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When Recorded Return To:

First American Title Insurance Co.

3 First American Way

Santa Ana, CA 92707

Attn: Loan Modification Dept.

E:

APPENDIX III



Prepared by: Shahrese Robinson

Atlantic Mortgage & Investment

7159 Corklan Dr.

Jacksonville, FL 32258

Attn Loss Mitigation

SUBORDINATE MORTGAGE FORM

FHA Case No. 151-5597045

Amic Loan No. 1194355

9/14/28

SUBORDINATE MORTGAGE

THIS SUBORDINATE MORTGAGE ("Security Instrument") is given on November 09, 2001 The Mortgagor is Elbert Topps Jr. Whose address is 760 W 70th Ave Merrillville, In 46410. This Security Instrument is given to the Secretary of Housing and Urban Development, and whose address is 451 SEVENTH ST. SW, WASHINGTON DC 20410 ("Lender"). Borrower owes Lender the principal sum FOUR THOUSAND SIXTYSIX DOLLARS AND NINTYFIVE (U.S \$4,066.95). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for the full debt, if not paid earlier, due and payable January 2029. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, and all renewals, extensions and modification of the Note; (b) the payment of all the sums, with interest, advanced under Paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, warrant, grant and convey to lender, with power of sale the following property located in Lake County IN

See Attached.

Which has the address of 760 W 70th Ave Merrillville, IN 46410 ("Property Address")

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

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

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

Borrower and Lender covenant agree as follows:

UNIFORM COVENANTS.

1. Payment of Principal. Borrower shall pay when due the principal of the debt evidenced by the Note.

2. Borrower Not Release; Forbearance By Lender Not a Waiver. Extension of the time of payment of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successor in interest. Lender shall not be required to commence proceedings against any successor in interest or 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 Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any rights or remedy.

3. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of the Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower. Borrower's covenants and agreements shall be jointed and several. Any Borrower who co-sign this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant, and convey that Borrower's interest in the Property under the terms of the Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to term of this Security Instrument or the Note without that Borrower's consent.

4. Notices. Any notices to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to: **Department of Housing and Urban Development, Attention: Single Family Notes Branch, 451 Seventh Street, SW, Washington, DC 10410** or any address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

5. Governing Law; Severability. This Security Instrument shall be governed by Federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of the Security Instrument and the Note are declared to severable.

6. Borrower's Copy. Borrower shall be give one conformed copy of the Note and of this Security Instrument.

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

7. Acceleration; Remedies.

If the Lender's interest in this Security Instruments is held by the Secretary and the Secretary requires immediate payment in full under Paragraph 7 of the Subordinates Note, the Secretary may invoke the nonjudicial power of sale provided in the Single Family Mortgage Foreclosure Act of 1994 ("Act") (12 U.S.C. 3751 et seq.) by requesting a foreclosure commissioner designated under the Act to commence foreclosure and to sell the Property as provided in the Act. Nothing in the preceding sentence shall deprive the Secretary of rights otherwise available to a Lender under this paragraph or applicable law.

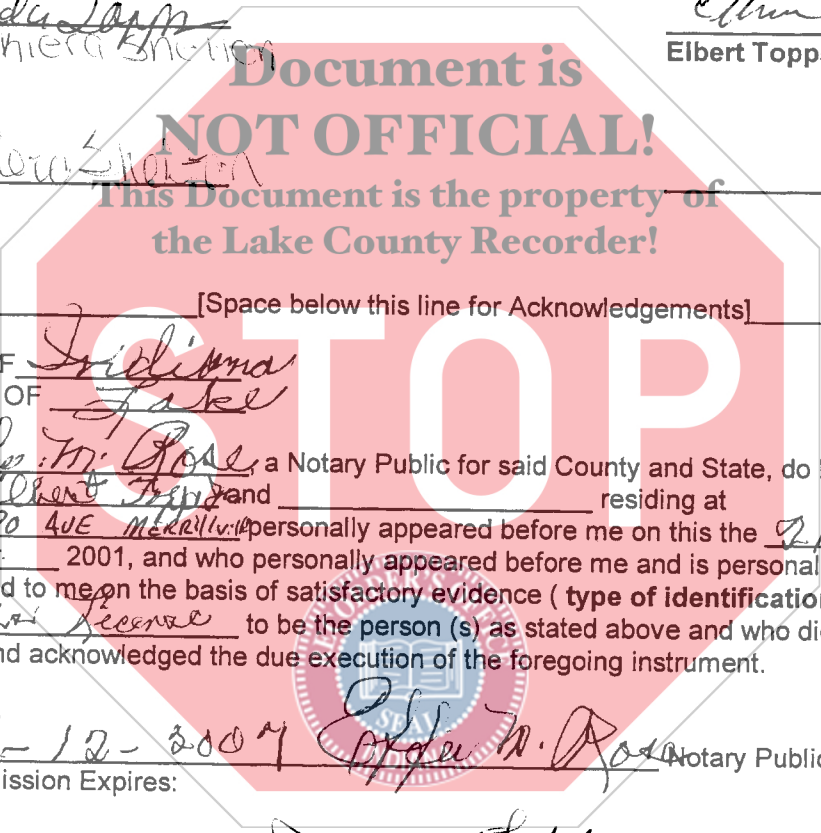
BY SIGNING BELOW. Borrower accepts and agrees to the terms contained in the Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witnesses: Linda Topps

