2022-500958 01/07/2022 10:25 AM TOTAL FEES: 55.00 BY: JAS PG #: 13 STATE OF INDIANA LAKE COUNTY FILED FOR RECORD GINA PIMENTEL RECORDER

When recorded, return to: American Fidelity Mortgage Services, Inc. Attn: Final Document Department 1776 S. Naperville Rd. Bldg B 101B Wheaton, IL 60189-5831

Title Order No.: CTNW2107242 Escrow No.: CTNW2107242 LOAN #: WHT2100665

-[Space Above This Line For Recording Data]-

MORTGAGE

MIN 1003940-1080053352-4

Borrower is the mortgagor under this Socurity Instrument.

(C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Londer and Londer's successors and sissings, MERS is the mortgage under this Security Instrument, MERS is organized and sustaining under the tows of Dejavare, and has mailing address of PO, Box 2028, Fisht, MI 1998 (1994) and the superior of the Control of the Control of Co

(D) "Lender" is American Fidelity Mortgage Services, Inc.

Lender is a Corporation, Illinois. 101B, Wheaton, IL 60189-5831. organized and existing under the laws of Lender's address is 1776 S. Naperville Rd. Bldg B

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(B) "Borrower" is Kory M Shine and Rebecca A Shine, husband and wife.

INEDEED 1016

27XW2107242



CHICAGO TITE INSURANCE COMPANY

NOTAN OFFICIAL DOCUMENTATION OF THE LOAD AT THE LOAD A	V
(E) "Note" means the promissory note signed by Borrower and dated January 4, 2022. The Note states that Borrower owes Lender TWO HINDERD SIXTEEN THOUSAND AND NOTED.	
Dusin (U.S. \$216,000.00) plus interest, Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full in oil after than February 1, 2052. (B) "Property" means the property that is described below under the heading "Transfer of Rights in the Property." (B) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security instrument, plus interest. (H) "Riders" means all Riders to this Security instrument that are executed by Borrower. The folicoting Riders are to be a secured to the security instrument that are executed by Borrower. The folicoting Riders are to be a secure of the security instrument that are executed by Borrower. The folicoting Riders are to be a secure of the security instrument that are executed by Borrower. The folicoting Riders are to be a secure of the security instrument that are executed by Borrower. The folicoting Riders are to be a secure of the security instrument that are executed by Borrower. The folicoting Riders are to be a secure of the security instrument that are executed by Borrower. The folicoting Riders are to be a secure of the security instrument that are executed by Borrower. The folicoting Riders are to be a secure of the security instrument that are executed by Borrower. The folicoting Riders are to be a secure of the security instrument that are executed by Borrower. The folicoting Riders are to be a secure of the security instrument that are executed by Borrower. The folicoting Riders are to be a secure of the security instrument that are executed by Borrower. The folicoting Riders are to be a secure of the security instrument that are executed by Borrower. The folicoting Riders are to be a security of the security instrument that are executed by Borrower. The folicoting Riders are to be a security of the security of	
(f) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions. (J) "Gommunity Association Dues, Feas, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borgiver or the Property by a condominium association, homeowners association or similar organization. (K) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tage so as to order, instruct, or sulprige a financial institution to debit or credit an account. Such term includes but is not	
imited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, whe transfers, and automated clearinghouse transfers final part described in Section 3. (L) "Escrow Rems" means those terms ring are described in Section 3. (M) "Miscellamous Proceeds" means any crospensation, settlement, award of damages, or proceeds paid by any third (M) "Miscellamous proceeds proceeds paid suffer the coverages described in Section 50 for; (i) damages, or proceeds paid sufficient party (ii) the settlement of the settle	
TRANSFER OF RIGHTS IN THE PROPERTY This Security Instrument secures to Lender () the repayment of the Loan, and all renewals, extensions and modifications of the Note, and (ii) the performance of Borrower's ocverants and agreements under this Septicity Instrument and the Note. For this purpose, forovervie does hereby mortgage, grant and convey to MERS (solely as roomine for Lender's auccessors and assigns of MERS the following described property located in the County [Name of Recording austraction]: SEE ATTACHED EXHIBIT A ATTACHED HERETO AND MADE A PART OF	
Name of Recording austacking . SEE ATTICATED EXHIBIT A ATTACHED HERETO AND MADE A PART OF APN 6: 45-15-25-106-008.000-043	0
which currently has the address of 13401 Cardinal Ln, Cedar Lake,	

Indiana 46303

[Zip Code]

("Properly Address"):

[Street] [City]

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 title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nomine 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 Property and to take any action recurred of Lender including, but not limited to, releasing and canceling this Security instrument.

