2023-517475 06/07/2023 10:37 AM TOTAL FEES: 55.00 BY: JAS PG #: 13 RECORDED AS PRESENTED

STATE OF INDIANA LAKE COUNTY FILED FOR RECORD GINA PIMENTEL RECORDER

When recorded, return to: Royal United Mortgage LLC Final Document Department 7999 Knue Road, Suite 300 Indianapolis, IN 46250

Title Order No.: 08-02523728 Escrow No.: 08-02523728 LOAN #:TX4-AP230573267

(Space Above This Line For Recording Data)

#### MORTGAGE

MIN 1008722-0000985758-1 MERS PHONE #: 1-888-679-6377

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined under the caption TRANSFERO FRIGHTS IN THE PROPERTY and in Sections 3, 4, 10, 11, 12, 19, 19, 24, and 25. Certain rules regarding the usage of words used in this document are also provided in Section 17.

(A) "Borrower" is DEBORAH A. MATIAS

County Pa currently residing at 7835 Walnut Ave, Hammond, IN 46324-3237.

Borrower is the mortgagor under this Security Instrument. (B) "Lender" is Royal United Mortgage LLC.

Lender is a Limited Liability Company, under the laws of Indiana. Indianapolis, IN 46250.
The term "Lender" includes any successors and assigns of Lender.

Lender's address is 7999 Knue Road, Suite 300,

initials:

INDIANA – Single Family – Fannie Mae/Freddie Mac UNIFORM INSTRUMENT (MERS) Form 3015 07/2021 (rev. 02/22) ICE Mortgage Technology, Inc. Page 1 of 12 IN21EDEED 0123 INEDEED (CLS) 06/01/2023 02:03 PM PST



LOAN #: TX4-AP230573267

(C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as (U) "MENS" is Morgage Electronic Registration Systems, inc. MENS is a Separato corporation that is acting solery as a nominee for Lender and Lender's successors and assigns. MERS is the mortgagee under this Security instru-ment. MERS is organized and existing under the laws of Delawere, and has a mailing address of P.O. Box 2026, Flint, Mil 45901-2026, a street address of 11819 Milant Street, Sulle 100, Omaha, NE 68164. The MERS eletphone number is

#### Documents

signature, or (ii) electronic form, us as applicable. The Note evidences ONE HUNDRED TEN THOUSAN	r note dated June 1, 2023, and a commissory note, that is in either (i) paper for implement of the paper for implement of the paper for its legal obligation of each Borrower who FOUR HUNDRED AND NO/100***  Dollars (U.S. pormised to pay this debt in regular months)	e in accordance with the UETA or E-SIGN signed the Note to pay Lender \$110,400.00 ) plus interest. Each
(E) "Riders" means all Riders to	this Security Instrument that are signed by	
into and deemed to be a part of the as applicable):	is Security Instrument. The following Riders	s are to be signed by Borrower (check box
☐ Adjustable Rate Rider ☐ 1-4 Family Rider ☐ Other(s) [specify]	☐ Condominium Rider ☐ Planned Unit Development Rider	Second Home Rider V.A. Rider
(F) "Security Instrument" mean	s this document, which is dated Juno 1, 20	23, together with all Riders to

#### Additional Definitions

- (G) "Applicable Law" means all controlling applicable federal, state, and local statutes, regulations, ordinances, and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions. (fil) "Community Association Dives, Fees, and Assessments" means all dees, fees, sassessments, and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association, or similar organization.
- "Default" means; (i) the failure to pay any Periodic Payment or any other amount secured by this Security Instrument on the date it is due; (ii) a breach of any representation, warranty, covenant, obligation, or agreement in this Security Instrument; (iii) any materially false, misleading, or inaccurate information or statement to Lender provided by Borrower or any persons or entities acting at Borrower's direction or with Borrower's knowledge or consent, or failure to provide Lender with material information in connection with the Loan, as described in Section 8; or (iv) any action or proceeding described in Section 12(e).
- (J) "Electronic Fund Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone or other electronic device capable of communicating with such financial institution, who transfers, and automated clear the control of the control
- be amended from time to time, or any applicable additional or successor legislation that governs the same subject matter.

  (M) "Escrow Items" means: (i) taxes and assessments and other Items that can attain priority over this Security Instrument as a lien or encumbrance on the Property; (ii) leasehold payments or ground rents on the Property, if any; (iii) premiums as a new relications on the Property of reasonab payments of young tension and property it any, will present for any and all insurance required by Lender under Section 5; (ii) Mortgage Institute premiums; If any or any sums payable by Borrower to Lender In lieu of the payment of Mortgage Insurance premiums III reacondance with the provisions of Section 11; and (iv) Community Association Dues, Fees, and Assessments If Lender requires that they be escrived of Section 15; and (iv) Community Association Dues, Fees, and Assessments If Lender requires that they be escrived to Section 15; and (iv) Community association Dues (iv).
- beginning at Loan closing or at any time during the Loan term.
  (N) "Loan" means the debt obligation evidenced by the Note, plus interest, any prepayment charges, costs, expenses,
- and late charges due under the Note, and all sums due under this Security Instrument, plus interes
- (O) "Loan Servicer" means the entity that has the contractual right to receive Borrower's Periodic Payments and any other payments made by Borrower, and administers the Loan on behalf of Lender, Loan Servicer does not include a sub-servicer, which is an entity that may service the Loan on behalf of the Loan Servicer.
- (P) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction party (unit main instance process paid united the overlage sestions entire this extend in section) (iii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.
- to the design of the design of
- (S) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3.
- ry any amounts unset sections s.

  (i) "Property" means the property described below under the heading "TRANSFER OF RIGHTS IN THE PROPERTY."

  (j) "Rents" means all amounts received by or due Borrower in connection with the lease, use, and/or occupancy of the Property by a party other than Borrower. roperty by a party other than Borrower.

Initial:
INDIANA – Single Family – Fannle Mac/Freddle Mac UNIFORM INSTRUMENT (MERS) Form 3015
ICE Mortgage Technology, Inc. Pann 2 of 12 INSTERED 0123 Page 2 of 12 INEDEED (CLS) 06/01/2023 02:03 PM PST



(V) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. § 2601 et seq.) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they may be amended from time to time, or any additional or successor federal legislation or regulation that governs the same subject matter. When used in this Security Instrument, "RESPA" records registation or regulation that governits the same subject many many that the transfer and the state of the same state of the same

has assumed Borrower's obligations under the Note and/or this Security Instrument.

(X) "UETA" means the Uniform Electronic Transactions Act, as enacted by the jurisdiction in which the Property is located, as it may be amended from time to time, or any applicable additional or successor legislation that governs the same subject matter.

#### TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender (i) the repayment of the Loan, and all renewals, extensions, and modifications his security instruments occurs or control to the control and coat, and a received with Security Instrument and the Note, For this purpose, Borrower mortgages, grants, and conveys to MERS, (solely as minimiser for Lender's successors and assigns) and to the successors and assigns of MERS, the following described properly loated in the County of Lake:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS "EXHIBIT A". APN #: 45-07-18-431-013.000-023

which currently has the address of 7835 Walnut Ave, Hammond [Street] [City]

Indiana 46324-3237 ("Property Address"); (Zio Code)

TO DOOM

TOGETHER WITH all the improvements now or subsequently erected on the property, including replacements and additions to the Improvements on such property, all piperty rights, including, without limitation, all easuments, appretenances, royalities, mineral rights, old organ sights or profits, water rights, and futures now or subsequently a part of the property. All of the foregoing is referred to in this Security instrument as the "Property" Borrower understands and 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 nomineed for Lender and Lender's successors and assigns) has the right: 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 REPRESENTS, WARRANTS, COVENANTS, AND AGREES that: (i) Borrower lawfully owns and possesses the Property conveyed in this Security Instrument in fee simple of famility has the right to use and occupy the Property under a leasehold estate; (ii) Borrower has the right to mortgage, grant, and convey the Property or Borrower's leasehold interest in the Property; and (iii) the Property is unencumbered, and not subject to any other ownership interest in the Property, except for encumbrances and ownership interests of record, Borrower warrants generally the title to the Property and covenants and agrees to defend the title to the Property against all claims and demands, subject to any encumbrances and ownership interests of record as of Loan closing.

THIS SECURITY INSTRUMENT combines uniform covenants for national use with limited variations and non-uniform covenants that reflect specific Indiana state requirements to constitute a uniform security instrument covering real property.

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

Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower will pay each Periodic Payment when due, Borrower will also pay any prepayment charges and late charges due under the Note, and any other amounts due under this Security Instrument, Payments due under the Note and this Security Instrument must be made in U.S. currency. 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; (e) 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 U.S. federal agency, instrumentality, or entity; or (d) Electronic Fund 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 16. Lender may accept return any Partial Payments in its sole discretion pursuant to Section 2,

INDIANA - Single Family - Far ICE Mortgage Technology, Inc. - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT INSTEDEED 0123 Page 3 of 12



LOAN #: TX4-AP230573267

Any offset or claim that Borrower may have now or in the future against Lender will not relieve Borrower from making the full amount of all payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Acceptance and Application of Payments or Proceeds.

(a) Acceptance and Application of Partial Payments. Lender may accept and either apply or hold in suspense Partial Payments in its sole discretion in accordance with this Section 2. Lender is not obligated to accept any Partial Payments or to apply any Partial Psyments at the time such payments are accepted, and also is not obligated to pay interest on such unapplied funds. Lender may hold such unapplied funds until Bornover makes payment sufficient to cover a full Periodic Psyment, at which time the amount of the full Periodic Psyment, will be applied to the Loan. If Bornover does not make such a payment within a reasonable period of time, Lender will either apply such funds in accordance with this Section 2 or return them to Borrower. If not applied earlier, Partial Payments will be credited against the total amount due under the Loan in calculating the amount due in connection with any foreclosure proceeding, payoff request, loan modification, or reinstatement. Lender may accept any payment insufficient to bring the Loan current without waiver of incurration, or remarkation that there may accept any payment insuration to unity use Loan current without waiver of any rights under this Security instrument or prejudice to its rights to refuse such payments in the future.

(b) Order of Application of Partial Payments and Periodic Payments. Except as otherwise described in this

Section 2, if Lender applies a payment, such payment will be applied to each Periodic Payment in the order in which it became due, beginning with the oldest outstanding Periodic Payment, as follows: first to interest and then to principal due under the Note, and finally to Escrow Items. If all outstanding Periodic Payments then due are paid in full, any payment amounts remaining may be applied to late charges and to any amounts then due under this Socurity Instrument. If all sums then due under the Note and this Socurity Instrument are paid in full, any remaining payment amount may be

applied, in Lender's sole discretion, to a future Periodic Payment or to reduce the principal balance of the Note,

If Lender receives a payment from Borrower in the amount of one or more Periodic Payments and the amount of any late

In the application of the properties of the prop Funds for Escrow Items.

(a) Escrow Requirement; Escrow Items, Borrower must pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum of money to provide for payment of amounts due for all Escrow Items (the "Funds"). The amount of the Funds required to be paid each month may change during the term of the Loan. Borrower must promptly furnish to Lender all notices or invoices of amounts to be paid under this Section 3.

(b) Payment of Funds; Waiver. Borrower must pay Lender the Funds for Escrow Items unless Lender waives this obligation in writing. Lender may waive this obligation for any Escrow Item at any time. In the event of such waiver, Borrower must pay directly, when and where payable, the amounts due for any Escrow Items subject to the waiver. If Lender has waived the requirement to pay Lender the Funds for any or all Escrow Items, Lender may require Borrower to provide new value de organisment object on a uter unas or any or an essoro items, content hay require bottower to provide proof of direct payment of those items within such time period as Lender may require. Borrower's obligation to make such timely payments and to provide proof of payment is deemed to be a covenant and agreement of Borrower under this Security Instrument. If Borrower is obligated to pay Secrow Items directly pursuant to a waiver, and Borrower fails to pay timely the amount due for an Escrow Item. Linder may exercise its rights under Section 9 to pay such amount and Borrover will be obligated to repay to Lender any such amount in accordance with Section 9.

Lender may withdraw the waiver as to any or all Escrow Items at any time by giving a notice in accordance with

Section 16; upon such withdrawal, Borrower must pay to Lender all Funds for such Escrow Items, and in such amounts, that are then required under this Section 3.

(c) Amount of Funds; Application of Funds. Lender may, at any time, collect and hold Funds in an amount up to, but not in excess of, the maximum amount a lender can require under PESPA, Lender will estimate the amount of Funds. due in accordance with Applicable Law.

The Funds will be held in an institution whose deposits are insured by a U.S. lederal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender will apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender may not charge Bornower for: (i) holding and applying the Funds; (ii) annually analyzing the escrow account; or (iii) verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless Lender and Borrower agree in writing or Applicable Law requires interest to be paid on the Funds, Lender will not be required to pay Borrower any interest or earnings on the Funds. Lender will give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

(d) Surplus; Shortage and Deficiency of Funds. In accordance with RESPA, if there is a surplus of Funds held in escrew, Lender will account to Borrower for such surplus. If Borrower's Periodic Payment is delinquent by more than 30 days, Lender may retain the surplus in the escrow account for the payment of the Escrow Items, if there is a shortage or deficiency of Funds held in escrow, Lender will notify Borrower and Borrower will pay to Lender the amount necessary to make up the shortage or deficiency in accordance with RESPA.

