2022-507989 02/23/2022 01:43 PM TOTAL FEES: 55.00 BY: JAS PG #: 13 STATE OF INDIANA LAKE COUNTY FILED FOR RECORD GINA PIMENTEL RECORDER

When recorded, return to: LeaderOne Financial Corporation Attn: Final Document Department 7500 College Blvd., Suite 1150 Overland Park, KS 66210

Title Order No.: 241217-747-372

LOAN #: 2200347482

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MORTGAGE

MIN 1007212-1200346057-0 MERS PHONE #: 1-888-679-6377

DEFINITIONS

Words used in multiple sections of this document an afefined below and other words are defined in Sections 3.11.13. 13. 20 and 21. Certain rules regarding the usage of Syedu used in this document are also provided in Section 16. (A) "Security instrument" means this document, which is dated February 17, 2022.

(B) "Borrower" is PHILLIP E. SIBERT, INDIVIDUAL.

Borrower is the mortgagor under this Security Instrument.

(C) "MERS" is Morgage Electronic Registration Systems, Inc. MERS is a separate comparation that is adding solely as a nominee for Lender and Lender's successors and assigns. MERS is the mortgagee under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has making addiess of IP.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 LeaderOne Financial Corporation.

Lender is a Corporation, Kansas. Overland Park, KS 66210. organized and existing under the laws of Lender's address is 7500 College Blvd., Suite 1150,

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Initials INEDEED 1016 INEDEED (CLS) 02/16/2022 10:02 AM PST



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 unders

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agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or crustom, MERS (as nomines for Lender and Lender's successors and assigns) has the right; to exercise any or all of those interests, including, but not limited to, the right to foreclose and self the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully scient of rithe 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 the Note by the Security Instrument is able bande in U.S. currency. However, if any check on other instrument received by Leridge as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any Exp. all subsequent payments due under the Note and this Security Instrument is made in one or more of the had any Exp. all subsequent payments due under the Note and this Security Instrument is made in one or more of the cashine's exhibit ships of the Charge of

Payments are de-med received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Scientin 15. Lender may return any payment or partial payments for partial payments are insufficient to bring the Loan current. Lender may accept any payment or opartial payments in sufficient to bring the Loan current. Without waver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future. But Lender is not obligated to apply such payments and the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest in unapplied funds. Lencer may hold such unapplied funds will Borrower makes appwint to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Sorower. If not applied earlier such funds will be applied to the cutstanding principal balance under the Note immediately optif to foredous. No offset or dain which Borrower might have mow or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the coverants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Is reept as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such playments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal bilance of the Note.

If Lender receives a payment from Borrowar for a delinquent Periodic Payment which includes a sufficient amount to pay any late Change due, the payment may be applied to the (felliputent payment and the late change. If more than one Periodic Payment is outstanding, Lender may apply any payment/secoved from Borrower to the repayment of the Periodic Payment is, and to the extent that, each payment can be pild inyful. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payment's such excess may be applied to any late changes due. Voluntary prepayments shall be applied from to any other payment of 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 waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to second the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of times. PECTOM litems or otherwise in accordance with Amolicable I av.

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The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentally, or entity finctuding 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 Borrower for holding and applying the Funds, annually analyzing the secrow account, or verlying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicate Law permits Lender to make such a charge. Unless an agreement is and in writing of Applicable Law requires kneets to be paid on the Funds. Lender shall not be required shall be paid on the Funds. Lender shall be paid on the Funds are consistent of the Punds as required by RESPA.

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

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

Borrower's shill promptly discharge any lien which has priority over this Security Instrument unless Borrower (a) agrees in writing to the Spayment of the obligation secured by the lien in a menner acceptable to Lender, but only as long as Borrower is performing but a greenment; (b) contests the lien in good failth by, or defends against enforcement of the lien in legal proceedings whigh in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only utility durp proceedings are concluded or (c) secures from the notice of the lien an agreement statisticately to Lender subgriding the lien to this Security instrument. If Lender determines that any part of the Property should be supported to the lien and secure that the lien that the security instrument. If Lender determines that any part of the Property the lien. Within 10 days of the Gate long which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

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

5. Property Insurance. Borrower ball keep the improvements now existing or hereafter erected on the Property insurance against loss by fire, hazards included within the term 'extended overage,' and any other hazards including, but not limited to, earthquakes and floods, for which lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the perceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's night to (siagorove Bornover's choice, which inghis hall not be exercised unreasonably, Lender may require Borrower to pay, in connection with this Loan, either (a) a one-time charge for flood zone determination, and certification and tracking services; or (b) a one-time charge for flood zone determination and certifications and tracking services; or (b) a one-time charge for flood zone determination and certifications. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above. Lefide finish gotalin insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any planticality type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower. Borrower's equity in the Property or the contents of the Property against any risk, hazar or lisability and might provide gifter or lesses coverage than was previously in effect. Borrower acknowledges that the cost of the insurance boverage become and the provided of insurance has been considered and provided and the section of the content of the provided of

