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STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2005 007248

2005 JAN 31 AM 10:54

MICHAEL A. BROWN  
RECORDER

Return to:  
~~Summit Financial LLC~~  
~~555 HERNDON PARKWAY, SUITE 200~~  
~~Herndon, VA 20170-5291~~

TSS, LLC  
P.O. BOX 10550  
McLean, VA 22102-8550  
1-800-480-7161

**MORTGAGE**

MIN.: 100292000106686848

THIS MORTGAGE is made this 24th day of December, 2004, between the Mortgagor, MARYANN CLAY (herein "Borrower"), and the Mortgagee, Summit Financial, LLC, a Virginia Corporation, a corporation organized and existing under the laws of Virginia, whose address is 555 HERNDON PARKWAY, SUITE 200, Herndon, VA 20170-5291 (herein "Lender"), and Mortgage Electronic Registration Systems, Inc. (herein "MERS"), a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the mortgagee under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$ 23,500.00, which indebtedness is evidenced by Borrower's note dated December 24, 2004 and extensions and renewals thereof (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on December 31, 2024.

The mortgagee of this Security Instrument is MERS (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS. TO SECURE to Lender the repayment of the indebtedness evidenced by the Note, with interest thereon; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage; and the performance of the covenants and agreements of Borrower herein contained, Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of Lake, State of Indiana:

Parcel ID No.: 25-44-0165-0004

which has the address of 723 HAYES STREET, GARY, IN 46404

["Property Address"]

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents, all of which shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a

Initials: ME

INDIANA — Second Mortgage — 1/80 — FNMA/FHLMC UNIFORM INSTRUMENT  
Delphi Discovery ® MERS2IN.0701

MERS Modified Form 3815

Page 1 of 7



#53061  
#1739  
26-  
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NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

**17. Acceleration; Remedies.** Except as provided in paragraph 16 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall give notice to Borrower as provided in paragraph 12 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 10 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, 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 nonexistence of a default or any other defense of Borrower to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice, Lender, at Lender's 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. Lender shall be entitled to collect in such proceedings all expenses of foreclosure, including, but not limited to, reasonable attorneys' fees, and costs of documentary evidence, abstracts and title reports.

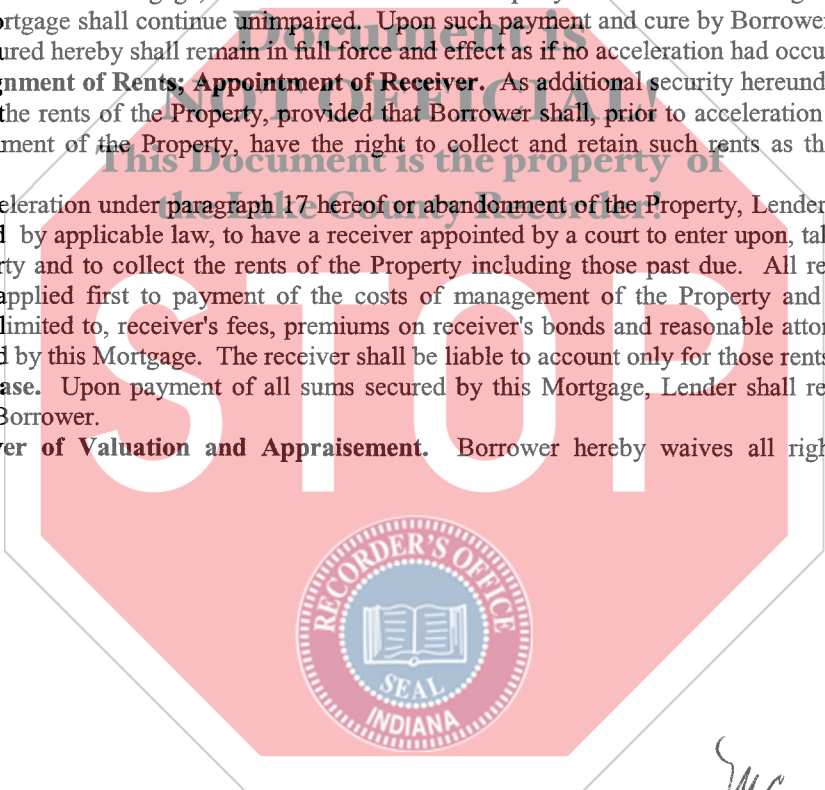
**18. Borrower's Right to Reinstate.** Notwithstanding Lender's acceleration of the sums secured by this Mortgage due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage, and in enforcing Lender's remedies as provided in paragraph 17 hereof, including, but not limited to, reasonable attorneys' fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

**19. Assignment of Rents; Appointment of Receiver.** As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 17 hereof or abandonment of the Property, Lender shall be entitled, to the extent provided by applicable law, to have a receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Mortgage. The receiver shall be liable to account only for those rents actually received.