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

4. Charges; Hens. Borrower must pay (a) all taxes, assessments, charges, fines, and impositions attributable to the Appenry which have priority or may attain priority over this Security Instrument, (b) leasehold payments or ground rent so nt he Property, if any, and (c) Community Association Dues, Fues, and Assessments, if any if any of these terms are Sacrow terms, Borrower will pay them in the manner provided in Section 3.

Borrower must promptly discharge any file in that has priority or way attain priority over this Security Instrument unless

Convertings promptly decisage any item text as principly or may assign inprinty over unit security instantial timess. Borrower: (a) a grees in writing to the payment of the obligation secured by the file in a manner acceptable to Londer, but only so long as Borrower is performing under such agreement; (b) contests the file in it good faith by, or defends against enforcement of the line in, legal proceedings which Lender obtentines, in it is sole discretion, operate to prevent the enforcement of the line while those proceedings are pending, but only until such proceedings are concluded; or (cc) secures from the holder of the file na na greement satisfactor be Lender that subordinates the file to this Security for security form the holder of the file na na greement satisfactor be Lender that subordinates the file to this Security.

Page 4 of 12

INSTERED 0123 INEDEED (CLS) 06/01/2023 02:03 PM PST



LOAN #: TX4-AP230573267

Instrument (collectively, the "Required Actions"). If Lender determines that any part of the Property is subject to a lien that has priority or my attain profity over this Security instrument and Borrower has not taken any of the Required Actions in regard to such lien, Lender may give Borrower a notice identifying the lien. Within 10 days after the date on which that notice is given. Borrower must satisfy the lien or take one or more of the Required Actions.

5. Property Insurance.

(a) Insurance Requirement; Coverages. Borrower must keep the improvements now existing or subsequently 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, winds, and floods, for which Lender requires insurance. Borrower must maintain the types of insurance Lender requires in the amounts (including deducible levels) and for the periods that Londer requires. What Londer requires pursuant to the proceding sentences can change during the term of the Loan, and may exceed any minimum coverage required by Applicable Law. Borrower may choose the insurance carrier providing the insurance, subject to Lender's right to disapprove Borrower's choice, which right will not be exercised unreasonably.

(b) Failure to Maintain Insurance. If Lender has a reasonable basis to believe that Borrower has failed to maintain any of the required insurance coverages described above, Lender may obtain insurance coverage, at Lender's option and at Bornover's expense, Unless required by Applicable Law, Lender's to under no obligation to devance permitums for, or to seek to reinstatio, any prior tapsed coverage obtained by Bornover, Lender is under no obligation to purchase to the contract of the contra ton, or to seek to remission; any print signess coverage contained by derivers, bettier is under no congenior and particular year.

Any particular type or amount of coverage and many select the provider of such insurance in its sold discretion. Softon purchasing such coverage, Lender will notify Borrower if required to do so under Applicable Law. Any such coverage will insure Lender, but might not protect Borrower's equity in the Property, or the contents of the Property. against any fisk, hazard, or liability and might provide greater or deservoyenge than was proviously in effect, but not exceeding the coverage required under Section 5(a). Borrower acknowledges that the cost of the insurance overlage so obtlining may significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed so obtlining may significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed to the cost of the by Lender for costs associated with reinstating Borrower's insurance policy or with placing new insurance under this Section 5 will become additional debt of Borrower secured by this Security Instrument. These amounts will bear interest at the Note rate from the date of disbursement and will be payable, with such Interest, upon notice from Lender to

est at the Note jate from the date of disbursement and will be payable, with such Interest, upon notice from Lender to Borrower requisigning payment.

(c) Insurance Pollcles. All Insurance policies required by Lender and renewals of such policies: (i) will be subject to Lender's right to disapprive such policies; (ii) must include a standard mortgage clause; and (iii) must name Lender as mortgage and/or as an additional loss payee. Lender will have the right to hold the policies and renewal notices. If Borrower will promptly give to Lender protoil or plad premiums and renewal notices. If Borrower will promptly give to Lender protoil or plad premiums and renewal notices. If Borrower will property, such policy must include a standard mortgage clause and must name Lender as mortgage and/or as an additional loss people.

(d) Proof of Loss; Application of Proceeds. In the event of loss, Borrower must give prompt notice to the Insurance carrier and Lender. Lender may make giot of loss if not made promptly by Borrower Any insurance proceeds, when the control process were required by Lender, will be applied to restoration or repair of the Property. If Lender deems the nesteration or repair of the Property. If Lender deems the nesteration or repair of the Property. If Lender deems the nesteration or repair of the Property. If Lender deems the nesteration or repair of the Property. If Lender deems the nesteration or repair of the Property. If Lender deems the nesteration or repair of the Property. If Lender deems the nesteration or repair of the Property. If Lender deems the nesteration or repair of the Property. If Lender deems the nesteration or repair of the Property. If Lender deems the nesteration or repair of the Property. If Lender deems the nesteration or repair of the Property. If Lender deems the nesteration or repair of the Property. If Lender deems the nesteration or repair of the Property. If Lender deems the nesteration or repair of the Property. If Lender deems the nesteration or repair of the Property. If

deems the restoration or repair to be economically feasible and determines that Lender's security will not be lessened

by such restoration or repair.

If the Property is to be repaired or restored, Lender will disburse from the insurance proceeds any initial amounts that are necessary to begin the repair or restoration, subject to any restrictions applicable to Lender, During the subscruent repair and restoration period, Lender will 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 (which may include satisfying Lender's minimum eligibility requirements for persons repairing the Property, Including, but not limited to, licensing, bond, and insurance requirements) provided that such inspection must 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, depending on the size of the repair or restoration, the terms of the repair agreement, and whether Borrower Complete, copinion in the Sect or in open or described, negligible of the open agreement, and whole or in other agreements, and whole or is in Default on the Loan. Lender may make such disbursements directly to Borrower, to the person repaining or restricting the Property, or payable jointy to both. Lender will not be required by get Borrower any interest or earnings on such insurance proceeds unless Lender and Borrower agree in writing or Applicable Law requires otherwise. Fees her public adjusters, or other third parties, retained by Borrower will not be paid out of the insurance proceeds and will be th obligation of Borrower.