BORROWER COVENANTS that Borrower is lawfully selised 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 Nole 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 Note and this Security Instrument shall be made in U.S. currency. However, If any charder or their instrument received by Lender as payment under the Note of this Security Instrument is externed to Lender unpaid, Lender may require for the Note of this Security Instrument is externed to Lender unpaid, Lender may require form the Note of this Security Instrument is made in one or owner of the Tolking Lender in Security Instrument is a selected by Lender (i), good lender in the Note and this Security instrument by made in one or owner of the Charge Charge Charge Instrument in the Note of the Note of

Payments are deemed vigelived 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 Scalotin 15. Lender may return any payment or partial payment is sufficient to being the Loan current. Without water of any rights hereunder or prejudice to be rights to return a supplied to partial payment is explicit as of the second payment or partial payments in the future, but Lender is not obligated to apply such apyments as the time such payments as all explained in each periodic Payment is applied as of its scheduled due date, time Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds will Borrower makes apyment to bring the Loan current. If Borrower despend a payment of the loan current II Borrower despend and the loan current the Note immediately prior to foreigness. Not dos on within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied and such funds will be applied to the outstanding principal balance under the Note immediately prior to foreigness. No of column with 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 overents and agreements secured by this Security instrument.

Application of Payments or Proceeds. Except an otherwise described in this Section 2, all payments accepted
and applied by Lender shall be applied in the following order of pipolity? (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 tested prages, second to any other amounts due
under this Security instrument, and then to reduce the orinicable salerice of the Note.

If Lender reserves a payment from Borrower for a delinquent Perfotic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent flayment and the late charge. If more than one Periodic Payment is cuttanding, Lender may apply any payment received from Borrower to the repayment of the periodic Payment is of the repayment of the periodic Payment is if and to the extent that, each payment can be ped in fulf. In the repayment that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such access 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 escrowed by Borrower, and such dues, fees and assessments shall be an Escrow item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and. If Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a walver, 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 walver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall settlinate the amount of Funds due on the basis of current data and reasonable settlinates of expenditures of the

Escrow Items or otherwise in accordance with Applicable Law.



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LOAN #: WHT2100665

The Funds shall be held in an institution whose deposits are insured by a faderal agency, instrumentality, or entity, including Lender, if Lender is an institution whose deposits are so insured or in any Federal Home Lona Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Berrower for holding and applying the Funds, annually enabyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless therefore pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless to pay Borrower any Interest or emplicable Law provinces interest to be paid on the Funds. Lender shall not be required to pay Borrower unity Interest or semiplicable Law provinces interest to be paid on the Funds. Lender shall be paid to the Funds are countried to the Control of the Funds are considered to the Control of the Funds are required by RESPA.

If there is a surplus of Funds hald in accrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of funds held in secrow, as defined under RESPA, Lender shall nostly Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make by the shortage in accordance with RESPA, but no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as offered under RESPA, Lender shall notify borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in or more than 12 monthly to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in or more than 12 monthly

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

4. Charges: Liens, Eorrower shall pay all taxes, assessments, charges, fines, and inpositions attituable to the Proporty winds not alliatin priority over this Security Instrument, lesseled payments or ground rests on the Property, if any, and Community Assidiation Dues, Fees, and Assessments, if any, To the extent that these litems are Escrow Items, Borrower shall only with fill liftly among provided in the Section 3,

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower. (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such such agreement, (b) contests the lien in good fall by, or defends against enforcement of the lien in, legal proceedings which in Lender's colonion operate to preven the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded, or (c) secures from the holder of the lien an agreement stal-stockory to Lender's subordinating the lien full bile Security Instrument. It lender delamines that any part of the Property is subject to a lien which can attain priority oler, this Security instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is love. Borrower shall stadiet the lien or take one or more of

