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STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2012 057598

2012 AUG 24 AM 10:42

RECORDER

SPACE ABOVE FOR RECORDER USE

TAX ID: ~~45-25-31-478-010.000-004~~  
WHEN RECORDED MAIL TO:  
Bank of America, N A  
1001 Liberty Avenue, Suite 675  
Pittsburgh, PA ~~15222-1522-2~~

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.

PREPARED BY: NICK BAICH  
Bank of America, N.A., 1001 LIBERTY AVE STE 675  
PITTSBURGH, PA 15222

*Nick Baich*  
NICK BAICH

FHA/VA Case No. 1519432519703  
Doc ID 065227364497105B  
See Exhibit B for assignments of record if applicable  
328477-1300777

Document is  
NOT OFFICIAL!  
MORTGAGE

THIS MORTGAGE ("Security Instrument"), is given on July 3, 2012. The Mortgagor(s) are GLENDIA A BIGGS, whose address is 155 N HOWARD CT, GARY, IN 46403 ("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: C&L Service Corp./ Morris-Griffin Corp. 2488 E 81st Street, Suite 700, Tulsa, OK 74137 ("Lender"). Borrower owes Lender the principal sum of \$27,320.26. 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 July 1, 2042. 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 which has the address 155 N HOWARD CT, GARY, IN 46403 (See Exhibit A for Legal Description if applicable) ("Property Address") more particularly described as follows:



INDIANA - SUBORDINATE MORTGAGE - 10/97 - HUD INSTRUMENT

FHA- PARTIAL CLAIM

Page 1 of 6

AMOUNT \$ 26  
CASH CHARGE  
CHECK# 34723  
OVERAGE \_\_\_\_\_  
COPY \_\_\_\_\_  
NON-CONF \_\_\_\_\_  
DEPUTY 00

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

**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 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

**INDIANA - SUBORDINATE MORTGAGE - 10/97 - HUD INSTRUMENT**

FHA- PARTIAL CLAIM

Page 2 of 6

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: C&L Service Corp./Morris-Griffin Corp. 2488 E 81st Street, Suite 700, Tulsa, OK 74137** 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.

**INDIANA - SUBORDINATE MORTGAGE - 10/97 - HUD INSTRUMENT**

FHA- PARTIAL CLAIM

Page 3 of 6

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 under 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 proceedings, 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 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, court costs, 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.



INDIANA - SUBORDINATE MORTGAGE - 10/97 - HUD INSTRUMENT

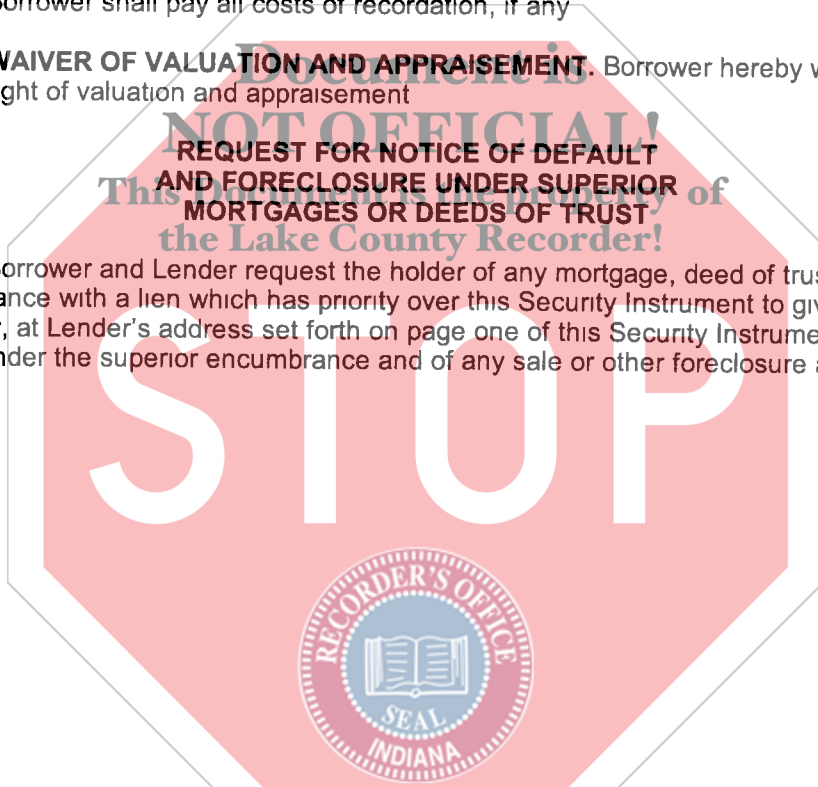
FHA- PARTIAL CLAIM

Page 4 of 6

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. Borrower shall pay all costs of recordation, if any.
11. **WAIVER OF VALUATION AND APPRAISEMENT.** Borrower hereby waives all right of valuation and appraisal.

**NOT OFFICIAL!**  
This instrument is  
**REQUEST FOR NOTICE OF DEFAULT  
AND FORECLOSURE UNDER SUPERIOR  
MORTGAGES OR DEEDS OF TRUST** of  
the Lake County Recorder!

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.



**INDIANA - SUBORDINATE MORTGAGE - 10/97 - HUD INSTRUMENT**

FHA- PARTIAL CLAIM

Page 5 of 6

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

Glendia A. Biggs  
GLENDA A BIGGS

Before me, Terry Ann Payonk, 26 day of July, 2012

Glendia A. Biggs, (name of grantor) acknowledged the execution of the annexed

deed, (or mortgage as the case may be )

Terry Ann Payonk  
Notary Public

Terry Ann Payonk  
State of Indiana Notary Public  
Resident of Lake County  
My Commission Expires 9/14/2014

My Commission Expires 9-14-14

(Space Below This Line Reserved For Lender and Recorder)

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



INDIANA - SUBORDINATE MORTGAGE - 10/97 - HUD INSTRUMENT

FHA- PARTIAL CLAIM

Page 6 of 6

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

SITUATE IN THE COUNTY OF LAKE, STATE OF INDIANA,

LOT 37, MARQUETTE COURT, IN GARY, AS SHOWN IN PLAT BOOK 26, PAGE 6, IN LAKE COUNTY, INDIANA

TAX I D NO 45-05-31-478-010 000-004

BEING THE SAME PROPERTY CONVEYED BY WARRANTY DEED

GRANTOR	ROBERT W DAULT AND SHIRLEY I DAULT, HUSBAND AND WIFE
GRANTEE	GLENDA A BIGGS
DATED	7/16/1997
RECORDED	7/22/1997
DOC#/BOOK-PAGE	97047147

NOTE FOR STREET NUMBERING PURPOSES KNOWN AS 155 N HOWARD COURT, GARY, INDIANA

