorhees Street, Suite C, Danville, IL 61834, MERS telephone number is (888) 679-MERS.

(D) "Lender" is American Pacific Mortgage Corporation.

Lender is a California Corporation, California. 200, Roseville, CA 95661.

organized and existing under the laws of Lender's address is 3000 Lava Ridge Court, Suite

INDIANA-Single Family-Fannie MaefFreddie Mac UNIFORM INSTRUMENT Form 3015 1/01 Page 1 of 10 ICE Morigage Technology, Inc.

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(E) "Nota" means the promissory notal signed by Borrower and dated December 20, 2021. The Not states that Borrower crows Lender TWO HUNDRED SIXTY FOUR THOUSAND AND NOTION" but states that Borrower has promised to pay this doubt in regular Periodic Psyments and to pay the dobt in tall not later that promisers the promover has promised to pay this doubt in regular Periodic Psyments and to pay the dobt in tall not later that promover that promover has promised to pay the dobt in tall not later that promover that promover that promover the property." (B) "Loan" means the dobt evidenced by the Note, gibts interest, any prepayment charges and late charges due under the Note, and stem due under this Security instrument, plus interest. (H) "Richers" means all Richers to this Security instrument that are executed by Borrower. The following Richers are to be executed by Borrower (Tech box as applicable): [Adjustable Rate Richer] Condomnium Richer State (Parmity Richer Planer) (Interest) [Plenered Lind Development Richer Contents)] [Adjustable Rate Richer] Disweebly Psyment Right (Plener) [Plenered Lind Development Richer Contents)]
(i) "Applicable Law" means all controlling applicable fedoral, 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 cipin. "Grant provided and the provided in the pro
which currently has the address of 9431 Renaissance Dr. Saint John.
[Street] [City
Indiana 46373 ("Property Address"): [Zip Code]

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

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agrees that MERS holds only legal fills to the interests granted by Borrower in this Security Instrument, but, if necessary to be comply with a comply in the company of the comply with a complete complete

BORROWER COVENANTS that Borrower is lawfully select of the estate hereby corroyed and has the right to mortugage, 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 excrutiveness or forcer?

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 Isans, Propayment Charges, and Late Charges. Sorrower shall pay when due the principal of, and interest on, the doble videocod by the Noise and may repsyment charges and take charges due under the Noise. Borrower shall also pay funds for Escrow Isans pursuant to Section 3. Payments due under like Note and this Security Instrument shall be made to 10. Scurrency. However, if any check or other instrument neceword "Pull-ander as payment under the Noise or this Security Instrument is instrumed to Lender ungold, Lender may require that ship or all subsequent payments due under the Noise and this Security instrument and in one or more of the following forms, as safested by Lender: (a) cash; (b) many order; (c) certified check, bank check (a public of the Charges) and the control of the Charges and the Charges an

Payaretts sing doement received by Lender when received at the location designated in the Note or at such other bostons as may be pleaniguated by Lender in accordance with the note provisions in Section 16. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loun current. Lender may accept any payment or grained payments are insufficient to bring the Loun current, while our waver of any rights hereunder or provided as the time of the payment of the p

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

If Lender receives a payment from Borrower for a fubility and Periodic Payment which includes a sufficient amount to pay any late charge due. The payment may be applied to the delinqual payment and the late charge. If more non-Periodic Payment is outstanding, Lender may apply any payment movived from Borrower to the repayment of the Periodic Payment is applied to the full payment of the Periodic Payment is, and to the extent that, each payment can be again if all. If the extent that any excase selfset the payment all applied to the full payment of one or more Periodiciff Payments, such excess may be applied to any late charges due. Nothartay prespayments shall be applied first or any prepayment, interpas and the mass described in finite Note. Any application of payments, linearnon proceeds, or Miscellaneous Psycholetic to principal due under the Note shall not extend or proctorum the described for charges the security of Priments.

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 Ileu 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 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 Lander requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Berrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower falls to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to pornit Lender to apply the Funds at the time specified under RESPA, and (b) partie exceed the maximum amount all ender can require under RESPA. Lender shall selfmate the amount of Funds due on the bests of current data end reasonable estimates of expenditures of future Escroy terms or otherwise in accordance with Applicable Law.