All insurance policies required by Lender and renewals of such policies shall be subject to Lender 5 right to disapprove such policies, shall include of standard mortage deutes, and shall name. Lender as mortgage and/or an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires. Berroyer shall promptly give to Lender all receipts of paig premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for diamage to, or destruction of, the Property, such policy shall include a standard mortaged cause and shall name Lender as mortagee and/or as an additional loss pavee.

In the event of loss. Borrower shall give prompt notice to the insurance carrier and Lender, Lender may make gipsoff of loss infort made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repairs ic connominally feasible and Lender's security is not elsseened. During such repair and restoration period. Lender shall have the right to hold such insurance proceeds with Lender has had an opportunity to inspect usual period. Lender shall have work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Durins an agreement is made in writing of Applicable Law requires interest to be paid on such insurance proceeds. Lender shall not be required to pay Borrower any mirrest or earnings on such proceeds. Fees or public adjusters, or other third parties, retained by Derrower shall not be paid out of the surface proceeds with the process. It is a such proceeds and shall be applied to the paid out of the resurance proceeds and shall be applied to the surface. The resurrance proceeds with the process. It is a such proceeds and shall be applied to the surface proceeds shall be applied to the desired process the parties of the parties of the process of the proce

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If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given, in either event. or if Lender acquires the Property under Section 22 or otherwise. Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note of this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refind of unearmed premiums paid the Property Lender may use the insurance proceeds either in expair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Socurity 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 externating circumstance exist which are beyond Borrower's control.

7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to develorate or commit waste on the Property, Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from detendrating or developing in the Property. Borrower shall maintain the Property in order to prevent the Property from detendrating or economically Resible. Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If issurance or condemnation proceeds are paid in connection with damage to, or the stating of, the Property, Borrower shall, be reported by the Property of the Prope

Lender 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. Borrower shall be in default if, during the Loan application process. Borrower or any persons or entities a dingrid the direction of Borrower or with Borrower's knowledge or consent gave materially false, 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 Lender's Inferest in the Property and Rights Under this Security Instrument. If (a) Borrower last to perform the coverants and agreements contained in this Security Instrument, by there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condenigation of forfeture, for enforcement of a lies which may attain priority over this Security Instrument or to enforce laws or rigiliations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whateve is reasonable or appropriate to protect Lender's interest in the Property, and securing and/or repairing the Security Instrument, including protecting and/or assessing the value of the Property and securing and/or repairing it over this Security Instrument, (b) appearing in court, and (c) plying reasonable attorneys fees to protect its instrument in the Property and/or right under this Security Instrument, pulling its security position in a bankrupty proceeding. Securing the Property includes, but is not institude to, entering the Property and security instrument in the Control of the Property and security instruments. In the Property and the Property includes, but is not included to the Property and security instruments are propertied to the Property and the Property includes, but is not included to the Property and the Property and the Property includes, but is not included to the Property includes, but is not included to the Property and the Property

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 benefic conveyed or terminate or cargo file ground lease. Borrower shall not, without the express written consent of Lender, after or amend the ground lease. #EBorrower acquires fee title to the Property, the leasehold and the fee title shall not merce unless Lender agrees to the American its written.

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 Mongage 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 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 insuries evaluate their total risk on all 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 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 orneliums).

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 paint to the insurer, the arrangement is other 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 entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1988 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, andfor 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 damaged, such Miscollaneous Proceeds shall be applied to restoration or repair of the Property if the restoration or repair of the Property if the restoration or repair of the Property if the restoration or repair of the Property is the restoration period, Lender shall have the right to hold such Miscollaneous Proceeds until Lender has had an opportunity of inspect such Property to disnute the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken preimptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Others an agreement is made in writing or Applicable Law requires interest to be paid on such Miscollaneous Proceeds, Lender shall not be required to pay Borrower significantly interest or entitle several of the Secured by the Security Instrument, whether or not then due, with the excess, if any, plid to Borrower. Such Miscollaneous Proceeds shall be applied in the suns secured by this Security Instrument, whether or not then due, with the excess, if any, plid to Borrower. Such Miscollaneous Proceeds shall be applied in the corder 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; of less in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction; ooks in value is quall 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 sections by this Security Instrument shall be reduced by the amount of and Lender otherwise agree in writing, the sums sections by this Security Instrument shall be reduced by the amount of the property in the section of the Property immediately before the partial taking, destruction, or loss in value. Any billiance shall be paid to Sorower.

