

2024-06-12 02:28:10 PM
TOTAL FEES: 55.00
BY: JAS
PG #: 10
RECORDED AS PRESENTED

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
GINA PIMENTEL
RECORDER

When recorded, return to:
First Financial Bank Attn: Mortgage Servicing
2105 N State Road 3 Bypass
PO Box 507
Greensburg, IN 47240

Title Order No.: 8037766
LOAN #: 599609476

-05

**MORTGAGE
HOME EQUITY LINE OF CREDIT
(Securing Future Advances)**

THIS MORTGAGE is made on **February 14, 2024**. The mortgagor is **AN UNDIVIDED ONE-HALF INTEREST TO CHARLES C. COLE AND DEBRA E. COLE, TRUSTEES, OR THEIR SUCCESSORS IN TRUST, UNDER THE CHARLES C. COLE LIVING TRUST DATED SEPTEMBER 6, 2022, AND ANY AMENDMENTS THERETO AND AN UNDIVIDED ONE-HALF INTEREST TO DEBRA E. COLE AND CHALES C. COLE, TRUSTEES, OR THEIR SUCCESSORS IN TRUST, UNDER THE DEBRA E. COLE LIVING TRUST DATED SEPTEMBER 6, 2022 AND ANY AMENDMENTS THERETO.**

This Mortgage is given to **First Financial Bank**.

whose address is **225 Victoria Dr, Suite 700
Cincinnati, OH 45246**

In this Mortgage, the terms "you," "your" and "yours" refer to the mortgagor(s). The terms "we," "us" and "our" refer to **First Financial Bank**.

Pursuant to a Home Equity Line of Credit Agreement dated the same date as this Mortgage ("Agreement"), you may incur maximum unpaid loan indebtedness (exclusive of interest thereon) in amounts fluctuating from time to time up to the maximum principal sum outstanding at any time of **ONE HUNDRED FIFTY THOUSAND AND NO/100th** Dollars (U.S. **\$150,000.00**). This amount is the maximum amount being stated pursuant to Section 32-8-11-9 of the Indiana Statutes Annotated and



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is not a commitment by us to advance that amount. All amounts due under the Agreement must be paid in full not later than **February 10, 2049**. You agree that this Mortgage shall continue to secure all sums now or hereafter advanced under the terms of the Agreement including, without limitation, such sums that are advanced by us whether or not at the time the sums are advanced there is any principal sum outstanding under the Agreement. The parties hereto intend that this Mortgage shall secure unpaid balances, and all other amounts due to us hereunder and under the Agreement.

This Mortgage secures to us: (a) the repayment of the debt evidenced by the Agreement, with interest, and all refinancings, renewals, extensions and future modifications of the Agreement; (b) the payment of all other sums, with interest, advanced under this Mortgage to protect the security of this Mortgage; and (c) the performance of your covenants and agreements under this Mortgage and the Agreement. For this purpose and in consideration of the debt, you do hereby mortgage, grant and convey to us and our successors and assigns the following described property located in Lake County, Indiana:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS "EXHIBIT A".
APN #: 45-19-16-300-009.000-037 & 45-19-16-300-011.000-037

which has the address of **10606 W 173rd Ave, Lowell, IN 46356** ("Property Address").

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

YOU COVENANT that you are lawfully seized of the estate hereby conveyed and have the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. You warrant and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

YOU AND WE covenant and agree as follows:

1. Payment of Principal, Interest and Other Charges. You shall pay when due the principal and interest owing under the Agreement and all other charges due hereunder and due under the Agreement, including any amounts you are required to pay into an escrow or impound account with us pursuant to Section 3.

2. Application of Payments. Unless applicable law provides otherwise, all payments received by us under the Agreement and Section 1 shall be applied by us as provided in the Agreement.