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The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentally, or entity fincularing Lender, if Lenders is an institution whose deposits are so insured or in any Federal Phore Loan Bank. Lender shall apply the Funds to pay the Secrew Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the secrew account, or veringing the Exercive terms, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an arguments in such is writing or Applicable Law requires interest to be paid on the Funds, canded shall not be admitted and the result of the charge shall be paid on the funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Eruda held in oscrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in sucordance with RESPA if there is a shortage of Funds held in scorow, and 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, Lender shall notely be payment. If there is a deficiency of Funds held in secrow, as defined under RESPA, Lender shall notely be payment. If there is a deficiency of Funds held in secrow, as defined under RESPA, Lender shall notely be considered with RESPA, and the result of the shall not be considered as a supplied to the shall result in the shall not be shall result in the shall resu

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

Finds held by Lender.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions altributable to the Properly which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any read Community Association Dues, Fees, and Assessments, if any. To the oxiont that these items are Escrow items, Borrower shall by them in the meanner provided in Section 3.

Borrower fixelity compty discharge any lien which has priority over this Socurity instrument unless Borrower, (i) agrees in writingly fixelly agreened of the citylicities secured by the fixel in an amount an exceptable to Leader, but only so long as Borrower is performing such agreement, (i) conclusts the lien in good faith by, or defends against enforcement of the lien in, logal proceedings which in Lender's opinion operate by prevent the enforcement of the lien in, logal proceedings which in Lender's opinion operate by prevent the enforcement of the lien while brows proceedings are profiting, but only unlike and proceedings are concluded, or (c) secures from the hallower than when the brown proceedings are profiting, but only unlike and proceedings are concluded, or (c) secures from the hallower than the properties of the supplication of the properties of the proceedings are concluded, or (c) secures from the hallower than the properties of the proceedings are concluded, or (c) secures from the hallower than the properties of the proceedings are profit to the proceedings are concluded, or (c) secures from the hallower than the properties of the proceedings are provided and proceedings are provided and proceedings are provided and provided and provided and provided and provided and provided and proceedings are concluded, or (c) secures from the hallower than the proceedings are provided and provide

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

5. Property insurance. Borrower shall keep the improvements row wisking or hereafter exceld on the Property insurance against lost by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, serthquakes and floods, flowing in limited requires insurance. This insurance shall be maintained in the proceding sentences can change during the term of title. Loan. The insurance carrier requires pursuant to the proceding sentences can change during the term of title. Loan. The insurance carrier providing the insurance shall be maintained in the proceding sentences can be provided to the proceding sentences of the senten

If Borrower fails to maintain any of the coverages described above, a finite may obtain insurance coverage, all. Lender's option and Borrower's expense. Lender is under no obligable to practical see propertical tryle or amount of coverage. Therefore, such coverage shall cover Lender, but might or night not proted. Borrower, Borrower's equity in the Property, a great sample with the property, against any risk, buzzard or failbilly and might finded greater or lesser coverage than was previously in effect. Borrower actinowledges that the cost of the insurance doverages or obtained might significantly exceed the cost of the insurance active range or obtained any significantly insuranced. These cost of the cost of the surance active range or obtained any significant to the cost of the insurance active range or obtained any significant to the cost of t

All insurance policies required by Lender and renewals of such policies shall be subject it Lender's right to disapprove such policies, shall induce a standard mortgage clause, and shall name Lender as mortgage anglers as an additional loss payes. Lender shall have the right to hold the policies and nerewal costilicates. If Lender requires, Borrower shall promptly give to Lender's all receipts of paid premiums and renewal notices. If Borrower obtains any former insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgages endors as an additional loss payes.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lander. Lander may make glob of loss if nor made permity by Borrower. Unless Lender and Borrower of themses agreed in writing, any insurance progeties, whether or not the underlying insurance was required by Lender, shall be applied to restoration or ropal of five Profesty, if the restoration or repair is excommissing floasible 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 that an apportunity is inspect such period, Lender and have the registration or most period to the shall have the registration period, Lender shall have the registration of the shall be applied to the shall be applied in the order provided for in Section 2.



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If Borrower abandons the Property, Lender may file, negotites and settle any available insurance claim and related maters. 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 owner, 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 ungaid under the Note or this Security insurance, and (b) any other of Borrower's rights (other than the right to any man of Lenders of Lenders and the Contract of Lenders and Lenders of Lenders and Lenders

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

shall not be unreadenedly withhele, or unless establishing contralmentates also with not not be universely extended to a contral the contralmentation of the Property inspections. Borrows shall not destroy, damage or impair the Property, allow the Property to destroy and commit wasto on the Property from destroying and the property and of the property from destroying the readened of the readened of

Lander or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property, Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. Borrower's Loan Application. Byrover shall be in default if during the Loan application process, Borrower or amounts of the description of Borrower or with Borrower's knowledge or consent gave materially false, miseading, or naccurgis information or statements to Lander (or failed to provide Lender with material information) in connection with the Loan. Material provisions include, but are not limited to, representations concerning Borrower's accupancy of the Property as Borrower's principal readsernce.

