2022-526654 06/29/2022 09:59 AM TOTAL FEES: 55.00 BY: JAS PG #: 12 STATE OF INDIANA LAKE COUNTY FILED FOR RECORD GINA PIMENTEL RECORDER

When recorded, return to: Hometown Lenders Inc. 350 The Bridge St Suites 116, 200, & 202 Huntsville, AL 35806

Title Order No.: CTNW2203004

LOAN #: 9370325556

Space Above This Line For Recording Data)

MORTGAGE

MIN 1004183-0000222630-4 MERS PHONE #: 1-888-679-6377

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 31, 8, 20 and 21. Certain rules regarding the usage of Words used in this document are also provided in Section 16, (A) "Security Instrument" means this document, which is dated June 28, 2022, and all services the section of the section

(B) "Borrower" is MELISSA BERMUDEZ, UNMARRIED WOMAN.

Borrower is the mortgagor under this Security Instrument.

(C) "MERS" is Morgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the mortgagee under this Security Insturment. MERS is organized and existing under the laws of Delaware, and has mailing address of PC. Dex 2026, Fint, MI 48501-2026 and a street address of 1901 E. Voorhees Street, Suite C, Darville, II. 61834, MERS telephone number is 6880 679-MERS.

(D) "Lender" is Hometown Lenders Inc.,

Lender is a Corporation, Alabama. 200. & 202, Huntsville, AL 35806. organized and existing under the laws of Lender's address is 350 The Bridge St, Suites 116,

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		LOAN #: 9370325556	
states that Borrower owes Lender T	ote signed by Borrower and dated June 2 WO HUNDRED FIFTY TWO THOUSAND	TWO HUNDRED AND NO/100*****  Dollars (U.S. \$252,200.00 )	
plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than July 1, 2052.  (P) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."			
(G) "Loan" means the debt evidence the Note, and all sums due under thi	ed by the Note, plus interest, any prepaym	ent charges and late charges due under	
(H) "Riders" means all Riders to the be executed by Borrower [check box	is Security Instrument that are executed to as applicable]:		
☐ Adjustable Rate Rider ☐ Balloon Rider ☐ 1-4 Family Rider ☐ V.A. Rider	☐ Condominium Rider ☑ Planned Unit Development Rider ☐ Biweekly Payment Rider	☐ Second Home Rider ☐ Other(s) [specify]	
administrative rules and orders (that ions.	ontrolling applicable federal, state and loc have the effect of law) as well as all applic	able final, non-appealable judicial opin-	
(J) "Community Association Dues	s, Fees, and Assessments" means all due Property by a condominium association, h	s, fees, assessments and other charges omeowners association or similar orga-	
similar paper instrument, which is init tape so as to order, instruct, or author	neans any transfer of funds, other than a t tialed through an electronic terminal, telepl rize a financial institution to debit or credit a tomated teller machine transactions, transfi ers.	nonic instrument, computer, or magnetic n account. Such term includes, but is not	
party (other than insurance proceeds of, the Property; (ii) condemnation or tion; or (iv) misrepresentations of, or (N) "Mortgage Insurance" means i	ans any compensation, settlement, award or spaid under the coverages described in Se other taking of all or any part of the Propei omissions as to, the value and/or condition in a standard protecting Lender against the no regularly scheduled amount due for (i) pr	ction 5) for: (i) damage to, or destruction ty; (iii) conveyance in lieu of condemna- n of the Property. npayment of, or default on, the Loan.	
(P) "RESPA" means the Real Establation, Regulation X (12 C.F.R. Part it legislation or regulation that governs requirements and restrictions that an not qualify as a "federally related mo (Q) "Successor in Interest of Borro."	e Settlement Procedures Act (12 U.S.C. § 1024), as they might be amended from tim the same subject matter. As used in this S re imposed in regard to a "federally relater	e to time, or any additional or successor ecurity Instrument, "RESPA" refers to all d mortgage loan" even if the Loan does to the Property, whether or not that party	
of the Note; and (ii) the performance or For this purpose, Borrower does here successors and assigns) and to the County (Name of Recording Jurisdiction):	ender: (i) the repayment of the Loan, and al if Borrower's covenants and agreements in by mortgage, grant and convey to MERS (is successors and assigns of MERS the foll [Type of Recording Jurisdiction] of Laki	derthis Security Instrument and the Note. olely as nominee for Lender and Lender's owing described property located in the	
SEE LEGAL DESCRIPTION ATTAC APN #: 45-15-33-202-016.000-014	HED HERETO AND MADE A PART HER	EOF AS TEXHIBIT A".	
which currently has the address of	14130 Magnolia St, Cedar Lake,		
Indiana 46303 (°Pro	operty 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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LOAN #: 9370325556

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

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS, Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current, Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

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

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding. Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note. Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note,

until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any: (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable,

the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3. Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future

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Escrow Items or otherwise in accordance with Applicable Law. INDIANA--Single Family--Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3015 1/01

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not extend or postpone the due date, or change the amount, of the Periodic Payments.

