

2003 107184

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
2003 OCT -7 AM 10:30
MORTGAGE UNIT 1A
RECORDS

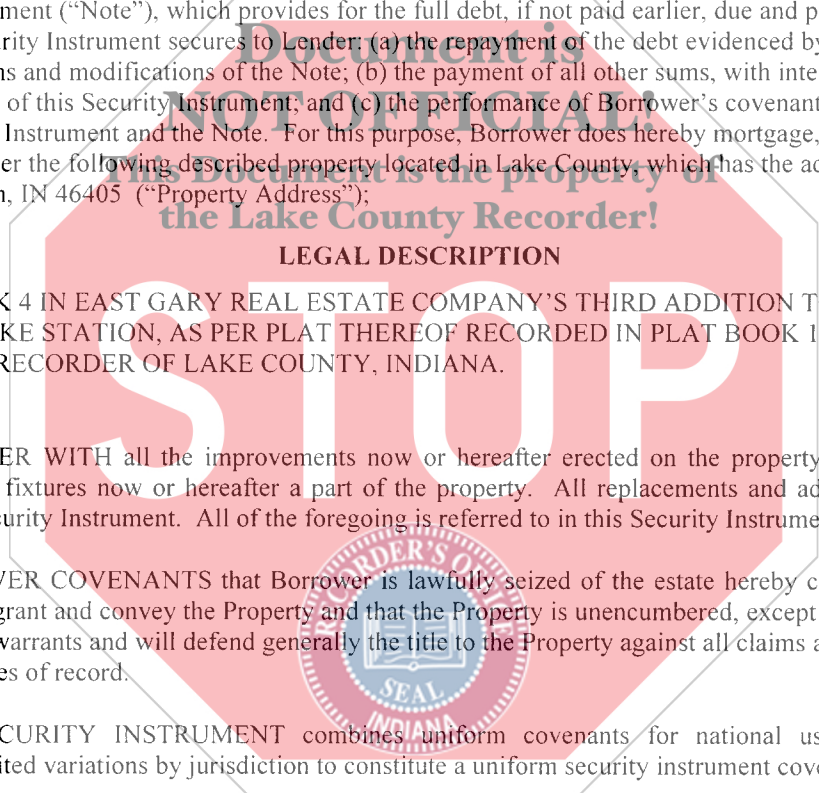
[Space Above This Line For Recording Data]

Loan #: 000-119927-5

SUBORDINATE MORTGAGE

FHA CASE No.
151-5657943

THIS SUBORDINATE MORTGAGE ("Security Instrument") is given on September 5, 2003 and subordinates the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), dated January 29, 1999 in the amount of \$46,012.00 and recorded in Document #99009657, of the Records of Lake County and (2) the Note bearing the same date as, and secured by, the Security Instrument. The Mortgagor is Joseph S Gutierrez, whose address is 2255 Union Street, Lake Station, IN 46405 ("Borrower"). This security Instrument is given to the Secretary of Housing and Urban Development and its successors and assigns, whose address is 451 Seventh Street, SW, Washington, DC 20410 ("Lender"). Borrower owes Lender the principal sum of Two Thousand Eighty One Dollars and Thirty Four Cents (U.S. \$2,081.34). 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 on February 1, 2029. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced 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 the Lender the following described property located in Lake County, which has the address of 2255 Union Street, Lake Station, IN 46405 ("Property Address");



LEGAL DESCRIPTION

LOT 14 IN BLOCK 4 IN EAST GARY REAL ESTATE COMPANY'S THIRD ADDITION TO EAST GARY IN THE CITY OF LAKE STATION, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 10 PAGE 9, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

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 and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

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

Borrower and Lender covenant and agree as follows:

UNIFORM COVENANTS.

#270313

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

→
18.00
LP

24830

2. **Borrower Not Released; 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 right or remedy.

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

4. **Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address 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 20410** 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 this Security Instrument and the Note are declared to be severable.

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

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

7. **Acceleration; Remedies,** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument. The notice shall specify: (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 Borrower, 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 Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration foreclosure. If the default is not cured on or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph, including, but not limited to, reasonable attorney's fees and costs of title evidence.

If the Lender's interest in this Security Instrument is held by the Secretary and Secretary requires immediate payment in full under Paragraph 7 of the Subordinate 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 any rights otherwise available to a Lender under this paragraph or applicable law.

8. **Release.** Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

9. **Attorneys' Fees.** As used in this Security Instrument and the Note, "attorneys' fees" shall include any attorney's fees awarded by an appellate court.

Prepared By:
ABN AMRO Mortgage Group
Attn: Karlynn Pulawski
2600 West Big Beaver Road
Troy, MI 48007-3703



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

[Signature]
Witness

[Signature] (Seal)
JOSEPH S GUTIERREZ-Borrower

Leslie Gutierrez
Witness Please Print Name

[Signature]
Witness

Michelle M. Villarreal
Witness Please Print Name

STATE OF Indiana, County ss. Lake

I hereby Certify, That on this 5 day of Sept 2003, before me, the subscriber, a Notary Public of the State of Indiana, in and for the County of Lake, personally appeared

Joseph S. Gutierrez (15)

Known to me or satisfactorily proven to be the person(s) whose name(s) Joseph S. Gutierrez subscribed to the within instrument and acknowledge that Joseph S. Gutierrez executed the same for the purposes therein contained.

AS WITNESS: my hand and notarial seal.

My Commission Expires:

16, 2007

[Signature]
Notary Public