9. Protection of Lander's interest in the Property and Rights Under this Security instrument. If (a) Borrower Itals to perform the coverants and appearends contained in this Security instrument, (b) there is a legal proceeding that might significantly afford Lender's interest in the Property and/or rights under this Security Instrument (auch as a proceeding in hankwarpty, probate, for condementation or forfeiture, for enforcement of a lieu which may attain prority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender my do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property, and repairing this surver this Security Instrument, including protecting affor assessing the Value of the Property, and securing and/or repairing the Property in the Instrument, including the secured posterior to a bunkrupty proceeding. Securing the Property includes, but at host final to, and (c) paying reasonable attorneys' fees to protect its interest in the Property and or repairing in court, and (c) paying reasonable attorneys' fees to protect this interest. Security Instrument, including its secured postation at bunkrupty proceeding. Securing the Property includes, but it is not final to, entire the security Instrument, including its secured postation at bunkrupty proceeding. Security the Property includes, but it is not final to, entire the Security Instrument, including its secured postation and participations of designed and the Property includes the Security Instrument, including the secured postation and participations of designed and the Property includes the Security Instrument, including the secured postation and bunkrupty proceeding. Security the Property includes the Security Instrument, including the secured postation and bunkrupty proceeding. Security the Property instrument in the Security Instrument, including the secured postation and bunkrupty proceeding. Security the Property instrument in the Security Ins

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

If this Security instrument is on a leasehold, Borrower shall comply with all the polysions of the lease. Borrower shall not surrower the leasehold estate and inferests herein conveyed for terminate organical the ground lease. Borrower shall not, without the express written consent of Lender, after or amend the ground feater iff Borrower acquires fee title to the Property, the leasehold and the fee title shall not impege unless Lender agrees to the property in writing the writing the property in writing t

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 egreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity. or any 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 insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance," Further,

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage insurance, and they will not ontitle 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. Those rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

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

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property. if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period. Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such 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 agraement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, 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. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied

to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property. erty immediately before the partial taking, destruction, 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, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the

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

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in 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, by 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 interest in the Property or rights under this Security instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

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

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender 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. Lender shall not be required to commence proceedings against 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 Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy

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 presonisly obligated to py 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's ability to released from Borrower's obligations and liability under this Security instrument unless Lender agrees to such release in writing. The overants and agreements of this Security Instrument and India (security as provided in Section 20) and benefit the successors and assigns of Lord and Section 20) and benefit the successors and assigns of Lord.

4. Loan Charges. Lunder may clarge Bonover fees for services performed in connection with someway facility, for the purpose of protecting Lender's Interest in the Property and rights under this Security Instrument, Including, not fairnise to, attorneys' fees, proporty inspection and valuation fees. In regard to any other fees, the absonce of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construined as a prohibition to charge seems that the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Application.

If the Loan is subject to a low which sets maximum loan charges, and that law is finally interpreted so that the interest of other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, when (a) any substantial permitted limits are of the permitted limits and (b) any sums areas/collected from Borrower which exceeded permitted limits will be refunded to Borrower. However, choose to make the refunded to Borrower which exceeded permitted limits will be refunded to Borrower. Borrower in the refunded to Borrower in the refunded by direct payment to Borrower will consider a which consider a which is the sound to borrower in the refunded by direct payment to Borrower will consider a which in the sound to borrower will be a warm of the refunded by direct payment to Borrower will be resulted as a folicion Borrower might have arising out of such overwheath.

15. Notices A notices given by Borrower or Lender in connection with this Security instrument numb be in writing. Any motice to Borrower in connection with this Security instrument shall be deemed to have been given to Borrowerwhen mailed by first class maje or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall consult for 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 Juegler or Borrower shall prenge of address. It Lender specifies a procedure for reporting Borrower's change of address, then Berrower shall only report a change of address through that specified procedure. There may be only one designative finding address and the Sacurity Instrument at any rore time. Any notice to Lender shall be given by delivering in or by mailting to be travers and the sacurity instrument at any one time. Any notice to Lender shall be given by delivering in or by mailting to Borrower. Any notice in corrections with this Socurity instrument and any of the address by notice to Borrower. Any notice in corrections with this Socurity instrument and any one transfer address by notice to Borrower. Any notice in Corrections with this Socurity instrument and any one transfer address and the sacurity instrument and any one transfer address and the sacurity instrument and any one transfer address and the sacurity instrument and any of the sacurity instrument.