If Lender deems the restoration or repair not to be economically feasible or Lender's security would be lessened by such restoration or repair, the insurance proceeds will 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 will be applied in the order that Partial Payments are applied in Section 2(b).

(e) Insurance Settlements; Assignment of Proceeds. 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 from Leneer mat the injustance carrier has ordered to secre a calmi, then Leneer may he gocalae alto secre to calmi. The 30-day period will begin when the notice is given, in either event, or It Lender acquires the Property under Section 26 or otherwise, Borrower is unconditionally assigning to Lender (i) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note and this Security Instrument, and (ii) any other of Borrower's rights (other than the right to any refund of unearmed premiums paid by Borrower) under all insurance policies covering the Property, to the extent that such rights are applicable to the coverage of the Property. If Lender files, negotiates, or settles a claim, Borrower agrees that any insurance proceeds may be made payable directly Lender without the need to include Borrower as an additional loss payee. Lender may use the insurance proceeds either to repair or restore the Property des provided in Section 5(d)) or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. Occupancy, Borrower must occupy, establish, and use the Property as Borrower's principal residence within

60 days after the execution of this Security Instrument and must 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

will not be unreasonably withheld, or unless extenuating circumstances exist that are beyond Borrower's control.

7. Preservation, Maintenance, and Protection of the Property; Inspections. Borrower will not destroy, damage, or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower must maintain the Property In order to prevent the Property from deteriorating or

initials:

INSTEDEED 0123 INEDEED (CLS) 06/01/2023 02:03 PM PST



INDIANA - Single Family - Fannie Mac/Freddie Mac UNIFORM INSTRUMENT (MERS) Form 3015 07/2021 (rev. 02/22) ICE Mortgage Technology, Inc.

LOAN #: TX4-AP230573267

decreasing in value due to its condition. Unless Lender determines pursuant to Section 5 that repair or restoration is not

occreasing in value out in scontinuit or mess tender to element sources in o section to such a repair or instruction conomically feasible, Bornove will be repair to instruct or damage.

If insurance or condemnation proceeds are paid to Lender in connection with damaged to, or the taking of, the Property, Bornover will be responsible for repairing or restoring the Property of If Lender has released proceeds for such purposes. Lender may discuss one proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed, depending on the size of the repair are restoration, the terms of the repair agreement, and whether Borrower is in Default on the Loan, Lender may make such disbursements directly to Borrower, to the person repairing or restoring the Property, or payable jointly to both. If the insurance or condemnation proceeds are not sufficient to repair or

restore the Property, Borrower remains obligated to complete such repair or restoration.

Lender may make reasonable entries upon and inspections of the Property. If Lender has reasonable cause, Lender may inspect the interior of the improvements on the Property, Lender will give Borrower notice at the time of or prior to

such an interior inspection specifying such reasonable cause.

8. Borrower's Loan Application. Borrower will be in Default if, during the Loan application process, Borrower or any persons or entities acting at Borrower's direction 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 Lean, including, but not limited to, overstating Borrower's income or assets, understating or failing to provide documentation of Borrower's debt obligations and liabilities, and misrepresenting Borrower's occupancy or intended occupancy of the Property as Borrower's principal residence.

 Protection of Lender's Interest in the Property and Rights Under this Security Instrument.
 (a) Protection of Lender's Interest in the Property and Rights Under this Security Instrument.
 (b) Protection of Lender's Interest. If (i) Borrower fails to perform the covenants and agreements contained in this Security Instrument (ii) there is a legal proceeding or government order 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 condemnation or forfeiture, for enforcement of a lien that has priority or may attain priority over this Security Instrument, or to enforce laws or regulations); or (iii) Lender reasonably believes that Borrower has abandoned the Property, then Lender may do laws or regulations); or (iii) Lender reasonably bollieves that Borrower has abandened the Property, then Lender may do and pay for (whitever is reasonable or appropriate to protect Lender's Interest in the Property and/or rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property, Lender's actions may include, but are not limited to: (i) paying any sums secured by a lien that has priority or may attain priority ever this Security Instrument; (ii) appearing in court; and (iii) paying; (A) reasonable attorneys' fees and costs; (ii) property inspection and valuation fees; and (i) other fees incurred for the purpose of protecting Lender's interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, exterior and interior inspections of the Property, entering the Property to make repairs, changing locks, replacing or boarding up doors and windows, draining water from pipes, eliminating building or other code vilolations or dangerous conditions, and having utilities turned on or of it. Although Lender may take action under this Section 9, Lender is not required to do so and is not under any duty or obligation to do so. Lender will not be liable for not taking any or all actions authorized under this Section 9.

(b) Avoiding Foreclosure; Mittgating Losses, if Borrower is in Default, Lender may work with Borrower to avoid foreclosure and/or mitigate Lender's potential losses, but is not obligated to do so unless required by Applicable Law. Lender may take reasonable actions to evaluate Borrower for available alternatives to foreclosure, including, but not limited to, obtaining credit reports, title reports, title insurance, properly valuations, subordination agreements, and third-party approvals. Borrower authorizes and consents to these actions. Any costs associated with such loss mitigation activities may be paid by Lender and recovered from Borrower as described below in Section 9(c), unless prohibited by Applicable Law.

(c) Additional Amounts Secured. Any amounts disbuised by Lender under this Section 9 will become additional

debt of Borrower secured by this Security Instrument. These amounts may bear interest at the Note rate from the date of disbursement and will be payable, with such interest, upon notice from Lender to Borrower requesting payment

(d) Leasehold Terms. If this Security Instrument is on a leasehold, Borrower will comply with all the provisions of the lease. Borrower will not surrender the leasehold estate and interests conveyed or terminate or cancel the ground lease Borrower will not, without the express written consent of Lender, alter or amend the ground lease. If Borrower acquires fee title to the Property, the leasehold and the fee title will not merge unless Lender agrees to the merger in writing.

10. Assignment of Rents.

(a) Assignment of Rents. If the Property is leased to, used by, or occupied by a third party ("Tenant"), Borrower is unconditionally assigning and transferring to Lender any Rents, regardless of to whom the Rents are payable. Borrower authorizes Lender to collect the Rents, and agrees that each Tenant will pay the Rents to Lender. However, Borrower will receive the Rents until (i) Lender has given Borrower notice of Default pursuant to Section 26, and (ii) Lender has given notice to the Tenant that the Rents are to be paid to Lender. This Section 10 constitutes an absolute assignment and not an assignment for additional security only.

