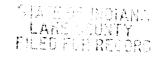


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MICHAEL A. BROWN RECORDER

After Recording Return To:

MSV

210 E. Redwood Street Baltimore, Maryland 21202 Prepared By:

Benny A DuRant 210 E. Redwood Street Baltimore, Maryland 21202

[Space Above This Line For Recording Data]

Tax ID / Parcel Number: 26-34-55-10

Loan No.: a2004048288 FHA Case No.: 703-1518225821

## SUBORDINATE MORTGAGE

THIS SUBORDINATE MORTGAGE ("Security Instrument") is given on March 31, 2008. The mortgagor is Shannon Y. Morris, a single woman,

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

Borrower owes Lender the principal sum of Four Thousand Four Hundred Forty Seven and 08/100 Dollars (U.S. \$ \$4,447.08). 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 March 01, 2037. 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, Indiana:

INDIANA SUBORDINATE MORTGAGE

PAGE 1 OF 5

#### SEE EXHIBIT 'A' ATTACHED HERETO AND MADE A PART HEREOF.

Tax ID / Parcel Number: 26-34-55-10

which has the address of 6819 Carolina Avenue, Hammond, IN 46323.

#### ("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 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.

- Payment of Principal, Borrower shall pay when due the principal of the debt evidenced by the Note.
   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'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.
- 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 that 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 histrument or the Note without that Borrower's consent.

INDIANA SUBORDINATE MORTGAGE

a2004048288

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- 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 previsions 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.

# NON-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 sum 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 and 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 pursing the remedies provided in this paragraph 7 including, but not limited to, reasonable autorneys fees and costs of title evidence.

If the Lender's interest in this Security Instrument is held by the Secretary and the Secretary requires immediate

If the Lender's interest in this Security Instrument is held by the Secretary and the Secretary requires immediate payment in full under Paragraph 7 of the Subordinate Note, the Secretary may invoke the nonjudicial power of safe 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.



PAGE 3 OF 5

- 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. 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.
  - 9. Waiver of Valuation and Appraisement. Borrower waives all right of valuation and appraisement.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument.

Shannon Y. Morris	-Borrower		(Seal -Borrowei	-
			-13(11()((C)	
	(Seal		(Seal	
	-Borrower		-Borrower	•
	[Space Below T	his Line For Acknowledgment]		
State of Mana ) County of Lake )	NO	Document is		
The foregoing instriby Shannon Y. Morris , a s	ument was acknowledingle woman the La	lged before me this A A A A A A A A A A A A A A A A A A A	A Jean 2008	•
(Notary Seal is Required)	S	Amag Mon Notary Signature  Work Mark  Print Name  Notary Public, State	uskouć uskouć pliang	
		My Commission Expires:	12-508 Lake	
INDIANA SUBORDINATI	EMORTGAGE	a2004048288		PAGE 4 OF 5

This Instrument Was Prepared By: Mortgage Source Ventures 210 E. Redwood Street Suite 600 Baltimore, MD 21202

I affirm, under penalties for perjury, that I have taken reasonable care to redact each social security—number in this document, unless required by law.

Benny A DuRant



PAGE 5 OF 5

Loan No.: a2004048288

# **EXHIBIT "A"**

The following described property is located in the County of Lake, State of Indiana, to-wit:

The South 50 feet of Lot 6 in Block 5 in Hartman's Gardens 2nd Addition, in the City of Hammond, as per plat thereof, recorded in Plat Book 16, page 9, in the Office of the Recorder of Lake County, Indiana.

Subject to:

1) Taxes

2) Easements and restrictions of record

3) All legal highways and rights-of-way

4) Ditches and drains and rights therein

5) Zoning ordinances

This Document is the property of

Being the same property conveyed to Janice M. Szumanski and Robert R.y Recorder!
Szumanski, Jr. as Joint tenants with full rights of survivorship from Harry T.
Lloyd, as Executor of the Estate of John H. Lloyd, deceased, which estate is under the supervision of the Superior court of Proter County, Indiana under Estate No. 64D01-306-ES-5202 by dead dated July 24th, 2003 of record in Instrument No. 2003 081351, in the records for Lake County, IN.

Being further conveyed to Shannon Y Morris from Janice M. Szumanski and Robert R. Szumanski, Jr., both unmarried by Warranty Deed dated February 5, , recorder's office for Lake 2007, of record in

County, Indiane.