16. Governing Law; Savernability; Rulas of Construction. This Socurity instrument shall be governed by federal war and the law of the principlion in which the Prophysis located. All rights and obligations contained in this Security instrument are subject to any requirements and initiations of Applicable Law Applicable Law might explicitly in miplicity instrument are subject to any requirements and initiations of Applicable Law shall not be construed as a prohibition against agreement by contract. In the event that any provision of bottom of this Security instrument of the fields conflicts with a conflict of the conflict of the

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" fives 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' meaning, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or excrow orderment, the intent of which is the transfer of the by Borrower at a future date to a purchasor.

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 add or transferred without Lander's prior willen consent, Lander may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be reperied by Londer's such exercises by Londer's such exercises to brother if such exercises is prohibited by Apolicable Lander.

If Lender exercises this option, Lender shall give Entrower notice of acceleration. The notice Steal provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which 3 drawer must pay all sums occurred by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this provide. Lender may invoke any remedies permitted by this Security Instrument without further notice or demand only Botrower.

19. Borrower's Right to Reinstate After Acceleration. If Borrower make certain conditions, Borrower's Paliffajle the right to have enformment of this Security instrument disconfined at any lime prior to the seriests of c) silve dept settlers allow of the Proporty pursuant to Section 22 of this Security instrument, (b) such other period as Applicable Law rights selectly instrument, and the Acceleration and Security instrument. Those conditions are that Borrower; (a) pays Lander all sums which then would be due under this Security Instrument. Those conditions are that Borrower; (a) pays Lander all sums which then would be due under this Security Instrument and the Notes air Ton acceleration had occurred; (b) curses any default of any other coverants or agreements; (c) plays all oxpenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys flees, properly and rights under this Security Instrument, and (c) Intens such accion as Lander may reasonably require to severe that Lander's rights under this Security Instrument, and (c) Intens such accion as Lander may reasonably require to severe that Lander's this Security Instrument, and (c) Intens such accion as Lander may reasonably require to severe that Lander's this Security Instrument, and comment unchanged. Lander may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lander (a) cash; (b) money order; (c) certified check, breasured scheeck, provided and your such check (area way pan) in stitution whose deposits are check, provided and your such check is drawn upon an institution whose deposits are

AN #: 001164908

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. Salor of Note; Change of Loon Servicier; Notice of Garievance. The Note or a partial interest in the Note (orgether with his Security instrument) can be sold once or more times without prior notice to Borrower. A sale might result in a change in the entity (frown as the Loan Serviciar) that collects Periodic Psyments due under the Note and his Security instrument and periodicines other mortgage loan servicing obligations under the Note, his Security instrument, and Applicable Law. There also might be one or more changes of the Loan Service in the state of the Note. If there is a change of the Loan Service, flower written toolice of the change with will state the reams and address of the new Loan Service; the address to which payments should be made and any other information RESTM captures in commodition with a notice of transfer of servicing. If the Note is cold and thereafter the Loan is serviced by a Loan Service or their than the purchaser of the Note, he mortgage out an ever'day lighted to Service will make the Loan Service of the service of the new Loan Service of the service of the service of the new Loan Service of the Note that the Note of the Note

Neiline Borrower nor Lender may commence, join, or be joined to any judicial action (as either as individual Higher or the member of a dass) that arises from the other party's actions pursuant to this Security instrument or that alleged that the other party has breached any provision of, or any duty owned by reason of, this Security Instrument, until such party with such notice given in compliance with the requirements of Section 19-judy of the party that the consortable proto differ the giving of such notice to be the requirement of the party with such notice given in compliance with the requirements of Section 19-judy of the party the party the proton of the true giving of such notice to take the party with a section and proton the party with the party with such as the party of the par

Borrower shall not cause or primit the presence, use, disposal, storage, or release of any Hazardous Substance, or or threaten to release any Hazardous Substances, or or in the Property Renover shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, re(c) which, due to the presence, use, or release of a Hazardous Substance, creates are condition that advansely affects the value of the Property. The proceding two sentences shall not apply to the presence, use, or shough on the use and to maintain any of the Property (in the Condition, recommended to the Property Condition).