(b) Notice of Default. If Lender gives notice of Default to Borrower: (i) all Rents received by Borrower must be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender will be entitled to collect and receive all of the Rents; (iii) Borrower agrees to instruct each Tenant that Tenant is to pay all Rents due and unpaid to Lender upon Lender's written demand to the Tenant; (iv) Borroiver will ensure that each trenant pays all Rents due to Lender and will take whatever action is necessary to collect such Rents linot paid to Lender; (i) unless Applicable Law provides otherwise, all Rents collected by Lender will be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, reasonable attorneys' fees and costs, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments, and other charges on the Property, and then to any other sums secured by this Security Instru-ment; (vi) Lender, or any judicially appointed receiver, will be liable to account for only those Rents actually received; and (vii) Lender will be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

(c) Funds Pald by Lender. If the Rents are not sufficient to cover the costs of taking control of and managing the

Property and of collecting the Rents, any funds paid by Lender for such purposes will become indebtedness of Borrower to Lender secured by this Security Instrument pursuant to Section 9.

(d) Limitation on Collection of Rents. Borrower may not collect any of the Rents more than one month in advance of the time when the Rents become due, except for security or similar deposits.

IN21EDEED 0123

INDIANA – Sixyle Family – Fannia Mae/Freddie Mac UNIFORM INSTRUMENT (MERS) Form 3015 07/2021 (rev. 02/22) TCE Mortgogo Technology, Inc. Page 6 of 12

LOAN #: TX4-AP230573267

(e) No Other Assignment of Rents. Borrower represents, warrants, covenants, and agrees that Borrower has not

(i) No Other Assignment of when, bottower represents, warrants, covenants, and agrees that bottower has not signed any prior assignment of the Bents, will not make any further assignment of the Bents, and has not performed, and will not perform, any act that could prevent Lender from exercising its rights under this Security instrument.
(f) Control and Maintenance of the Property. Unless required by Applicable Law, Lendor, or a receiver appointed under Applicable Law, and the property of the property of the property of Default to Bents and the Property before or after giving notice of Default to Bents. Lendor, or a receiver appointed under Applicable Law, may do so a tany time when Borrower is in Default, subject to Applicable Law.

(g) Additional Provisions. Any application of the Rents will not cure or waive any Default or invalidate any other right or remedy of Lender, This Section 10 does not relieve Borrower of Borrower's obligations under Section 6.

This Section 10 will terminate when all the sums secured by this Security Instrument are paid in full.

11. Mortgage Insurance.

(a) Payment of Premiums; Substitution of Policy; Loss Reserve; Protection of Lender. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower will pay the premiums required to maintain the Mortgage Insurance in effect. If Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, and (i) the Mortgage Insurance coverage required by Lender ceases for any reason to be available wortgage insurance, and it in wortgage insurance overage required by Center desease any fression to act awarder from the mortgage insurer that previously provided such insurance, or (ii) Lender determines in its sole discretion that such mortgage insurer is no longer eligible to provide the Mortgage Insurance coverage required by Lender, Borrower vill 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 will 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 vill accept, use, and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve will be non-refundable, even when the Loan is paid in full, and Lender will not be required to pay Borrower any Interest or earnings on such loss reserve.

Lender will 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 loward the premiums for Montage insurance, so cotained, and Lender requires separately designated payments loward the premiums for Montage insurance.

It Lender required Mortgage Insurance as a condition of making the Loan and Borrover was required to make separately designated payments loward the premiums for Mortgage insurance, Borrower will 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 11 affects Borrower's obligation to pay interest at the Note rate.

(b) Mortgage Insurance Agreements. Mortgage Insurance reimburses Lender for certain losses Lender may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance policy or coverage. Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agree-ments with other parties that share or modify their risk, or reduce losses. 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

insurer to thate payments using any source or earns are transpared many the control of the contr rower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. Any such agreements will not: (i) affect the amounts that Berrower has agreed to pay for Mortgage Insurance, or research, any sound agreements that means the amounts are previously and suggest to pay for mortgage innerment, or any other terms of the Loans (1) increase the amount Borrowit will low for Mortgage Insurance; (iii) entitle Borrower to any refund, or (or) affect (2 th sjc.ts, Borrower the sq.), if any, with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 (12 U.S. £ 9400 is sq.), at I may be amended from time to time, or any additional or successor federal Regislation or relating disclosures, or request and obtain cancellation of the Mortgage Insurance, to, have the Mortgage injuly to receive earth disclosures, to request and obtain cancellation of the Mortgage Insurance, to, have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination,

12. Assignment and Application of Miscellaneous Proceeds; Forfeiture

(a) Assignment of Miscellaneous Proceeds. Borrower is unconditionally assigning the right to receive all Miscellaneous Proceeds to Lender and agrees that such amounts will be paid to Lender.

(b) Application of Miscellaneous Proceeds upon Damage to Property. If the Property is damaged, any Miscellaneous Proceeds will be applied to restoration or repair of the Property, if Lender deems the restoration or repair to be economically feasible and Lender's security will not be lessened by such restoration or repair. During such repair and restoration period, Londer will have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect the Property to ensure the work has been completed to Lender's satisfaction (which may include satisfying Lender's militimum eligibility requirements for persons repairing the Property, including, but not limited to, licensing, bond, and insurance requirements. provided that such inspection must be undertaken promptly. Lender may pay for the repairs and restoration in a single dis-bursement or in a series of progress syments as the work is completed, depending on the size of the repair or restoration, the terms of the repair agreement, and whether Borrower is in Default on the Loan. Lender may make such disbursements directly to Borrower, to the person repairing or restoring the Property, or payable jointly to both. Unless Lender and Borrower agree in writing or Applicable Law requires itenest to be paid on such Miscellaneous Proceeds, Lunder will not be required to pay Borrower any interest or camings on such Miscellaneous Proceeds. If Lender deems the restoration or repair not to be economically feasible or Lender's security would be lessened by such restoration or repair, the Miscellaneous Proceeds will be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds will be applied in the order that Partial Payments are applied in Section 2(b).

(c) Application of Miscellaneous Proceeds upon Condemnation, Destruction, or Loss in Value of the Property.

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

Initials:

INDIANA - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT (MERS) Form 3015 07/2021 (rev. 02/22) ICE Mortgage Technology, Inc. Page 7 of 12



IN21EDEED 0123 INEDEED (CLS) 06/01/2023 02:03 PM PST

LOAN #1 TX4-AP230573267

In the event of a partial taking, destruction, or loss in value of the Property (each, a "Partial Devaluation") where the fair market value of the Property immediately before the Partial Devaluation is equal to or greater than the amount of the sums socured by this Socurity instrument immediately belone the Partial Devaluation, a percentage of the Miscellaneous Proceeds will be applied to the sums secured by this Security Instrument unless Borrower and Lendre'd reherwise agree in writing. The amount of the Miscellaneous Proceeds that will be so applied is determined by multiplying the total amount of the Miscellaneous Proceeds by a percentage calculated by taking (i) the total amount of the sums secured immediately below the Partial Devaluation, and dividing it by (ii) the fair market value of the Property immediately before the Partial Devaluation. Any balance of the Miscellaneous Proceeds will be paid to Borrower.