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.

the actions set forth above in this Section 4

5. Property Insurance, Borrower shall keep the imgovernents now existing or hereafter ercoted on the Property insurance against tosts by fire, hazards included within the tell'moterance coverage," and any other hazards including, but not limited to, carthquakes and floods, for which Lender retiguies jungance. This insurance shall be maintained in the amounts (including deductible levels) and for the perfects that Lingdie requires. What Londer requires parameters to the amounts (including deductible levels) and for the perfects that Lingdie requires parameters to the control of the perfect of the per

If Borrower fails to maintain any of the coverages described above. Lender may obtain insurance coverage at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or grown of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower. Borrower's equally in the Property or the contents of the Property against any risk, hazard or lability and might provide greater or isseer coverage than was previously in effect. Borrower acknowledges that the cost of the insurance overage so obtained might selected severage than the cost of insurance and Borrower could have obtained. Any amounted fabbused by Lender under like Section 5 shall become additional calc of Districtions and the cost of the insurance of control to the cost of the section 5 shall be control additional cost of the cost

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to tissappreve such policies, and include a standard mortages clause, and shall name. Lender as mortgages endrol as an additional loss payer. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrover's tight promptly give to Lender all recopies of paid premiums and renewal nations. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortage clause and shall name. Lender as mortgages endror so an additional tips spayes.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender, Lender may make proof of loss in forn dang promptly by Borrower. Unless Lender and Borrower chlorewise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if he restoration or repair is economically feasible and Lender's security in not lessened. During such repair and restoration pariod, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect a such property in censure the work has been completed to Lender's satisfaction, provided hat such inspection shall be understaken promptly. Lender may dictivuse proceeds for the repairs and restoration in a single payment or in a series of progress manual as the work is completed. Unless an agreement is made in writing or Applicable Lender requires interest to be paid on such insurance proceeds. Lender shall not less an agreement is made in writing or Applicable Lender requires interest to be paid on such insurance proceeds. Lender shall not shall be applied to the proceeds and the shall be applied to the part of the proceeds. Fees the proceeding of the proceeding the proceeding the proceeding the proceeding the proceeding the proceeds. Fees the proceeding the proceeding



If Borrower abandons the Property, Lender may Ille, nepolate and sellle any available insurance claim and related maters. If Borrower does not respond within 30 delays to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or his Cecurity insurance, and (b) any other of Borrower's rights (other than the right to any returned of unement permanure paid the Property Lender may use the insurance proceeds either to return the right carry entire of unement permanure paid the Property. Lender may use the insurance proceeds either to coverage of the Property cover this Security Insurance, value or not then due,

Occupancy, Borrower shall occupy establish, and use the Property as Borrower's principal residence within
old agar after the execution of this Security instrument and shall continue to occupy the Property as Borrower's principal
residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent
shall not be unreasonably withheld, or unless extenualing circumstances exist which are bezoned Borrower's control.

7. Preservation, Maintenance and Protection of the Prostarty index who as purpose bounders sound agree or impact the Property allow the Property in order to protect the Property for the Property in a protect to protect the Property allowed a consistent of the Property in a protect to protect the Property in a protection in a protect

Lender of 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 Lan Application. Borrower shall be in default if, during the Loan application process, Borrower on any persons or entities acting at the direction of Borrower's North Borrower's Nowledge or consent gave materially late, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. Protection of Landeris Injected in the Property and Rights Under this Security Instrument. If a) Borrower falls to perform the covenants and agreements contained in this Security Instrument, B) here is a legal proceeding that might significantly affect Lander's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptor, probate, for conferement or for feature, for entrorement of a len which may attein priority over this Security Instrument for the force laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whalever is reasonable) or algority between the clander's interest in the Property, and security instrument, including protecting indipressessing the value of the Property, and securing and/or repairing the Property, therefore schools can include, but are including only any secured by a len which has priority over this Security instrument, (b) appearing in civili, land (c) paying reasonable attoriety instrument, but and or rights under this Security instrument, including its secured position in a barbrupty proceeding, to the Property and or rights under this Security instrument, and or rights under his Security instrument, and or rights under this Security instrument, and or rights under this Security instrument, and or right surface in the Security instrument, and or repairing any construction in a barbrupty proceeding, to the Property and or right surface in the Security instrument, and the security instrument and the securit

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

If this Security instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. Borrower shall not surrender the leasehold estate and interests herein conveyed or terminate or capitagle the ground lease. Borrower shall not, without the express written consent of Lender, after or amend the ground jesse. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to life merger in writing.