3. Prior Mortgages; Charges; Liens. You have disclosed to us and obtained our approval of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage. You shall perform all of your obligations under any mortgage, deed of trust or other security instruments with a lien which has priority over this Mortgage, including your covenants to make payments when due. You shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Mortgage, and leasehold payments of ground rents, if any. Upon our request, you shall promptly furnish to us all notices of amounts to be paid under this paragraph and receipts evidencing any such payments you make directly. You shall promptly discharge any lien (other than a lien disclosed to us in your application or in any title report we obtained) which has priority over this Mortgage.

Subject to applicable law, we may, upon notice either before or after the execution of this Mortgage, require you to pay amounts into an escrow or impound account with us, on the day monthly payments are due under the Agreement, up to the maximum amount permitted by law for the payment of all (a) taxes, assessments (including condominium and planned unit development assessments, if any) and other items which may attain priority over this Mortgage; (b) premiums for hazard insurance and any mortgage insurance required by us under this Mortgage; and (c) leasehold payments or ground rents on the Property, if any.

4. Hazard Insurance. You shall keep the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which we require insurance. This insurance shall be maintained in the amounts and for the periods that we require. You may choose any insurer reasonably acceptable to us. Insurance policies and renewals shall be acceptable to us and shall include a standard mortgagee clause. If we require, you shall promptly give us all receipts of paid premiums and renewal notices. If you fail to maintain coverage as required in this section, you authorize us to obtain such coverage as we in our sole discretion determine appropriate to protect our interest in the Property in accordance with the provisions in Section 6. You understand and agree that any coverage we purchase may cover only our interest in the Property and may not cover your interest in the Property or any



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personal property therein. You also understand and agree that the premium for any such insurance may be higher than the premium you would pay for such insurance. You shall promptly notify the insurer and us of any loss. We may make proof of loss if you do not promptly do so.

We may also, at our option and on your behalf, adjust and compromise any claims under the insurance, give releases or acquittances to the insurance company in connection with the settlement of any claim and collect and receive insurance proceeds. You appoint us as your attorney-in-fact to do all of the foregoing, which appointment you understand and agree is irrevocable, coupled with an interest with full power of substitution and shall not be affected by your subsequent disability or incompetence.

Insurance proceeds shall be applied to restore or repair the Property damaged, if restoration or repair is economically feasible and our security would not be lessened. Otherwise, insurance proceeds shall be applied to sums secured by this Mortgage, whether or not then due, with any excess paid to you. If you abandon the Property, or do not answer within 30 days after we give notice to you that the insurer has offered to settle a claim, then we may collect and use the proceeds to repair or restore the Property or to pay sums secured by this Mortgage, whether or not then due. Any application of proceeds to principal shall not require us to extend or postpone the due date of monthly payments or change the amount of monthly payments. If we acquire the Property at a forced sale following your default, your right to any insurance proceeds resulting from damage to the Property prior to the acquisition shall pass to us to the extent of the sums secured by this Mortgage immediately prior to the acquisition.

You shall not permit any condition to exist on the Property which would, in any way, invalidate the insurance coverage on the Property.

5. Preservation, Maintenance and Protection of the Property; Loan Application; Leaseholds. You shall not destroy, damage or substantially change the Property, allow the Property to deteriorate, or commit waste. You shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in our good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Mortgage or our security interest. You may cure such a default, as provided in Section 17, by causing the action or proceeding to be dismissed with a ruling that, in our good faith determination, precludes forfeiture of your interest in the Property or other material impairment of the lien created by this Mortgage or our security interest. You shall also be in default if you, during the loan application process, gave materially false or inaccurate information or statements to us (or failed to provide us with any material information) in connection with the loan evidenced by the Agreement, including, but not limited to, representations concerning your occupancy of the Property as a principal residence. If this Mortgage is on a leasehold, you shall comply with the lease. You shall not surrender the leasehold estate and interests herein conveyed or terminate or cancel the ground lease. You shall not, without our express written consent, alter or amend the ground lease. If you acquire fee title to the Property, the leasehold and fee title shall not merge unless we agree to the merger in writing.