In the event of a Partial Devaluation where the fair market value of the Property immediately before the Partial Devaluation is less than the amount of the sums secured immediately before the Partial Devaluation, all of the Miscellaneous Proceeds will be applied to the sums secured by this Security Instrument, whether or not the sums are then due, unless

Borrower and Lender otherwise agree in writing.

(d) Settlement of Claims. Lender is authorized to collect and apply the Miscellaneous Proceeds either to the sums secured by this Security Instrument, whether or not then due, or to restoration or repair of the Property, if Borrower (i) abandons the Property, or (ii) fails to respond to Lander within 30 days after the date Lander notifies Borrower the Opposing Party (as defined in the next sentence) offers to settle a claim for damages. Opposing Party means the third party that owes Borrower the Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to the Miscellaneous Proceeds.

(e) Proceeding Affecting Lender's interest in the Property. Borrower will be in Default if any action or proceeding begins, whether civil or criminal, that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a Default and, if acceleration has occurred, reinstate as provided in Section 20, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower is unconditionally assigning to Lender the proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property, which proceeds will be paid to Lender. All Miscellaneous Proceeds that are not applied to restoration or repair of the Property will be applied in the order that Partial Payments are applied in Section 2(b).

13. Borrower Not Released; Forbearance by Lender Not a Walver. Borrower or any Successor in Interest of Borrower will not be released from liability under this Security Instrument If Lender extends the time for payment or modifies the amortization of the sums secured by this Security Instrument. Lender will not be required to commence proceedings against any Successor In Interest of Borrower, or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument, by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities, or Successors in Interest of Borrower or in amounts less than the

amount then due, will not be a waiver of, or preclude the exercise of, any right or remedy by Lender.

14. Joint and Several Liability; Signatories; Successors and Assigns Bound. Borrower's obligations and liability under this Security Instrument will be joint and several. However, any Borrower who signs this Security Instrument but does not sign the Note: (a) signs this Security Instrument to mortgage, grant, and convey such Borrower's interest in the Property under the terms of this Security Instrument; (b) signs this Security Instrument to wake any applicable inchosale rights such as dower and curtesy and any available homestead exemptions; (c) signs this Security Instrument to assign any Miscellaneous Proceeds, Rents, or other earnings from the Property to Lender; (d) is not personally obligated to pay the sums due under the Note or this Security Instrument; and (e) agrees that Lender and any other Borrover can agree to extend, modify, forbear, or make any accommodations with regard to the terms of the Note or this Security Instrument without such Borrower's consent and without affecting such Borrower's obligations under this Security Instrument.

Subject to the provisions of Section 19, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lenddr, will obtain all of Borrower's rights, foliquations, and benefits under this Security Instrument. Borrower will not be released from Borrower's obligations and liability under this

Security Instrument unless Lender agrees to such release in writing.

15. Loan Charges

(a) Tax and Flood Determination Fees. Lender may require Borrower to pay (i) a one-time charge for a real estate I had not involve bedefinition to reporting service used by Lender in converting the major by a ordering the relate issued tax verification and/or reporting service used by Lender in connection with this Loan, air(ii) either (A) a one-time change for flood zone determination, certification, and tracking services, or (B) a one-time change for flood zone determination and entification services and subsequent changes each time remappings or similar changes court that reasonably might affect such determination or certification. Borrower will also be responsible for the payingful of any fees imposed by the Federal Emergency Management Agency, or any successor agency, at any time during the Loan term, in connection with any flood zone determinations.

(b) Default Charges. If permitted under Applicable Law, Lender may charge Borrower fees for services performed in connection with Borrower's Default to protect Lender's Interest in the Property and rights under this Security Instrument, including: (i) reasonable attorneys' fees and costs; (ii) property inspection, valuation, mediation, and loss intigation fees;

and (iii) other related fees.

(c) Permissibility of Fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower should 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 Law.

(d) Savings Clause. If Applicable Law sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then (i) any such loan charge will be reduced by the amount necessary to reduce the charge to the permitted limit, and (ii) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower, Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). To the extent permitted by Applicable Law, Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any fight of action Borrower might have arising out of such overcharge.

Initials:\_\_

INDIANA - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT (MERS) Form 3015 07/2021 (rev. 02/22) ICE Mortgage Technology, Inc. Page 8 of 12 INSTERED 0123



INEDEED (CLS 06/01/2023 02:03 PM PST

LOAN #: TX4-AP230573267

16. Notices; Borrower's Physical Address. All notices given by Borrower or Lender in connection with this Security

Instrument must be in writing.

(a) Notices to Borrower. Unless Applicable Law requires a different method, any written notice to Borrower in connection with this Security Instrument will be deemed to have been given to Borrower when (i) mailed by first class mail, or (ii) actually delivered to Borrower's Notice Address (as defined in Section 16(c) below) if sent by means other than first class mail or Electronic Communication (as defined in Section 16(b) below). Notice to any one Borrower will constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. If any notice to Borrower required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

(b) Electronic Notice to Borrower. Unless another delivery method is required by Applicable Law, Lender may provide notice to Borrower by e-mail or other electronic communication ("Electronic Communication") if: (i) agreed to by Lender and Borrower in writing; (ii) Borrower has provided Lender with Borrower's e-mail or other electronic address ("Electronic Address"); (iii) Lender provides Borrower with the option to receive notices by first class mail or by other non-Electronic Comrunication in stead of by Electronic Communication; and (iv) Lender to therwise complies with Applicable Law, Any notice to Borrower sent by Electronic Communication in connection with this Security Instrument will be deemed to have been given to Borrower when sent unless Lender becomes aware that such notice is not delivered. If Lender becomes aware that any notice sent by Electronic Communication is not delivered, Lender will resend such communication to Borrower by first class mail or by other non-Electronic Communication, Borrower may withdraw the agreement to receive Electronic

Communications from Lender at any time by providing written notice to Lender of Borrower's writhdrawal of such agreement.

(c) Borrower's Notice Address. The address to which Lender will send Borrower notice ("Notice Address") will be the Property Address unless Borrower has designated a different address by written notice to Lender. If Lender and Borrower have agreed that notice may be given by Electronic Communication, then Borrower may designate an Electronic Address as Notice Address. Borrower will promptly notify Lender of Borrower's change of Notice Address, including any changes to Borrower's Electronic Address if designated as Notice Address. If Lender specifies a procedure for reporting Borrower's change of Notice Address, then Borrower will report a change of Notice Address only through that specified procedure.