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgace insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an atternate 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.



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 insurance evaluate their total risk on a such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurar and the other party (or praints) 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 premiume).

As a rosult of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the Inseption, 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 insurers or fisk, or reducing losses. It such agreement provides that an affiliate of Lender takes, a share of the insurer's risk to exchange for a share of the premiums paid to the insurer, the arrangement Is often termed "capitar einsurance." 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 entitle Borrower to any refund.

(b) Any such yarm not entire borrower of any return has a lift any - with respect to the Mortgage (b) Any such agreements will not affect the rights Borrower has - If any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage envirance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearmed at the time of such cancellation or termination.

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

If the Property is demised, such Miscollaneous Proceeds shall be applied to restoration or repair of the Property (the restoration or repair is degrandically feasible and Lender's security is not lessened. During such repair and restoration period. Lender shall have the right to hold such Miscollaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may leay for the repairs and restoration in a single disbursement or in a series shall be undertaken promptly. Lender may leay for the repairs and restoration in a single disbursement or in a series shall be paid on such Miscollaneous Proceeds, Lender shall not be required to pay Sorrowar any interest or earnings the series of the paid on such Miscollaneous Proceeds, Lender shall not be required to pay Sorrowar any interest or earnings the sessened, the Miscollaneous Proceeds shall be adopted to the sums secured by this Sourchily Instrument, whether or not then due, with the excess, if any, paid to Borrower (Such Miscollaneous Proceeds shall be applied in the order provided for in Section 2.

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

In the event of a partial taking, 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 of the Property immediately before the partial taking, destruction, or loss in value or the sums socured by this Genutri or instrument immediately before the partial steing, destruction, or loss in value, unless Borrower and Lender or therwise agree in writing, the sums secured by this Genutry instrument table be reduced by the amount of the twins secured immediately the sum of the stein of

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, unless borrower and tender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next servince) offers to make an averant to settle a claim for chamages, Borrower fails in espond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscallaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security instrument, whether yor not then due. "Opposing Party" mans the third party that owes Borrower Miscallaneous Proceeds or the party against whom Borrower has a nitholt action in repair to Miscallaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgnent, could result in frofeliur of the Propenty or other material impairment of Lender's interest in the Propenty or dripts 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 ruing flat, in Lender's judgment, privatures in Section 19, by causing the action or proceeding to be dismissed with a ruing flat, in Lender's judgment, privatures instrument. The proceeds of any owned or calm for damages that are attributable to the impairment of Lender's interest in the Propenty are breefly 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 Walver. Extension of the time for payment or modification of amountation of the sums secured by this Securily instrument granted by Lender to Borrower or any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any damand made by the original Borrower or any Successors in Interest of Borrower, Any forbearance by Lendert of any Successors in Interest of Borrower or any Successors in Interest of Borrower or Interest or Inte

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



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Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security instrument, (b) is not personally obligated to pay the sums secured by this Security Instrument, and (c) dayees that Londer 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. Barrower shall not be released rrime 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 (secret as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. Londer may charge Borrower fees for services performed in connection with Borrower's default, of the purpose of protecting Londer's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, properly inspection and valuation fees. In regard to any other fees, the observe of as authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Application.

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 callected or to be collected in connection with the Loan exceed the permitted limit, when (a) any such loan charge shalf big-reduced by the amount necessary to reduce the charge to the permitted minit and (b) any sums already collected from Betrower which exceeded permitted limits will be refunded to Berrower. Leader may choose to make this refund by reduring the principal owed under the Note or by making a clirect payment to Borrower. If a refunder reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (which or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund make by direct payment. Borrower will constitut a simplifying day my joint of action Borrower mild in two are fault of such overhands.