6. Protection of Our Rights in the Property; Mortgage Insurance. If you fail to perform the covenants and agreements contained in this Mortgage, or there is a legal proceeding that may significantly affect our rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then we may do, and pay for, anything necessary to protect the Property's value and our rights in the Property. Our actions may include paying any sums secured by a lien which has priority over this Mortgage or over any advance under the Agreement or this Mortgage, appearing in court, paying reasonable attorney's fees, paying any sums which you are required to pay under this Mortgage and entering on the Property to make repairs. We do not have to take any action we are permitted to take under this Section; and amounts we pay under this Section shall become additional debts you owe us and shall be secured by this Mortgage. These amounts shall bear interest from the disbursement date at the rate established under the Agreement and shall be payable, with interest, upon our request. If we required mortgage insurance as a condition of making the loan secured by this Mortgage, you shall pay the premiums for such insurance until such time as the requirement for the insurance terminates.

7. Inspection. We may enter and inspect the Property at any reasonable time and upon reasonable notice.

8. Condemnation. The proceeds of any award for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to us. If the Property is abandoned, or if, after notice by us to you that the condemnor offers to make an award or settle a claim for damages, you fail to respond to us within 30 days after the date the notice is given, we are authorized to collect and apply the proceeds, at our option, either to restoration or repair of the Property or to the sums secured by this Mortgage, whether or not then due. Unless we and you otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments payable under the Agreement and Section 1 or change the amount of such payments.

9. No Release Upon Extension or Modification. Our granting of any extension of time for payment or our agreement to modify the terms of repayment of the obligations under the Agreement or the requirements in the Mortgage shall not operate to release you from your obligations or liability under the Agreement or this Mortgage.

10. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Mortgage shall bind and benefit your successors and permitted assigns. Your covenants and agreements shall be joint and several. Anyone who co-signs this Mortgage but does not execute the Agreement: (a) is co-signing this Mortgage only to mortgage, grant and convey such person's interest in the Property; (b) is not personally obligated to pay the Agreement, but is obligated to pay all other sums secured by this Mortgage; and (c) agrees that we and anyone else who signs this Mortgage may agree to extend, modify, forbear or make any accommodations regarding the terms of this Mortgage or the Agreement without such person's consent.

11. Loan Charges. If the loan secured by this Mortgage is subject to a law which 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: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from you which exceed permitted limits will be refunded to you. We may choose to make this refund by reducing the principal owed under the Agreement or by making a direct payment to you. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Agreement.



12. **Notices.** Unless otherwise required by law, any notice to you provided for in this Mortgage shall be delivered or mailed by first class mail to the Property Address or any other address you designate by notice to us, and any notice to us shall be delivered or mailed by first class mail to our address stated above or any other address we designate by notice to you.

13. **Governing Law; Severability.** The interpretation and enforcement of this Mortgage shall be governed by the law of the jurisdiction in which the Property is located, except as preempted by federal law. In the event that any provision or clause of this Mortgage or the Agreement conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Agreement which can be given effect without the conflicting provision. To this end the provisions of this Mortgage and the Agreement are declared to be severable.

14. **Transfer of the Property.** If all or any part of the Property or any interest in it is sold or transferred without our prior written consent, we may, at our option, require immediate payment in full of all sums secured by this Mortgage. However, this option shall not be exercised by us if exercise is prohibited by federal law as of the date of this Mortgage.

15. **Sale of Agreement; Change of Loan Servicer.** The Agreement or a partial interest in the Agreement (together with this Mortgage) may be sold one or more times without prior notice to you. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Agreement and this Mortgage. There also may be one or more changes of the Loan Servicer unrelated to the sale of the Agreement. If there is a change of the Loan Servicer, you will be given written notice of the change as required by applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any information required by applicable law.