(d) Notices to Lender. Any notice to Lender will be given by delivering it or by mailing it by first class mail to Lender's address stated in this Security Instrument unless Lender has designated another address (including an Electronic Address) by notice to Borrower. Any notice in connection with this Security Instrument will be deemed to have been given to Lender only when actually received by Lender at Lender's designated address (which may include an Electronic Address). If any notice to Lender required by this Security Instrument is also required under Applicable Law, the Applicable Law require ment will satisfy the corresponding requirement under this Security Instrument.

(e) Borrower's Physical Address. In addition to the designated Notice Address, Borrower will provide Lender with the address where Borrower physically resides, if different from the Property Address, and notify Lender whenever this address changes

17. Governing Law; Severability; Rules of Construction. This Security Instrument is governed by federal law and the law of the State of Indiana, All rights and obligations contained in this Security Instrument are subject to any require-ments and limitations of Applicable Law. If any provision of this Security Instrument or the Note conflicts with Applicable Law (i) such conflict will not affect other provisions of this Security Instrument or the Note that can be given effect without the conflicting provision, and (ii) such conflicting provision, to the extent possible, will be considered modified to comply the conflicting provision, and (ii) such conflicting provision, to the extent possible, will be considered modified to comply the provision of in effect at the time the action is undertaken.

As used in this Security Instrument; (a) words in the singular will mean and include the plural and vice versa; (b) the word "may" gives sole discretion without any obligation to take any action; (c) any reference to "Section" in this document refers to Sections contained in this Security Instrument unless otherwise noted; and (d) the headings and captions are inserted for convenience of reference and do not define, limit, or describe the scope or intent of this Security Instrument.

or any particular Section, paragraph, or provision.

18. Borrower's Copy. One Borrower will be given one copy of the Note and of this Security Instrument.

19. Transfer of the Property or a Beneficial interest in Borrower. For purposes of this Section 19 only, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract, or escrow agreement, the intent of which is the transfer of title by Borrower to a purchaser at a future date.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, Lender will not exercise this

option if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender will give Borrower notice of acceleration. The notice will provide a period of not less than 30 days from the date the notice is given in accordance with Section 16 within which Borrower must pay all sums secured by this Security Instrument, if Borrower fails to pay these sums prior to, or upon, the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower and will be entitled to collect all expenses incurred in pursuing such remedies, including, but not limited to: (a) reasonable attorneys' fees and costs; (b) properly inspection and valuation fees; and of c) there he incurred to robote. Under sinteness, including, the instrument. Lender's Interest in the Property and/or rights under this Security Instrument.

20. Borrower's Right to Reinstate the Loan after Acceleration. It Borrower meets certain conditions, Borrower will have the right to reinstate the Loan and have enforcement of this Security Instrument discontinued at any time up to the later

of (a) five days before any foreclosure sale of the Property, or (b) such other period as Applicable Law might specify for the nination of Borrower's right to reinstate. This right to reinstate will not apply in the case of acceleration under Section 19. To reinstate the Loan, Borrower must satisfy all of the following conditions: (aa) pay Lender all sums that then would

be due under this Security Instrument and the Note as if no acceleration had occurred; (bb) cure any Default of any other covenants or agreements under this Security Instrument or the Note; (cc) pay all expenses incurred in enforcing this Security Instrument or the Note, including, but not limited to: (i) reasonable attorneys fees and costs; (ii) property

Initials:

INDIANA – Single Family – Fannile Mae/Freddie Mac UNIFORM INSTRUMENT (MERS) Form 3015 07/2021 (rev. 02/22) ICE Mortgage Technology, Inc. Page 9 of 12



LOAN #: TX4-AP230573267

Inspection and valuation fees; and (iii) other fees incurred to protect Lender's interest in the Property and/or rights under this Security Instrument or the Note; and (dd) take such action as Lender may reasonably require to assure that Lender's interest in the Property and/or rights under this Security Instrument or the Note, and Borrower's obligation to pay the sums secured by this Security Instrument or the Note, will continue unchanged.

Lender may require that Berrower pay such reinstatement sums and expenses in one or more of the following forms,

Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forme, as selected by Lender (aai) cash, (bbb) money order (cod) certified check, bask noted, treasurer's check, or cashins's check, provided any such check is drawn upon an institution whose deposits are insured by a U.S. federal agency, instrumentality, or entity, or (dde) Electioner Fund Transfer. Upon Borrower's reinstatement of the Loan, this Security Instrument and obligations secured by this Security Instrument will remain fully effective as if no acceleration had occurred.

21. Sale of Note. The Note or a partial interest in the Note, together with this Security Instrument, may be soid or

21. Sale of Note. The Note or a partial interest in the Note, together with this Security Instrument, may be sold or othervise transferred one or more times. Upon such a sale or other transfer, all of Lender's rights and obligations under this Security Instrument will convey to Lender's successors and assigns.

22. Loan Servicer, Lender may take any action permitted under this Security Instrument through the Loan Servicer or another authorized representative, such as a sub-servicer. Borrower understands that the Loan Servicer or other authorized representative, such as in right and authorized representative of Longer has the right and authorized representative of the right and authorized to such action.

authorized representative of Lender has the right and authority to take any such action.

The Loan Servicer may change one or more times during the term of the Note. The Loan Servicer may not be the holder of the Note. The Loan Servicer has the right and authority to: (a) collect Periodic Payments and any other amounts due under the Note and this Security Instrument, (b) perform any other mortgage loan servicing obligations; and (c) exercise any rights under the Note, this Security Instrument, and Applicable Law on behalf of Lender. If there is a change of the Loan Service; Bornover will be given written notice of the change which will state the name and address of the new Loan Service; Denate of the change which will state the name and address of the new Loan Service; Denate of Service in the service of the new Loan Service; the address to which payments should be made, and any other Information RESPA requires in confinction with a notice of transfer of servicine.

23. Rolles of Grievance. Until Borrower or Londer has notified the other party (in accordance with Section 16) of an alleged breach and afforded the other party a reasonable period after the giving of such notice to take corrective action, neitiling Borrower nor Lender may commence, join, or be joined to any judicial action (either as an individual fligant or a member of a class) that (a) artess from the other party's actions pursuant to this Security Instrument or the Note, or (b) alleges that the other party has breached any provision of this Security Instrument or the Note. It Applicable Law provides a time pariod that must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this Section 23. The notice of Default given to Borrower pursuant to Section 26(a) and the notice of acceleration given to Borrower pursuant to Section 28. The notice and opportunity to take corrective action provisions of this Section 23.

