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2009 020682

STATE OF INDIANA
LAKE COUNTY
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MICHAEL A. BROWN
RECORDER

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FHA Case No.

1518161472703

DOC ID #0651427181467105B

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LP MORTGAGE

THIS MORTGAGE ("Security Instrument"), is given 2/14/2009. The Mortgagor(s) are DAVID A VENZKE & MARCIA J VENZKE, whose address is 6001 Cleveland Cir, Merrillville, IN 46410 ("Borrower"). This Security Instrument is given to the Secretary of Housing and Urban Development, and whose address is Department of Housing and Urban Development, Attention: Morris-Griffin/First Madison Services, Inc. 4111 S. Darlington, Suite 300, Tulsa, OK 74135 ("Lender"). Borrower owes Lender the principal sum of \$15,911.26. 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 10/1/2036. 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 under Paragraph 2 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, with power of sale, the following described property located in LAKE County, State of Indiana: 6001 Cleveland Cir, Merrillville, IN 46410 ("Property Address") more particularly described as set forth AS FOLLOWS :

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 or 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.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. PAYMENT OF PRINCIPAL. Borrower shall pay when due the principal of the debt evidenced by the Note, together with

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INDIANA - SUBORDINATE MORTGAGE - 10/97 - HUD INSTRUMENT

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interest or other charges as provided in the Note and the Security Instrument.

2. **LENDER'S RIGHT TO TAKE ACTION TO PROTECT THE PROPERTY.** If (A) Borrower does not keep all promises and agreements made in this Security Instrument, or (B) someone, including Borrower, begins a legal proceeding that may significantly affect Lender's rights in the Property (such as, for example, a legal proceeding in bankruptcy, in probate, for condemnation, or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions under this Paragraph 2 may include, for example, appearing in court, paying reasonable attorneys' fees, and entering on the Property to make repairs. Lender must give Borrower notice before Lender may take any of these actions.

Borrower will pay to Lender any amounts, with interest, which Lender spends under this Paragraph 2. This Security Instrument will protect Lender in case Borrower does not keep this promise to pay those amounts with interest.

Borrower will pay those amounts to Lender when Lender sends Borrower a notice requesting that Borrower do so. Borrower will also pay interest on those amounts at the same rate stated in the Note. Interest on each amount will begin on the date that the amount is spent by Lender. However, Lender and Borrower may agree in writing to terms of payment that are different from those in this paragraph.

Although Lender may take action under this Paragraph 2, Lender does not have to do so.

3. **BORROWER NOT RELEASED; FORBEARANCES 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.

4. **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 consigning 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 Instrument or the Note without that Borrower's consent.

5. **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: Morris-Griffin/First Madison Services, Inc. 4111 S. Darlington, Suite 300, Tulsa, OK 74135** 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.

6. **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.

7. **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:

8. **ACCELERATION; REMEDIES.** If Borrower fails to keep any promise or agreement made in this Security Instrument, including the promise to pay, when due, the amount owed under the Note and this Security Instrument, Lender, prior to acceleration, shall give notice to Borrower as provided in paragraph 5 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)