Initiale: INEDEED 1016 INEDEED (CLS)



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The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan 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 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 an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, 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 escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

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

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

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower; (a) agrees in 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 agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement salisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain prigrity over this Security Instrument. Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

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

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured 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. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires, What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall 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, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If 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 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, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 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.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee, Lender shall have the right to hold the policies and renewal certificates, If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender Lender may make proof of loss if not made promptly by Borrower, Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the 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. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds. Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

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

6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 80 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 withheid, or unless externation occurrances 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 deteriorating or degregating in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not espondincally feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If itsustance or condemnation proceeds are paid in connection with damage to, or the staffing of, the Property, Borrower shall, Bir exponsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender, fining bibburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not lequed of Borrower's oblistation for the completion of such repair or restore the Property. Borrower is not pleved of Borrower's oblistation for the completion of such repair or restore the Property.

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 Lean Application. Borrower shall be in default if, during the Loan application process, Borrower or prosons or entities acting at 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 Interest 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) There is a legal proceeding that might significantly affect Lender's interiest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condengration or forfeiture, for enforcement of a lien which may attain protify over this Security Instrument or to enforce laws or registrions), or (c) Borrower has abandoned the Property, then Lender my of and pay for whatever is reasonable or eightopriset to protect Lender's interest in the Property, and securing and/or repairing this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing it your this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing it your this Security Instrument, (a) appearing in court, and (c) paying reasonable attorneys fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptop croceding, hour of the property and or repairing the protection of the property and the pay of the protection of the

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, uoon 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 conveyor of terminate or calgoid the ground lease. Borrower shall not, without the express written consent of Lender, alter or amend the ground lease, if provises result in the property in the leasehold and the fee title shall not merge unless Lender agrees to the 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 Mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available. Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

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Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Bor-

rower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agree-

Mortgage insurers evaluate their rotal risk of all such insurance in force from time to time, and may either into agreement with other parties that share or mortify their risk, or reduce lesses. These agreements are on terms and conditions may require the mortgage insurer to make payments using any source of funds that the mortgage insurer to make payments using any source of funds that the mortgage insurer way have available (which may include funds obtained from Mortgage Insurer premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other ontity, or any affiliate of any of the foregoing, may receive (idently or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is dente 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 1986 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, and/or to receive a refund of any Mortgage Insurance premiums that were unpagified at the time of such cancellation or termination.

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

If the Pipolity is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Proport, if the restoration profit of property is of lessened Luring such repair and restoration period, Lignder shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity of inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promiptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Wiscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds, if the restoration or repair is not exponentially feasible of Lender's security would be lessened, the Miscellaneous Proceeds is all be applied to the unans secured by this Security instrument, whether row of the Section 10 Section 2 of Lender's security instrument, whether row of the Section 10 Section 2 of Lender's security instrument, whether row of the Section 10 Section 2 of Lender's security instrument, whether row of the Section 2 of Lender's security instrument, whether row of the Section 2 of Lender's security instrument, whether row of the Section 2 of Lender's security instrument, whether row of the Section 2 of Lender's security instrument, whether row of the Section 2 of Lender's security instrument, whether row of the Section 2 of Lender's security instrument, whether row of the Section 2 of Lender's security instrument, whether row of the Section 2 of Lender's security instrument, whether row of Lender's security instrument, whether row of Lender's section 2 of Lender's security instrument, and the row of Lender's section 2 of Lender's security instrument, and the

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 fiess 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 equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in withing, the sums secured by this Security Instrument table to reduced by the amount of the sums of the security instrument table to reduce the year amount of the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value Any Belatinger-land be paid to Borrow.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured Immediately before the partial taking, destruction, or loss in value, unless borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the 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 nex stenience) offers to make an award to settle a claim for dramages. 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 occured by this Security insutrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether clull or criminal, is beguin that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest is, the Property or dries under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, relistate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's bydigming, increduces in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's bydigming, increduces to section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment in Lender's judgment in the Lender's proceeding the section of the section of the Lender's lander in the Property or be breely assigned and shall be jaid 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 amountain of the sums occured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower or say Successor in Interest of Borrower or say Successor in Interest of Borrower or say Successor in Interest of Borrower or commonce proceedings against any successor in Interest of Borrower or for refuse to extend time for payment or otherwise modify amontization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successor in Interest of Borrower. Any forbearance by Lender in exercising any right or remody including, without limitation, Lender's acceptance of payments from this persons, entities of Successors in Interest of Borrower or or proclude or Successors in Interest of Borrower or or proclude or successors in Interest of Borrower.