Borrowar shall promply gloc Londor written paties of (a) any investigation, claim, demand, lawcuit or other action by any governmental or regulatory agency or private pathy moleting the Proporty and any Hazardson. Substance or Emironmental Law of which Borrower has actual knowledge, (b) any Emironmental Condition, including but not limited to, any spilling, leaking, telestage, relaises or threat or fleetages of any Hazardous Substance, and (c) any condition caused by the presence, use or rolesse of a Hazardous Substance, which adversely affects the without of the Proposity. If any cover learns, or is notified by any commental or condition of any condition or or other correlations of surplivation pathy. That any removal or other remediation of any Frazzdous Substance affecting the Property of glockessity, (Dromore shall promptly labe all records). The Proportion of the Property of Substance affecting the Property of glockessity, (Dromore shall promptly labe all records).

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

22. Acceleration; Renodies, Londer shall give notice to Borrower prior to acceleration following Borrower's breach of any coverant or agreement in this Security instrument (but ned prior to acceleration under Section 18 unless Applicable Lawprovides otherwise). The notice shall specify (a) the default; (b) this action required to curel to unless Applicable Lawprovides otherwise). The notice shall specify (a) the default; (b) this action required to curel the default (c) action to borrower, by which the default must be cured; and (d) that failure to cure the default on or before the data specified in the notice may result in acceleration of the sums secured by this Security Instrument, Foreicasure by Indical proceeding and eadle of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to say in the representation of the colors. The representation of the colors of the colors of the representation of the right to accelerate the representation of the colors. The default is not cured on or before the date specified in the notice, Lender at its option may require immediate payments in the colors of the violance.

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 Low.

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



LOAN #: 001164908 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: /2-/2-6 /2 / (Seal) State of INDIANA County of LAKE Before me the undersigned, a Notary Public for (Notary's county of residence) County, State of Indiana, personally appeared DANIEL S VISNACK, (name of signer), and acknowledged the execution of this instrument this _____ day of / My commission expires: County of residence: (Printed/typed name), Notary Public RENAYE MANLEY Notary Hublic - Seal Lake County - State of Indiana ny Recorder Commission Number NP0730902 My Commission Expires Jan 11, 2029 Lender: American Pacific Mortgage Corporation NMLS ID: 1850 Loan Originator: Mike Fornero NMLS ID: 231714

INDIANA-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3015 1/01 ICE Mortgage Technology, Inc. Page 9 of 10

NEDEED 1016 INEDEED (CLS) 12/16/2021 10:41 AM PST



LOAN #: 001164908

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

AMERICAN PACIFIC MORTGAGE CORPORATION 3000 LAVA RIDGE COURT, SUITE 200 ROSEVILLE, CA 95661

THIS DOCUMENT WAS PREPARED BY:

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

INEDEED 1016 INEDEED (CLS) 12/16/2021 10:41 AM PST



LEGAL DESCRIPTION **EXHIBIT A**

Order No.: RLC-2106188

For APN/Parcel ID(s): 45-11-34-127-001.000-035 For Tax Map ID(s): 45-11-34-127-001.000-035

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OF LAKE. LOT 26 IN RENAISSANCE SUBDIVISION UNIT 1, AN ADDITION TO THE TOWN OF ST. JOHN, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 96, PAGE 2, IN THE OFFICE OF THE

RECORDER OF LAKE COUNTY, INDIANA.

LOAN #: 001164908 MIN: 1002793-0006700943-7

PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 20th December, 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 American Pacific Mortgage Corporation, a California Corporation

(the "Lender")

of the same date and covering the Property described in the Security Instrument and located at: 9431 Renaissance Dr., Saint John, IN 46373.

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 9431 Renaissance

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

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

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

B. Property Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the Property which is satisfactory to Lender and which provides insurance coverage in the amounts (including deductible levels), for the periods, and against loss by fire, hazards included within the term "extended coverage," and any other hazards, including, but not limited to, 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 lapse in required property

insurance coverage provided by the master or blanket policy.

In the event of a distribution of property insurance proceeds in lieu of restoration or repair following a loss to the Property, or to common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender. Lender

shall apply the proceeds to the sums secured by the Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

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

MULTISTATE PUD RIDER-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3150 1/01 F3150RDU 0115 ICE Mortgage Technology, Inc. Page 1 of 2 F3150RLU (CLS)



1 OAN #: 001164908

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

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent for (i) the abandonment or termination of the PUD, except for abandonment or termination required by the in the case of substantial destruction by fire or other causalty or in the case of the ca

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

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

DANIEL SVISNACK DATE

MULTISTATE PUD RIDER-Single Family-Fannia MaeiFreddie Mac UNIFORM INSTRUMENT Form \$150-101 ICE Mortgage Technology, fac. Page 2 of 2 F1100KU (CLS) F1100KU (CLS)