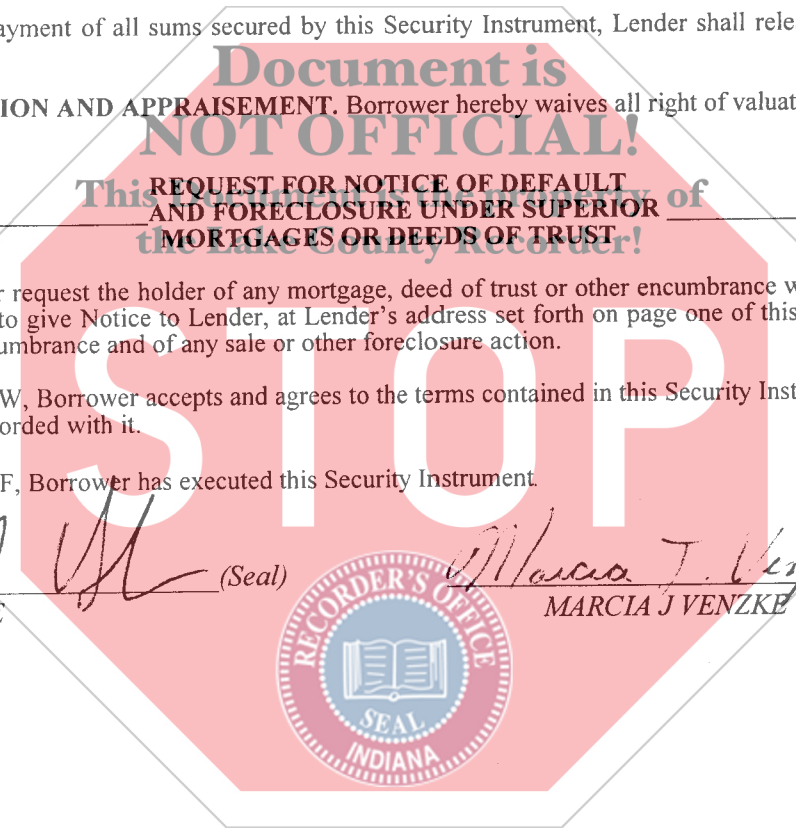
that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the 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 Security Instrument to be immediately due and payable without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including but not limited to, reasonable attorney's fees, and costs of documentary evidence, abstracts and title reports.

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

9. BORROWER'S RIGHT TO REINSTATE. Borrower has a right to be reinstated if Lender has required immediate payment in full because of Borrower's failure to keep any promise or agreement made in this Security Instrument, including the promise to pay, when due, the amounts due under the Note and this Security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a lump sum all amounts required to bring Borrower's account current including, to the extent they are obligations of Borrower under this Security Instrument, foreclosure costs and reasonable and customary attorneys' fees and expenses properly associated with the foreclosure proceeding. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if the Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument.

10. RELEASE. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower.

11. WAIVER OF VALUATION AND APPRAISEMENT. Borrower hereby waives all right of valuation and appraisal.



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

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

IN WITNESS WHEREOF, Borrower has executed this Security Instrument

DAVID A VENZKE (Seal)
DAVID A VENZKE

MARCIA J VENZKE (Seal)
MARCIA J VENZKE

STATE OF INDIANA

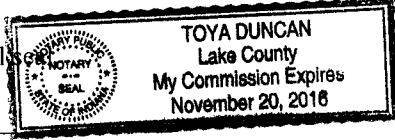
County ss: LAKE

On this 3rd day of MARCH, 2009, before me, the undersigned, a Notary Public in and for said County, personally appeared

VENZKE, DAVID + MARCIA J. VENZKE

instrument, and acknowledged the execution of the foregoing

WITNESS my hand and official



Toya Duncan

My Commission expires:

11-20-2016

Notary Public

This instrument was prepared by:

Sandra McKinney,

TOYA DUNCAN

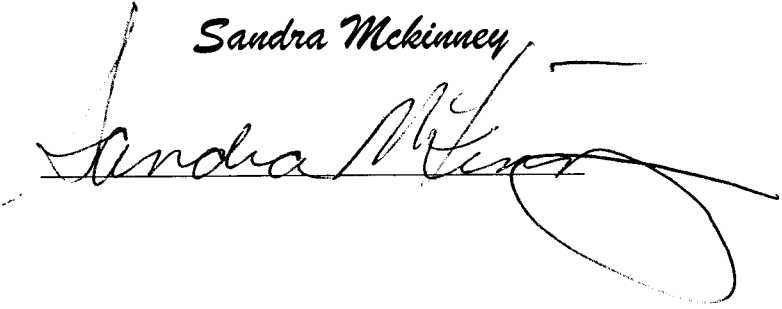
Print or Type Name

(Space Below This Line Reserved For Lender and Recorder)



This is certify that this document was prepared by Countrywide Home Loans,
One of the parties to the instrument.