24. Hazardous Substances.

(a) Definitions. As used in this Section 24: (i) "Environmental Law" means any Applicable Laws where the Property is located that relate to health, selety, or environmental protection; (ii) "Hezardous Substances" include (A) those substances selected as toxic or hazardous substances; pollutants, or wastes by Environmental Law, and (ii) the following substances; asceline, knorseen, other flammable or toxic perticelum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, corrosive materials or agents, and radioactive materials; (iii) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (iv) an "Environmental Centry in "Environmental Centry" in "Environmental Centry".

(b) Restrictions on Use of Hazardous Substances. Dorrower will not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threater for splease any Hazardous Substances, or or in the Property. Borrower will not do, nor allow anyone else to do, anything affecting the Property that; (f) violates Environmental Candiforn, or (ii) use to the presence, use, or release of a Hazardous Substance, create a condition that adversely affects or could adversely affect the value of the Property. The preceding two sentences will not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generated to the property of small quantities of Hazardous Substances that are generated to the property of the property of

(c) Notices; Remedial Actions: Borrower will premptly give Lendor written notice of: (i) any investigation, daim, demand, lawsuit, or other action by any governmental or regulatory agency or givate party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge; (ii) any Environmental Condition, including but not limited to, any spilling, leading, discharge, release, or threat of release of any Hazardous Substance; and (ii) any condition caused by the presence, use, or release of a Hazardous Substance that adversely 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 necessary, Borrower will prompty take all necessary remedial actions in accordance with Environmental Law. Nothing in this Security Instrument will create any obligation on Lender for an Environmental Cleanue.

any obligation on Lender for an Environmental Cleanup.

25. Electronic Note Signature. If the Note evidencing the debt for this Loan is electronic. Borrower acknowledges and represents to Lender that Borrower: (a) expressly consented and intended to sign the electronic Note using an Electronic Signature adopted by Borrower (Tourowers Electronic Signature) instead of signing a paper Note with Borrower's written pen and link signature; (b) id not withdraw Borrower's corriess consent to sign the electronic Note using Borrower's Electronic Signature; (c) understood that by spring the electronic Note using Borrower's Electronic Signature; (b) and expressed by the electronic Note in accordance with its terms; and (d) signed the electronic Note with Borrower's Electronic Signature with the intent and understanding that by doing so, Borrower promised to pay the debt evidenced by the electronic Note on accordance on this terms.

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

26. Acceleration; Remedies.

(a) Notice of Default. Lender will give a notice of Default to Borrower prior to acceleration following Borrower's Default, except that such notice of Default will not be sent when Lender exercises its right under Section 19 unless Applicable Law provides otherwise. The notice will specify, in addition to any other information required by Applicable Law;

NOIANA — Single Family — Fannile Mae/Freddie Mac UNIFORM INSTRUMENT (MERS) Form 3015 07/2021 (rev. 02/22) INZIEDEED 0123 INZIEDED 0123 INZIED



#### LOAN #: TX4-AP230573267

(i) the Default; (ii) the action required to cure the Default; (iii) a date, not less than 30 days (or as otherwise specified by Applicable Law) from the date the notice is given to Borrower, by which the Default must be cured; (iv) that failure to cure the Default on the before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property; (v) Borrower's right to reinstate after acceleration; and (vi) Borrower's right to deny in the foreclosure proceeding the existence of a Default or to assert any other defense of Borrower to acceleration and foreclosure.

(b) Acceleration; Foreclosure; Expenses. If the Default is not cured on or before the date specified in the notice Londer may require immediate payment in full of all sums secured by this Security instrument without further demand and protectes this Security instrument by judicial proceeding. Londer will be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 28, including, but not limited to: (i) reasonable attempy? fees and dosts; (ii) property inspection and valuation fees; and (iii) other fees incurred to protect Lender's interest in the Property and/or rights under this Security Instrument.

27. Release. Upon payment of all sums secured by this Security Instrument, Lender will release this Security Instrument. Lender may charge Bornower a foe for releasing this Security Instrument only I the feet is add to a third party for services rendered and is permitted under Applicable Law.

28. Walver O'Alustation and Appraisement. Bornower waives all right of valuation and Appraisement.

29. Stated Maturity Date. The stated maturity date is the date by which the debt must be paid in full as set forth in

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and In any Rider sloned by Borrower and recorded with it.

ndiana State of County of LAKE This record was acknowledged before me on this 1st day of JUNE, 2023 by DEBORAH A. MATIAS. 9-13-2025 My commission expires: Commissioned in Lender; Royal United Mortgage LLC NMLS ID: 13390 Loan Originator: Dina Draguicevich NMLS ID: 2424732 INDIANA - Single Family - Fannie Mae/Freddle Mac UNIFORM INSTRUMENT (MERS) Form 3015 07/2021 (rev. 02/22) INSTERED Page 11 of 12 INEDEED (CLS) 06/01/2023 02:03 PM PST



LOAN #: TX4-AP230573267

I AFFIRM UNDER THE PENALTIES FOR PERIURY, THAT I JANETAKEN REASONABLE CARE TO REDACT EACH SOCIAL SECURITY NUMBER IN THIS DOCUMENY, UNLESS REQUIRED BY LAW.

THIS DOCUMENT WAS PREPARED BY: Dina Dragulcevich ROYAL UNITED MORTGAGE LLC 7999 KNUE ROAD, SUITE 300 INDIANAPOLIS, IN 46250 317-664-7700 Kayla Ahn- Agent

Initials: Initia

0.0222)
IN21EDEED 0123
INEDEED (CLS)
06/01/2023 02/03 PM PST

#### EXHIBIT "A" LEGAL DESCRIPTION

#### File No: 08-02523727

THE FOLLOWING DESCRIBED REAL ESTATE IN LAKE COUNTY, IN THE STATE OF INDIANA, TO

LOT NUMBERED 13 IN BLOCK 3-IN BEVERLY SIXTH ADDITION, IN THE CITY OF HAMMOND, AS PER PLAT THEREOF, RECORDED SEPTEMBER 10, 1952 IN PLAT BOOK 29, PAGE 62 IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

PARCEL NO.: 45-07-18-431-013.000-023

BEING THE SAME PROPERTY CONVEYED TO DEBORAH A. MATIAS BY DEED FROM DEBORAH A. SMITH, NIVADEBORAH A. MATIAS RECORDED 09/08/2015 INSTRUMENT NO. 2015 081481, IN THE RECORDER'S OFFICE OF Lake COUNTY, INDIANA.

DocID: 450