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, utiles Beforever and Lender of therwise 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 defined in the new sentence) effects make an award to settle a claim for damages, Borrower falls 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 other due. Opposing Party' means the third party that owes Borrower Miscellaneous Proceeds of the party against whom Borrower has a right of action in reagard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begin that, in Lender's judge ment, could result in forfeture of the Property or other materal 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, registate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgiment, procludes in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgiment, procludes in Section 19, by causing the action of the Company in Section 19, by Company of the Company

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 amountain of the sums accured by his Security Instrument granted by Lender to Borrower and Successor in Interest of Borrower and Into 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 for release 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 the vertices of any other or the due, shall not be a valuer of or juedate the exercising and register of the processor of the processor of the processor of the processor.

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 the second to the second se



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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 better adjy obligated to pay the sums secured by this Security Instrument, and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and bentium under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall brind (executs as provided in Section 20) and benefit the successors and assigns of Lender.

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

Althe Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest of whe loan charges collected or to be collected on connection with the Loan exceed the permitted limit, then (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit, and (b) any sums adealy collected from Borrower which exceeded permitted limit, and the refunded to Borrower. Lender may choose to the make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refunder reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a top prepayment charge is provided for under the Note). Borrower is acceptance of any such refund made by direct payment to Borrower will constitute a valver of any right of action Borrower might have arraing out of such overchards.

15. Notices. All induces given by Borrower or Lender in connection with this Security instrument must be in writing. Any notice to Borrower in connection with this Security instrument shall be deemed to have been given to Borrower when mailed by first class migli or when actually delivered to Borrower's notice address is sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address through that specified procedure. There may be only one designated motion does deviated when this Security instrument at any one fine. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice in Borrower. Any notice in commencion with this Security histriument shall not be deemed to have been given to Lender unlike schally gleaved by Lender. If any location commencion with this Security histriument shall not be deemed to have been given to Lender unlike schally gleaved by Lender. If any location exception given the security instrument that the security instrument.

16. Governing Law: Severability. Rules of Construction. This Security instrument shall be governed by federal law and the law of the purisdiction in which the Proplety is loased, All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parise to agree by contract or it might be selent, big tuch silence shall not be constructed as a prohibition against agreement by contract. In the event that any provision or classed fitting security instrument or the Note conflicts with Applicable Law. Applicable La

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or two feminine gender; (b) words in the singular shall flean 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 or this Security Instrument.

18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Sciction 18, Interest in the Property means any legal or beneficial interest in the Property including, but not lighted to, those beneficial interest transferred in a bond for deed, contract for deed, installment sales contract or escrive agreement, the intent of which is the transfer of tile 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 (act.) Borrower is not a natural person and a beneficial interest in Borrower is old or transferred without Lender's prior written consent. Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender' is such exercises by Lender' is such exercises by Lender' is such exercise is prohibited by Apolicable Lan.

It tender 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 Borriwer must pay at sums secured by this Security Instrument. If Borrower falls to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall fingle file right to have enforcement of this Security Instrument discontinued at any time prior to the carliest of (a) five days before sale of the Property pursuant to Section 22 of this Security Instrument, (b) such other period as Applicable Law might 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 no acceleration had occurated; (b) curse any debaut of any other covernants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys fields, property and respection and valuation tees, and other fees incurred for the purpose of protecting Lender's interest in the Property and relative to the property of the propert

OAN #- 2200247481

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

20. Sale of Note: Change of Loan Servicer: Notice of Grievance. The Note or a partial interest in the Note Ordepthen with this Security Instrument; can be sold one or more times without prior notice to Borrower. As alse might result in a change in the entity (known as the Loan Servicer) that collects Periodic Payments due under the Note and Its Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. Its Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. Its endough of the Loan Servicer. Borrower will be given written notice of the change within will sate the name and address of the Loan Servicer. Borrower will be given written notice of the change within will sate the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA to the control of the Company of the Loan Servicer of the Note. The more and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual fligant or the member of a class) that sinces from the other party's actions pursuant to this Society Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument or that alleges that the other party which such notice given in compliance with the requirements of Section 15 of significant party of the property of the party of the property of

21. Hazardous Substances. As used in this Section 21 (a) *Hazardous Substances* are those substances defined as locid or hazardous flowing substances, pollutants, or wastes by Emvironmental Law and the following substances; gasoline, kerosene, other flaminustife or toxic petroleum products, toxic pestidete and herbicides, volatile solvents, materials containing abstession of ordipalifetying, and radioactive materials; b) *Emvironmental Law* mans federal laws and laws of the jurisdiction where the Reppetry is located that relate to health, safety or environmental protection, (c) *Environmental Environmental Canado.
Environmental Condition* means a condition that can cause contribute to, or otherwise through an Environmental Cleanue.