15. Notices. All notices given by & Crowar or Lender in connection with this Security Instrument must be in writing. Any notice to Bornover in connection with this Security instrument shall be deemed to have been given to Bornover when mailed by first class mail or when abitually delivered to Bornover's notice address if sent by other means. Notice to any cerebornover shall constitute notice to all effortives unless Applicable. Law expressly requires otherwise. The notice address shall be the Property Address unless Bornover has designated a substitute notice address by notice to Lender. Borrover shall promptly notify Lender of Borrover's change of address his Lender specifies a procedure for reporting Borrover's change of address his Change of Borrover's change of address through that specified procedure. There may be only one designated notice address under this Security Instrument Langue time. Any protice to Lender shall be given by delivering it or by making it by first glass may be a change of address through the standard that the change is address through the standard that the change is a contraction of the change of address through the standard that the change is a contraction of the standard that the change is a contraction of the standard that the change is a contraction of the standard that the change is a contraction of the standard that the change is a contraction of the standard that the change is a contraction of the standard that the standard tha

16. Governing Law; Severability: Rules of Construction. This Security instrument shall be governed by federal town and the law of the jurisdiction in which the Property is located. All rights and ottiglations cortained in this Security instrument are subject to any requirements and limitations of Applicable Law. Applicable Law may be a subject to any requirements and limitations of Applicable Law. Applicable Law may be a subject to any requirements and limitations of Applicable Law. Applicable Law such conflict and any such conflict shall not affect other provisions of this Security instrument or the Note which can be given effect without the conflicting provision.

effect without the conficting 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 versa; and

(c) the word "may" gives sole discretion without any obligation to take any action. 17. Borrower's Copy, Borrower shall be given one copy of the Note and of this Security Instrument.

18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18. "Interest in the Property" means any legal or beneficial interest in the Property including, but not limited to , those beneficial interest in the Property including, but not limited to , those beneficial interest is transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the interior 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 for it Borrower is not a natural or an analysis of the Property is sold or transferred to it Borrower is not a natural require immediate payment in full of all sums secured by this Socurity instrument. However, this option shall-include exercised by Lender if such exercise is prohibited by Applicable Law.

It Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period

of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay.

Lender may invoke any remedies permitted 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 Sorrower meets certain conditions. Sorrower shall have the right to have inforcement of this Security Instrument discontinued at any time prior to the entire of 46 yets before sale of the Property pursuant to Section 22 of this Security instrument, (b) such other period as Applicable Law right) specify for the termination of Borrower's right to reinstate, or (c) entry of a judgment enforcing this Security instrument. Those conditions are that Borrower (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if an acceleration and occurred, (b) cover any default of any other coverants 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 (c) takes such action as Lander may reasonably require to assure that Lender's received the security instrument and th



insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon roinstatement by Borrower, this Security instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. Sale of Note; Change of Loan Servicer, Notice of Grievanco. The Note or a partial interest in the Note (together with this Security instrument) can be sold one or more times without prior notice to Borrower. As alse might result in a change in the entity (known as the "Loan Servicer") that collects Perdoid Payments due under the Note and the Socurity Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unreleted to a sale of the Note. Ithere is a change of the Loan Servicer. Borrower will be given written notice of the change within will sale the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in commection will be notice of insafer of servicer, the information of the change of the Loan Servicer of the sold and therefore the Loan Servicer of the sold and the service of the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in commection will be notice of insafer of servicing. If the Note is add and therether the Loan is serviced by a three thre

Neither Borrower not ender may commence, join, or be joined to any judicial action (as either an individual litigan or the member of a class) that arises from the other party's exicition, pursuant to this Security instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirement of Section 15/07lexuch alleged breach and afforded the other party harded a reasonable period after the giving of such notice to take obscingative action. If Applicable Les provides a time period which must eliapse before certain action can be latent, that confidence is not to the party of the period which must eliapse before certain action can be latent, that to cufe given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 15 half be deemed to satisfy the notice and comporting to take controllerations of this Section 15 half be deemed to satisfy the notice and opportunity to take corrective section provisions of this Section 15 half be deemed to satisfy the notice and opportunity to take corrective section provisions of this Section 15.

