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Recording requested By:
GMAC Mortgage, LLC

2009 027978

INDIANA
LAKE COUNTY
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2009 APR 20 AM 8:38

When Recording Return To: PC REC

MICHAEL A. BROWN
RECORDER

First American Title Company
P.O. Box 27670 57106357
Santa Ana, CA 92799
Attn: Loss Mitigation Title Services

Loan Number: 0602075070

FHA Case No. 0945305837703

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SUBORDINATE MORTGAGE

THIS SUBORDINATE MORTGAGE ("Security Instrument") is given on April 7, 2009. The Mortgagor is/are JAMES WELLS And KATHLEEN WELLS, whose address is 1796 SAGO PALM STREET NE, PALM BAY, FL 32905 ("Borrower"). This Security is given to the Secretary of Housing and Urban Development, whose address is 451 Seventh Street, SW, Washington, DC 20410 ("Lender"). Borrower owes Lender the principal sum of Four Thousand Two Dollars And Eighty Two Cents (U.S. \$4,002.82). This debt is evidenced by Borrower's the same date as this Security Instrument ("Note"), which provides for the full debt, if not paid earlier, due and payable on May 1, 2033. This Security Instrument secures Lender: (a) the repayment of all 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 7 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, INDIANA:

See attached Legal Description

Which has the address of 2096 HIDDEN VALLEY DRIVE, CROWN POINT, IN 46307 ("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 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.

Borrower and Lender covenant agree as follows:

PREPARED BY: JAYLYNN KNEBEL
3451 HAMMOND AVE.
WATERLOO, IA 50702

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40186442
PB

UNIFORM COVENANTS.

1. Payment of Principal. Borrower shall pay when due the principal of the debt evidenced by the Note.
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 that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sum 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 of the Note without that Borrower's consent.
4. Notices. Any notices 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.

NON UNIFORM COVENANTS. Borrower and lender further covenant and agree as follows:

7. Acceleration; Remedies.

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.

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.

Witness
Signature [Signature]
Print Lisa K Turner

[Signature] (Seal)
JAMES WELLS
Borrower

Signature [Signature]
Print Michelle Brown

Witness
Signature [Signature]
Print Calvin Michaels

[Signature] (Seal)
KATHLEEN WELLS
Borrower

Signature [Signature]
Print Beatrice Wright

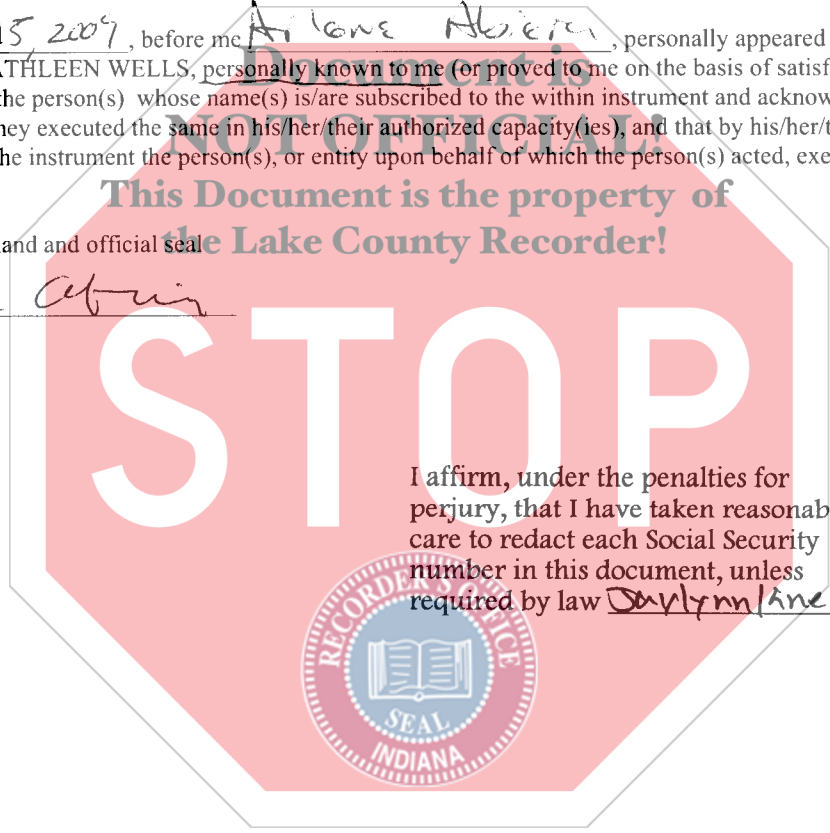
NOTARY PUBLIC-STATE OF FLORIDA
Arlene Abiera
Commission #DD818123
Expires: AUG. 27, 2012
BONDED THRU ATLANTIC BONDING CO., INC

State of Florida }
County of BREVARD } ss

On Apr. 15, 2009, before me Arlene Abiera, personally appeared JAMES WELLS and KATHLEEN WELLS, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or entity upon behalf of which the person(s) acted, executed the instrument.

This Document is the property of the Lake County Recorder!

WITNESS my hand and official seal
[Signature]



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 Darlyn Kanebel

Loan Number: 041070826222

Date: APRIL 29, 2008

Property Address: 1796 SAGO PALM STREET NE, PALM BAY, FLORIDA 32905

EXHIBIT "A"

LEGAL DESCRIPTION

Lot 38 , Block 3 , PALM BAY COLONY SECTION TWO , according to the map or plat thereof, as recorded in Plat Book 24 , Page 38 , of the Public Records of Brevard County, Florida.



A.P.N. # : 14 28 37 52 000030

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