**20. Release.** Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower.

**21. Waiver of Valuation and Appraisal.** Borrower hereby waives all right of valuation and appraisal.



Initials SMC



**REQUEST FOR NOTICE OF DEFAULT  
AND FORECLOSURE UNDER SUPERIOR  
MORTGAGES OR DEEDS OF TRUST**

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgage to give Notice to Lender, at Lender's address set forth on page one of this Mortgage, of any default under the superior encumbrance and of any sale or other foreclosure action.

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

Maryann Clay (Seal) \_\_\_\_\_ (Seal)  
MARYANN CLAY -Borrower -Borrower

\_\_\_\_\_ (Seal) \_\_\_\_\_ (Seal)  
-Borrower -Borrower

\_\_\_\_\_ (Seal) \_\_\_\_\_ (Seal)  
-Borrower -Borrower

\_\_\_\_\_ (Seal) \_\_\_\_\_ (Seal)  
-Borrower -Borrower



[Sign Original Only]

Initials: MC



STATE OF INDIANA,

County ss: LAKE

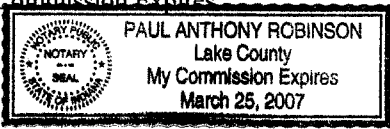
On this 28<sup>th</sup> day of December, 2004 before me, the undersigned, a Notary Public in and for said County, personally appeared MARYANN CLAY

and acknowledged the execution of the foregoing instrument.

WITNESS my hand and official seal.

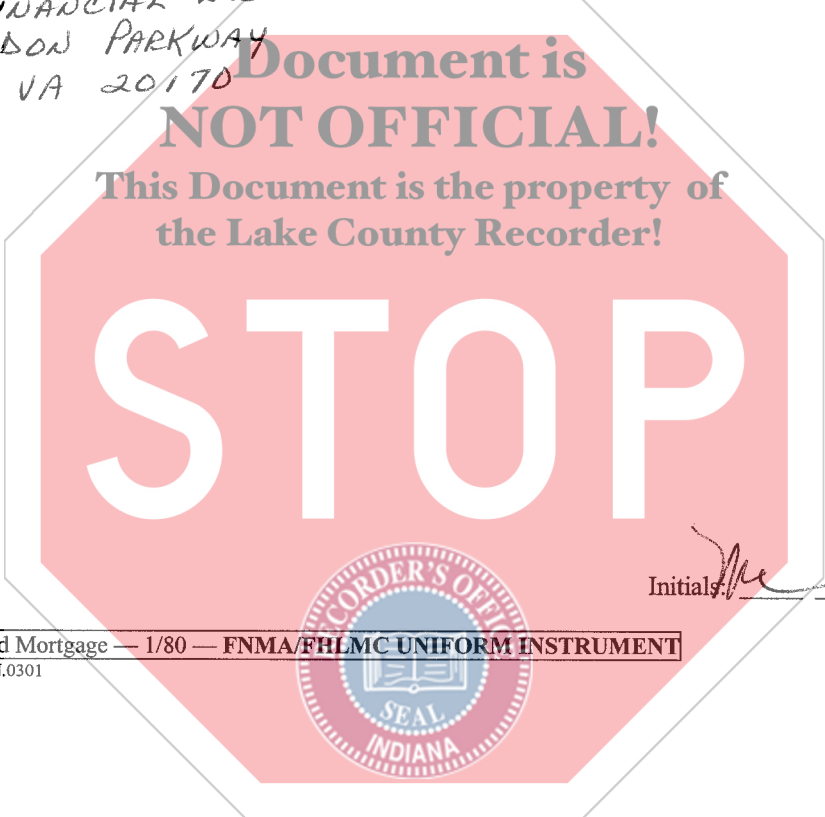
*Paul Anthony Robinson*  
Notary Public PAUL ANTHONY ROBINSON  
Resident of LAKE County

My Commission Expires:



This instrument was prepared by:

LANCE MONTEIRO  
SUMMIT FINANCIAL LLC  
355 HERNDON PARKWAY  
HERNDON, VA 20170



Initials: *me*

**SCHEDULE "A"**

LOT 4 IN BLOCK 11 IN GARY LAND COMPANY'S FOURTH SUBDIVISION, IN THE CITY OF GARY, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 14 PAGE 1, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

BEING THE SAME PROPERTY CONVEYED TO MARYANN CLAY BY DEED FROM MANUEL LOPEZ, JR. AND ROSE LOPEZ, HUSBAND AND WIFE RECORDED 11/21/1973 IN DOCUMENT NO. 230204, IN THE RECORDER'S OFFICE OF LAKE COUNTY, INDIANA.

TAX ID# 25-44-0165-0004