16. **Hazardous Substances.** You shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. You shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of Hazardous Substances in quantities that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property. You shall promptly give us written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which you have actual knowledge. If you learn or are notified by any government or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, you shall promptly take all necessary remedial actions in accordance with Environmental Law. As used in this Mortgage, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this Mortgage, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

17. **Acceleration; Remedies.** You will be in default if (1) any payment required by the Agreement or this Mortgage is not made when it is due; (2) we discover that you have committed fraud or made a material misrepresentation in connection with the Agreement; or (3) your action, or your failure to act, adversely affects our security for the Agreement or any right we have in the Property. If a default occurs, we will give you notice specifying: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to you, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage and sale of the Property. The notice shall further inform you of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonexistence of a default or any other defense you may have to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, we, at our option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. We shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorneys' fees as permitted by applicable law.

18. **Discontinuance of Enforcement.** Notwithstanding our acceleration of the sums secured by this Mortgage under the provisions of Section 17, we may, in our sole discretion and upon such conditions as we in our sole discretion determine, discontinue any proceedings begun to enforce the terms of this Mortgage.

19. **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.

20. **Additional Charges.** You agree to pay reasonable charges as allowed by law in connection with the servicing of this loan including, without limitation, the costs of obtaining tax searches and subordinations, provided, however, that nothing contained in this section is intended to create and shall not be construed to create any duty or obligation by us to perform any such act, or to execute or consent to any such transaction or matter, except a release of the Mortgage upon full repayment of all sums secured thereby.

21. **Waiver.** No waiver by us at any time of any term, provision or covenant contained in this Mortgage or in the Agreement secured hereby shall be deemed to be or construed as a waiver of any other term, provision or covenant or of the same term, provision or covenant at any other time.

22. **Waiver of Valuation and Appraisal.** You waive all right of valuation and appraisal.

23. **Riders to this Mortgage.** If one or more riders are executed by you and recorded together with this Mortgage, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as if the rider(s) were part of this Mortgage.

Condominium Rider 1-4 Family Rider Planned Unit Development Rider

Other(s) (specify)

Inter Vivos Revocable Trust as Borrower Ack.



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LOAN #: 599609476

IN WITNESS WHEREOF, you have hereunto set your hand and seal the day and year first above written.

Charles C Cole as Trustee 2-14-2022 (Seal)
CHARLES C COLE, AS TRUSTEE OF THE CHARLES C. COLE LIVING TRUST DATE
UNDER TRUST INSTRUMENT DATED 9/6/2022

Debra E Cole as Trustee 2-14-2022 (Seal)
DEBRA E COLE, AS TRUSTEE OF THE DEBRA E. COLE LIVING TRUST UNDER DATE
TRUST INSTRUMENT DATED 9/6/2022

State of Indiana
County of Lake



This record was acknowledged before me on this 14th day of FEBRUARY, 2024 by CHARLES C COLE AS TRUSTEE AND DEBRA E COLE, AS TRUSTEE.

My commission expires: January 28 2032
Commissioned in Lake county. Notary Public Signature Tracy Pofko

Lender: First Financial Bank
NMLS ID: 619717
Loan Originator: Adam Lueder
NMLS ID: 1852946



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LOAN #: 599609476

Property of Lake County Recorder

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

Amber Babyak
AMBER BABYAK

THIS DOCUMENT WAS PREPARED BY:
AMBER BABYAK
FIRST FINANCIAL BANK
225 PICTORIA DR STE 700
CINCINNATI, OH 45246
513-346-7856

IN - MORTGAGE - Single Family - HELOC
ICE Mortgage Technology, Inc.

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Initials: _____
L111463631NUHLCDE 0423
L11146363GHLCDE (CLS)
02/06/2024 10:05 AM PST



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LOAN #: 599609476

INTER VIVOS REVOCABLE TRUST AS BORROWER-ACKNOWLEDGMENT

BY SIGNING BELOW, the undersigned, Settlor(s)/Grantor(s)/Trustor(s) of
THE CHARLES C. COLE LIVING TRUST

under trust instrument dated 9/6/2022

acknowledges all of the terms and covenants contained in this Security Instrument and
any rider(s) thereto and agrees to be bound thereby.