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

Initials: NEDEED 1016

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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) 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 16, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument. Borrower shall not be released from Borrower's obligations and flability under this Security Instrument. Borrower shall not be released from Borrower's obligations and flability under this Security Instrument unless Lender agrees to such release in writing. The covernants and agreements of this Security Instrument shall brind (records as provided in Section 201 and herefit the successors and assistors of Lender.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, of the purpose of prolecting 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 shall not be construed as a prohibition on the charging of such fee, Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable 1aw.

If the Lan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest of offerir loan charges collected or to be collected in connection with the Lan exceed the permitted limits. Hen, (a) any such tight is charge shall be reduced by the amount necessary to reduce the charge to the permitted limit, and (b) any sums alreapy collected from Borrower which exceeded permitted limits, will be refunded to Borrower. Lender may choose to make this rejund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces girliciqual, the reduction will be freated as a partial prepayment without any prepayment charge (whether or not a prepayment) charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will be normalitude a valver of any right of action Borrower might have arising out of such overcards.

15. Notices, All Indices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borroyer in connection with this Security instrument hall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable. Leaw expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify (criter) of Borrower's change of address. It Lender specifies a procedure for reporting Borrower's change of address. It lender specifies a procedure for reporting Borrower's change of address. In the instrument at any one time. 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 deamed to have been given to Lender until actually reviewed by Lender. Tany notice required by this Security instrument.

16. Governing Law, Severability, Rules of Construction. This Security Instrument shall be governed by foderal aw and the law of the fursidation in which the Projecty is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be safere, by its cut is large exhall not be constructed as a prohibition against agreement by contract. In the event that any provision or clauser of this Security Instrument or the Note conflicts with Applicable Law, auch conflict allow and caffect other provisions of this Security Instrument or the Note which can be given the security in the security of the Note which can be given the security of the security of the security instrument or the Note which can be given the security of the security of the security of the security instrument or the Note which can be given the security of the security of the security of the security instrument or the Note which can be given the security of the security of the security instrument or the Note which can be given the security of the security of the Note which can be given the security of the security of the Note which can be given the security of the security of the Note which can be given the security of the Note which can be given the security of the Note when the Note when the Note which the Note when the Note whe

As used in this Security instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the ferminine gender, (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" drives sole discretion without any obligation to take any scition.

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 pla Section 18, "talcrest in the Property means any legal or beneficial interest in the Property, means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or 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 (or it Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred without Lender's prior writine, 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 if such exercised is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall growled a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower flust period, all assums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invise 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 cottain conditions, Borrower shill his griting that have enforcement of this Socurity Instrument (accontinued at any time prior to the entire 50; 6) for expected way 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 and occurred; (b) curses any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, Including, but not limited to, reasonable attorneys' fees, property integer of the control of the security Instrument, Including, but not limited to, reasonable attorneys' fees, property and register of the control of the purpose of protecting Londer's interest in the Property and register of the security Instrument, and Borrower's obligation to pay the sums secured by the Security Instrument, and Borrower's obligation to pay the sums secured by the Security Instrument, and Borrower's obligation to pay the sums secured to the Security Instrument, and Borrower's obligation to pay the sums secured to the Control of the Contro

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

20. Sale of Note; Change of Loan Servicer, Notice of Grievance. The Note or a partial interest in the Note Organise with his 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 his Security Instrument and performs other mortgage lean servicine poligiations under the Note, his Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Service, 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 requires in commection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a total control of the serviced by a control of the control of the Note of t

Neither Borrower not Lender may commence, join, or be joined to any judicial action (as either an individual fligant or the member of a class) that airses from the other party's actions 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 sprovides or Lender has notified the other party (with such notice gleiner in compliance with the requirements of Section 15 joi's but alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take comprise action. If Applicable Law provides a time period which must elapse before certain action can be taken, that to cure ignish to be considered to the control of the section of the section of this Section to the control of the control of the section of this Section of this Section of the section

