

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

Return to:  
Webster Bank, N.A.  
609 West Johnson Ave.  
Cheshire, CT 06410 CH450

2005 006684

2005 JAN 28 AM 9:22

FHA Case No. 151-6891012  
MICHAEL A. JEGAN  
RECORDER

## SUBORDINATE NOTE

Date: 1/1/05

Borrower: Wayne Mleczko

Address: 15810 Sherman Street, Lowell, IN 46356

SUB MTG # 2005-006684

### 1. PARTIES

"Borrower" means each person signing at the end of this Note, and each person's successor and assigns. "Secretary" or "Lender" means the Secretary of Housing and Urban Development and its successors and assigns.

### 2. BORROWER'S PROMISE TO PAY

In return for a loan received from Lender, Borrower promises to pay the principle sum of \$4,648.00, to the Lender.

### 3. PROMISE TO PAY SECURED

Borrowers promise to pay is secured by a mortgage, deed of trust or similar security instrument that is dated the same date as this Note and call the "Security Instrument." The Security Instrument protects the lender from losses which might result if borrower defaults under this Note.

### 4. MANNER OF PAYMENT

#### (A) TIME

On 11/1/32 or, if earlier, when the first of the following events occurs:

- (i) Borrower has paid in full all amounts due under the primary Note and related mortgage, deed of trust or similar Security Instruments insured by the Secretary or
- (ii) The maturity date of the primary Note has been accelerated, or
- (iii) The note and related mortgage, deed of trust or similar Security Instrument are no longer insured by the Secretary, or
- (iv) The property is not occupied by the purchaser as his or her principle residence.

CR# 1630895  
13.00  
Km

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**(B) PLACE**

Payment shall be made at the **Office of Housing FHA-Comptroller, Director of Mortgage Insurance Accounting and Servicing, 451 Seventh Street, SW, Washington, DC 20410** or any such other place as Lender may designate in writing by notice to Borrower.

**5. BORROWER RIGHT TO PREPAY**

Borrower has the right to pay the debt as evidenced by this Note, in whole or in part, without charge or penalty. If Borrower makes a partial payment there will be no changes in the due date or in the amount of the monthly payment unless Lender agrees in writing to those changes.

**6. WAIVERS**

Borrower and other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require Lender to demand payment of amounts due. "Notice of Dishonor" means the right to require Lender to give notice to other persons that amounts due have not been paid.

**7. OBLIGATIONS OF PERSONS UNDER THIS NOTE**

If more than one person signs this Note, each person is fully and personally obligated to keep all the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all the promises made on this Note. Lender may enforce its rights under this Note against each person individually or against all signatories together. Any one person signing this Note may be required to pay all of the amounts owed under this Note.

**BY SIGNING BELOW**, borrower accepts and agrees to the terms and covenants contained in this Note.



*Teresa Osbrink*  
1-12-05

*Wayne J. [Signature]*  
Borrower

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Borrower