Charles C Cole 2-14-2024
CHARLES C COLE DATE

ICE Mortgage Technology, Inc.

GIVACK 0915
GIVACJ (CLS)
02/08/2024 10:05 AM PST



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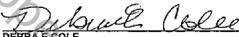
LOAN #: 599609476

INTER VIVOS REVOCABLE TRUST AS BORROWER-ACKNOWLEDGMENT

BY SIGNING BELOW, the undersigned, Settlor(s)/Grantor(s)/Trustor(s) of
THE DEBRA E. COLE LIVING TRUST

under trust instrument dated 9/6/2022

acknowledges all of the terms and covenants contained in this Security Instrument and
any rider(s) thereto and agrees to be bound thereby.


DEBRA E COLE


DATE

ICE Mortgage Technology, Inc.

GIVACK 0915
GIVACJ (CLS)
02/08/2024 10:05 AM PST



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EXHIBIT A

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

PARCEL 1

PART OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 16, TOWNSHIP 33 NORTH, RANGE 9 WEST OF THE 2ND PRINCIPAL MERIDIAN IN LAKE COUNTY, INDIANA, DESCRIBED AS: BEGINNING AT A POINT 600 FEET EAST OF THE SOUTHWEST CORNER THEREOF; THENCE NORTH PARALLEL WITH THE WEST LINE OF SAID SOUTHEAST 1/4 OF THE SOUTHWEST 1/4, 314.5 FEET; THENCE EAST PARALLEL WITH THE SOUTH LINE OF SAID SOUTHEAST 1/4 OF THE SOUTHWEST 1/4, 142 FEET; THENCE SOUTH PARALLEL WITH THE WEST LINE OF SAID SOUTHEAST 1/4 OF THE SOUTHWEST 1/4, 314.5 FEET; THENCE WEST ALONG THE SOUTH LINE OF SAID SOUTHEAST 1/4 OF THE SOUTHWEST 1/4, 142 FEET TO THE POINT OF BEGINNING.

PARCEL 2

PART OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 16, TOWNSHIP 33 NORTH, RANGE 9 WEST OF THE 2ND PRINCIPAL MERIDIAN IN LAKE COUNTY, INDIANA, DESCRIBED AS: BEGINNING AT A POINT 742 FEET EAST OF THE SOUTHWEST CORNER THEREOF; THENCE NORTH PARALLEL WITH THE WEST LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER, 314.5 FEET; THENCE EAST PARALLEL WITH THE SOUTH LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER, 97.53 FEET; THENCE SOUTH PARALLEL WITH THE WEST LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER, 314.5 FEET; THENCE WEST ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER, 97.53 FEET TO THE POINT OF BEGINNING.

THIS BEING THE SAME PROPERTY CONVEYED TO AN UNDIVIDED ONE-HALF INTEREST TO CHARLES C. COLE AND DEBRA E. COLE, TRUSTEES, OR THEIR SUCCESSORS IN TRUST, UNDER THE

NOT AN OFFICIAL DOCUMENT

CHARLES C. COLE LIVING TRUST DATED SEPTEMBER 6, 2022, AND ANY AMENDMENTS THERETO AND AN UNDIVIDED ONBHALF INTEREST TO DEBRA E. COLE AND CHARLES C. COLE, TRUSTEES, OR THEIR SUCCESSORS IN TRUST, UNDER THE DEBRA E. COLE LIVING TRUST DATED SEPTEMBER 6, 2022, AND ANY AMENDMENTS THERETO, DATED 09/06/2022 AND RECORDED ON 11/27/2023 IN INSTRUMENT NO. 2023-031875, IN THE LAKE COUNTY RECORDERS OFFICE.

PARCEL NO. 45-19-16-300-009.000-037 AND
45-19-16-300-011.000-037

8037766

Address: 10606 W 173RD AVE, LOWELL, IN

County of Lake County Recorder