Sign Linda Topps
Witness hierazhation
Print:

Elbert Topps Jr.
Elbert Topps Jr.

Sign Kiora Sherton
Witness
Print:



[Space below this line for Acknowledgements]

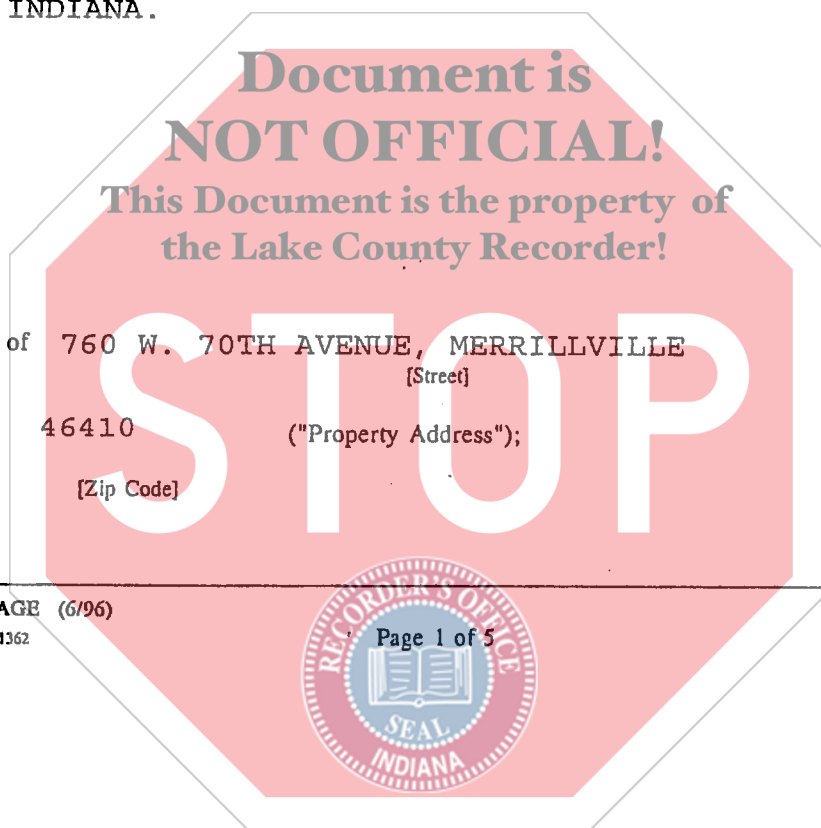
STATE OF Indiana
COUNTY OF Lake

I, Elbert M. Rose, a Notary Public for said County and State, do hereby certify that Elbert Topps Jr. and hierazhation residing at 760 W 70 AVE MERRILLV. IN personally appeared before me on this the 21 day of Nov 2001, and who personally appeared before me and is personally known to me or provided to me on the basis of satisfactory evidence (**type of identification produced**) Indiana License to be the person (s) as stated above and who did/did not take an oath and acknowledged the due execution of the foregoing instrument.

8-12-2004 Elbert M. Rose Notary Public Signature
My Commission Expires:

My Notary stamp was issued in Indiana Lake County of residence. (To be completed by Indiana Notaries only)

LAKE County, Indiana:
LOT 391 IN TURKEY CREEK MEADOWS, UNIT NO. 6, AS PER PLAT THEREOF,
RECORDED IN PLAT BOOK 34 PAGE 100, IN THE OFFICE OF THE RECORDER OF
LAKE COUNTY, INDIANA.



which has the address of 760 W. 70TH AVENUE, MERRILLVILLE [City]
[Street]
Indiana 46410 ("Property Address");
[Zip Code]

INDIANA-FHA MORTGAGE (6/96)
Document Systems, Inc. (800) 649-1362