Sandra McKinney



Sandra McKinney
Partial Claims Team - Richardson
2270 Lakeside Boulevard
Richardson, TX 75082
866-538-7052

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NOT OFFICIAL!**

**This Document is the property of
the Lake County Recorder!**

I affirm, under the penalties for perjury,
That I have taken reasonable care to redact
each Social Security number in this document
unless required by law.



Vivian England

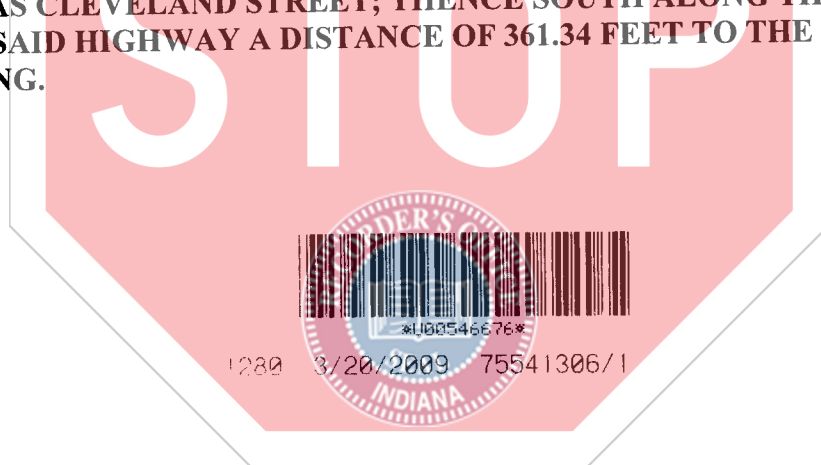


Exhibit 'A'

Landsafe File No.: 08-6-340281D

APN Number: 45-12-05-456-001.000-030

Legal Description: ONE ACRE IN AREA OFF OF THE NORTH END OF THE FOLLOWING DESCRIBED TWO ACRE PARCEL OF REAL ESTATE TO-WIT: THE NORTH TWO ACRES OF THAT PART OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 35 NORTH, RANGE 8 WEST OF THE SECOND P.M. LYING EAST OF THE SOUTHEASTERLY RIGHT OF WAY OF THE NEW S.A.R. #53 ROAD AND WEST OF THE WEST RIGHT OF WAY OF OLD HIGHWAY ON CLEVELAND STREET AND SOUTH OF S.A.R. #53 AT THE JUNCTION OF SAID HIGHWAY DESCRIBED AS FOLLOWS: COMMENCING AT A POINT 20 FEET WEST OF THE EAST LINE OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 5 AND 348.98 FEET NORTH OF THE SOUTH LINE OF SAID WEST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 5, THENCE WEST ALONG A LINE PARALLEL TO THE SOUTH LINE OF SAID WEST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 5, A DISTANCE OF 391.83 FEET TO THE EAST LINE OF SAID S.A.R. HIGHWAY #53 THENCE NORTHEASTERLY ALONG SAID HIGHWAY ON A CURVE CONCAVE TO THE WEST WITH A RADIUS OF 1472.7 FEET A DISTANCE OF 458.6 FEET; THENCE EAST 119.5 FEET TO THE WEST LINE OF PUBLIC HIGHWAY KNOWN AS CLEVELAND STREET; THENCE SOUTH ALONG THE WEST LINE OF SAID HIGHWAY A DISTANCE OF 361.34 FEET TO THE PLACE OF BEGINNING.





OFFICE OF THE LAKE COUNTY RECORDER

LAKE COUNTY GOVERNMENT CENTER
2293 NORTH MAIN STREET
CROWN POINT, INDIANA 46307

MICHAEL A. BROWN
Recorder

PHONE (219) 755-3730
FAX (219) 755-3257

MEMORANDUM

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It may not meet with State of Indiana Recordation requirements.**

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 9. CUSTOMER INSISTING DOCUMENT TO BE RECORDED _____
 10. DOCUMENT RECORDED AS IS, MAY NOT MEET STATE REQUIREMENTS. _____

CUSTOMER INITIALS _____ DATE: ___/___/___

EMPLOYEE INITIALS BB DATE: 4/21/09