21. HisgarGeus Substances. As used in this Section 21. (a) "Hazardous Substances" are those substances defined a tools or flagardous substances, pollutants, or vesteles by Environmental Law and the following substances: geadine, kerosene, other(flagina) belief or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing absector's (Finglishelphe, and radiocative methralists; (b) "Environmental Law" manse federal laws and laws of the jurisdiction where tip "Typerty is located but each to teach, safety or environmental production; (c) "Environmental Centrus, "Finronmental Centrus," or confident in the confidence of the confidenc

Borrower shall not Cause gripernil the presence, use, disposal, storage, or release of any Hazardous Substances, or threate no release any Hazardous Substances, or in the Property Borrower shall not do, nor ellow anyone dies to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Contilion, or (c) which, due to the presency, use, or release of a Hazardous Substance, or case as confident had deversely affects the value of the Property. The greening two sentences shall not apply to the presence, use, or storage on the use of the property in the property in the presence of the pres

Borrower shall sromptly give Lender writtign niptee of (a) any investigation, claim, demand, lawault or other action by any governmental or regulatory appear or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any pilling, leaking, discharger, refesse or threat of reflesses of entry activations. Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property if Borrower laams, or is notified by any governmental or regulatory authority, or any pivited party, it all any internal or other remedial actions in accordance with Environmental Carlos. Notificial private in the Carlos Ca

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

22. Acceleration, Remedies, Lender shall give notice to Borrower procise acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but no tight or to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify; (a) the default; (c) the action required to cure the default to a day a from the acte the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in this notice may result in acceleration of the sums society by this Security instrument, for foreclosure by fudicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to search in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payments in the default of the summer of of the s

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

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



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:	
/	
KORY M SHINE / /- 4-22 (Seal)	
KORY M SHINE DATE	
DETERMINE DATE	
REBUCCA A SHINE DATE	
State of INDIANA	
County of LAKE SS:	
Refore me the undersigned, a Notary Public for Lake (Notary's	
county of residence) County State of Indiana, personally appeared KORY M SHINE AND REBECCA A SHINE,	
(name of signer), and acknowledged the execution of this instrument this 4th day of JANUARY, 2022.	
-2/2 /2 2/5 Q//	
My commission expires: (Notarys signature)	
County of residence: Emily Kurczynski	
(Printed/typed name), Notary Public	
(Frinteshtyped name), Hosary Fublic	
Lender: American Fidelity Mortgage Services, Inc.	
Loan Originator: Joseph A Cuttone Lake County	
NMLS ID: 179834 risk Mily Commission Expires	
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INDIANA-Single Femily-Famile Mae/Freddle Mac UNIFORM INSTRUMENT Form 3015 1/01 ICE Mortgage Technology, Inc. Page 9 of 10 INEDEED 1016	
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EACH SOCIAL SECURITY NUMBER IN THIS DOCUMENT, UNLESS REQUIRED BY LAW.

THIS DOCUMENT WAS PREPARED BY: AMERICAN FIDELITY MORTGAGE SERVICES, INC. 1776 S. NAPERVILLE RD. BLDG B 101B WHEATON, IL 60189-5831

Borry Fitzfretride

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



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EXHIBIT "A" Legal Description

For APN/Parcel ID(s): 45-15-25-106-008.000-043

COUNTY PECONDA LOT NUMBERED EIGHT (8) IN ROBINS NEST UNIT NO. 1, AN ADDITION TO THE TOWN OF CEDAR LAKE, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 79, PAGE 80 AND AMENDED BY A PLAT OF CORRECTION RECORDED IN PLAT BOOK 80, PAGE 35 IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

NOT AN OFFICIA

MIN: 1003940-1080053352-4

PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 4th January 2022 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 Fidelity Mortgage Services, Inc., a Corporation

(the "I ender")

of the same date and covering the Property described in the Security Instrument and located at: 13401 Cardinal Ln, Cedar Lake, IN 46303.

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 Robins Nest

(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 MaeiFreddie Mac UNIFORM INSTRUMENT Form 3150 1/01 ICE Mortgage Technology, Inc. F3150RDU 0115 Page 1 of 2 F3160RLU (CLS)



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

F. Remedies. If Borrower does not pay PUD dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment. hese 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 raquesting payment.

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

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