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as tox or hazardous substances, pollutants, or vasets by Emrivonmental Law and the following substances; geadine, kerosene, other flammable for toxic periodeum products, toxic pesticides and herbicides, volatile solvents, materials containing abselbes or formaliselysed, and radicactive materials; (b) "Environmental Law" amen federal laws and laws of Calenting Indiana (b) "Indiana" and law and law of Calenting Indiana (b) "Indiana" and Indiana (b) "Indiana (b) "In

Borrower shall not cause of upfinif the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, or in the Property Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, create a condition that adversely affects the value of the Property. The presenting this sentences shall not apply to the presence, use, or storage on the uses and the property of the presence of the presence of the presence of the property of the presence of th

Borrower shall promptly give Lender written notice, of (a) any investigation, claim, demand, lawautil or other action by any governmental or regulatory appearoup or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, release or threat of release of any Environmental Condition, including but not limited to, by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower lawns, or is notified by any overnmental or regulatory fulnity, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is registerable. The property is resulted to the property of the property is registerable. The control of the Property is registerable, and the property of the property is registerable.

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

22. Acceleration, Remedies. Lender shall give notice to Borrower prior 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. Away for provides otherwise). The notice shall specify: (b) the default; (b) the acceleration under Section 18 orders than 19 orders than 19 orders to the street of the sum of the street of the symbol street of the sum of the street of the sum of the street of the sum of the street of the stree

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 #: 9370325556

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.

1 min	6/28/22 (Seal)
MELISSA BERMUDEZ/	DATE
State of W	
County of 1111 SS:	
	Tuve
Before me the undersigned, a Notary Public for county of residence) County, State of Indiana, person and acknowledged the execution of this instrument t	ally appeared MELISSA BERMUDEZ, (name of signer), his 100 day of 100 day.
$\mathcal{O}_{in}$	· 10 > //
My commission expires: 12912027	(Notary's Signature)
County of residence:	- Kevin Tarempa
	(Printed/typed name), Notary Public
	Character 1
Lender: Hometown Lenders Inc. NMLS ID: 65084	KEVIN ZAREMBA Notary Public - Seal
Loan Originator: Anthony Rovella NMLS ID: 229704	Lake County - State of Indiana Commission Number NP0630898
	My Commission Expires Dec 9, 2027
I AFFIRM UNDER THE PENALTIES FOR PERJURY, TH	AT I HAVE TAKEN REASONABLE CARE TO REDACT
EACH SOCIAL SECURITY NUMBER IN THIS DOCUME	λ
	Declarant HILLA MUTTOUT
THIS DOCUMENT WAS PREPARED BY: HOMETOWN LENDERS INC. 350 THE BRIDGE ST	90.
SUITES 116, 200, & 202 HUNTSVILLE, AL 35806	
Chimony Rovella	
INDIANASingle FamilyFannie Mae/Freddie Mac UNIFORM INSTRI ICE Mortgage Technology, Inc. Pag	UMENT Form 3015 1/01 Initials:



#### LEGAL DESCRIPTION

Order No.: CTNW2203004

For APN/Parcel ID(s): 45-15-33-202-016.000-014

LOT 256-1 IN ROSE GARDEN ESTATES P.U.D. - PHASE 1, BEING A SUBDIVISION OF PART OF THE NORTHWEST QUARTER AND OF PART OF THE NORTHEAST QUARTER OF SECTION 33. TOWNSHIP 34 NORTH, RANGE 9 WEST, OF THE SECOND PRINCIPAL MERIDIAN, ACCORDING PLA QUITY.

FODERY OF LAKE COUNTY RECORDER TO THE PLAT THEREOF RECORDED DECEMBER 09, 2019 AS INSTRUMENT NO. 2019-084955, IN LAKE COUNTY, INDIANA.

MB

LOAN #: 9370325556 MIN: 1004183-0000222630-4

#### PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 28th day of and is incorporated into and shall be deemed to amend and June, 2022 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 Hometown Lenders Inc., 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: 14130 Magnolia St, Cedar Lake, IN 46303.

(the "Declaration").

The Property is a part of a planned unit development known as Rose Garden Estates

(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.

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



#### LOAN #: 9370325556

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 abandonment or termination of the PUD, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain; (ii) any amendment to any provision of the "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 (iv) any action which would have the effect of rendering the public liability insurance

or twy any action within would have the elect or treating the public leading insurance coverage maintained by the Owners Association inacceptable to Lender.

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

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

MELISSA BERMUDEZ

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