Borrower shall not cause of permit the presence, use, disposal, storage, or release of any Hazardous Substances, or theaten to release any Hazardous Substances, or in the Property Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) trial is in violation of any Environmental Law, (b) which due to the presence, see, or release a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preciping violates and a Hazardous Substance, creates a condition that adversely affects the value of the Property in the preciping violates and the property discharge and the property discharge and the preciping violates and the preciping violates and the maintenance of the Property (including), but not limited to Nazardous substances in consumer products).

Borrower shall promptly give Lender written noticine (a) any investigation, claim, demand, lawaut or other action by any governmental caw of which Borrower has actual knowledge. (b) any [Environmental Condition, including but not limited to, any spilling, leaking, eicherigher, effecse or threat of redosed, any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. (b) any [Environmental Condition, including but not limited to, any spilling, leaking, eicherigher, effecse or threat of redosed, any Hazardous Substance which goversely, affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is nebssays (or one) private any any large to the property and the property is nebssays (or any private party) take a hiecessary membral actions in accordance with the Terrormental Law. Nothing, height shall creake any obligation on Lender for an

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

22. Acceleration: Remedies. Lender shall give notice to Borrower pilor to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify. (a) the default: (b) line action required to cure the default can be shall be suched; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, for recleaver by quickled proceeding and sale of the Proporty. The notice shall further inform Borrower of the right to reinstate after acceleration and for sections. The default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the empdies provided in this Security Security Instrument without further demand and may foreclose the Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the empdies provided in this Security Instrument without further demand and sea and costs of title evidence.

23. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument, Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

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





LOAN #: 2200347482

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:

PHILLIP E.

My commission expires: 14/24

County of residence: Marian

Lender: LeaderOne Financial Corporation NMLS ID: 12007 Loan Originator: Glenna V Thompson NMLS ID: 107359 ICHN M. STAFFORD

Wy Commission Expires

SEAL February 9, 2029

Commission Number NP0731527

Activated Search Sear

€ Silver 02-17-22 (Soal)

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

Initials: INEDEED 1016
INEDEED (CLS
02/16/2022 10.02 AM PS]



LOAN #: 2200347482

Property of lake County

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

THIS DOCUMENT WAS PREPARED BY: LEADERONE FINANCIAL CORPORATION 7500 COLLEGE BLVD., SUITE 1150 OVERLAND PARK, KS 66210 (913) 747-4000

Tray Brizendine

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

02/16/2022 10:02 AM DET



LOAN #: 2200347482 MIN: 1007212-1200346057-0

PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED LINIT DEVELOPMENT RIDER is made this 17th. February, 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 LeaderOne Financial Corporation, a Corporation

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

The Property includes, but is not limited to, a parcel of land improved with a dwelling. together with other such parcels and certain common areas and facilities, as described in COVENANTS, CONDITIONS AND RESTRICTIONS

located at: 8445 Marshall St. Merrillville, IN 46410.

(the "Declaration").

The Property is a part of a planned unit development known as Heritage

(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. Page 1 of 2

Initiale: MULTISTATE PUD RIDER-Single Family--Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3150 1/01

ICE Mortgage Technology, Inc.

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LOAN #: 2200347482

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 paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Section 11.

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to. (i) the abandomment or termination of the PUD, except for abandomment or termination required by law in the case of substantial destruction by life or other casualty or in the case of atlanting by condemnation or eminent domain. (ii) any amendment to any provision of the "Constituent Documents" if the provision is for the express benefit of Lender, (iii) termination of professional management and assumption of self-management of the Owners Association: or (iii) any action which would have the effect of rendering the public liability insurance coverage_maintained by the Owners Association unacceptable to Lender.

F. Remedies. If Borrower does not pay PUD dues and assessments when due, then Lender inny 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

contamed in this Pob Rider.

ICE Mortgage Technology, Inc.

Allip E. Select O

-17- 2 (Seal)

Initials
MULTISTATE PUD RIDER-Single Family--Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 313

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The North 41.00 feet of Lot 6 of the Plat of Amendment of Lots 3 through 10, in the Heritage, according to the plat thereof, recorded June 15, 2006, as Document No. 2006-041072, in the Office of the Recorder of Lake County, Indiana.

