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2013 054262

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD  
2013 JUL 25 AM 8:46  
MICHAEL B. BROWN  
RECORDER

Recording Requested By/Return To:  
JPMORGAN CHASE BANK, N.A.  
MHA DEPARTMENT  
780 KANSAS LANE  
2ND FLOOR, LA4-3125  
MONROE, LA 71203



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**SUBORDINATE MORTGAGE**

FHA Case Number 703 151-9424899  
Loan Number 1621725898

This SUBORDINATE MORTGAGE ("Security Instrument") is given on JUNE 17, 2013.

The Mortgagor(s) are CHRISTOPHER A FRAUSTO whose address is 9898 GETTLER ST,  
DYER, INDIANA 46311 (Borrower).

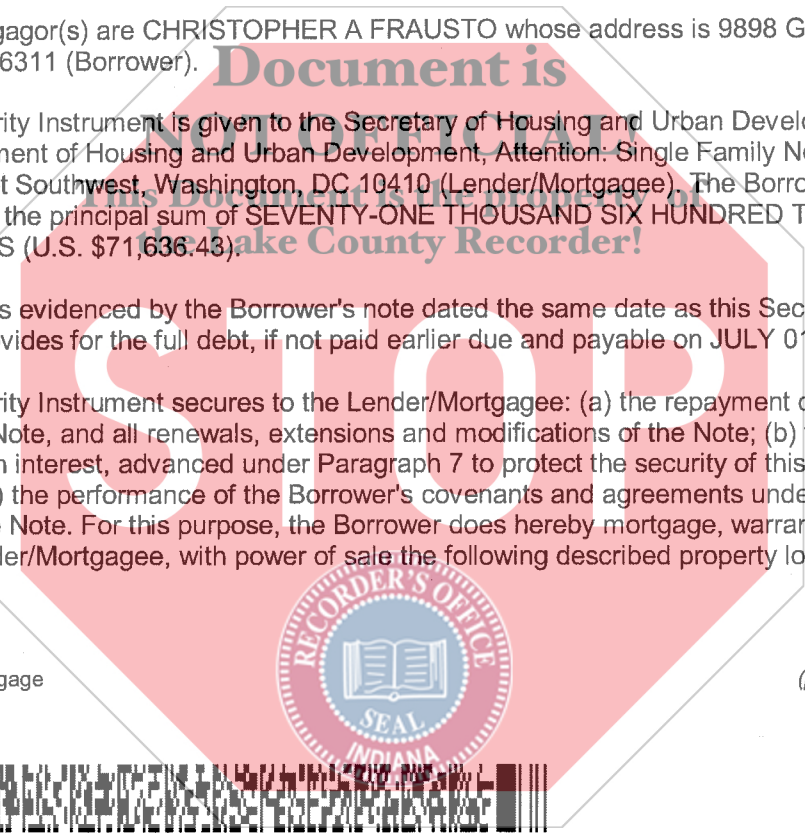
This Security Instrument is given to the Secretary of Housing and Urban Development, whose address is Department of Housing and Urban Development, Attention: Single Family Notes Branch, 451 Seventh Street Southwest, Washington, DC 10410 (Lender/Mortgagee). The Borrower owes the Lender/Mortgagee the principal sum of SEVENTY-ONE THOUSAND SIX HUNDRED THIRTY-SIX AND 43.00/100THS (U.S. \$71,636.43).

This debt is evidenced by the 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 01, 2043.

This Security Instrument secures to the Lender/Mortgagee: (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 7 to protect the security of this Security Instrument; and (c) the performance of the Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, the Borrower does hereby mortgage, warrant, grant and convey to the Lender/Mortgagee, with power of sale the following described property located in LAKE County, INDIANA

FHA Subordinate Mortgage

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22<sup>00</sup>  
3030113958  
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**LEGAL DESCRIPTION:**

THE LAND IS SITUATED IN THE STATE OF INDIANA, COUNTY OF LAKE, CITY OF DYER, AND DESCRIBED AS FOLLOWS: LOT 28, IN PRAIRIE TRAILS PHASE I, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 93, PAGE 48, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA. APN: 45-10-36-303-026.000-032 TAX ID: 09-11-0337-0002 (OLD PROPERTY NO.)

**REFERENCE NUMBERS OF DOCUMENTS MODIFIED:**

RECORDED AUGUST 02, 2010 INSTRUMENT NO. 2010 044126

Tax Parcel No: 45-10-36-303-026.000-032

which has the address of 9898 GETTLER ST, DYER, INDIANA 46311, ("Property Address");

TOGETHER WITH all the improvement 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 forgoing is referred to in this Security Instrument as the "Property."

**BORROWER COVENANTS** that the Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that Property is unencumbered, except for encumbrances of record. The 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.

The Borrower and the Lender/Mortgagee covenant agree as follows:

**UNIFORM COVENANTS.**

**1. Payment of Principal.** The Borrower shall pay when due the principal of the debt evidenced by the Note.

**2. Borrower Not Released; Forbearance by Lender/Mortgagee Not a Waiver.** Extension of the time of payment of the sums secured by this Security Instrument granted by the Lender/Mortgagee to any Successor in interest of the Borrower shall not operate to release the liability of the original Borrower or the Borrower's successor in interest. The Lender/Mortgagee 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 the Borrower's successors in interest. Any forbearance by the Lender/Mortgagee 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 the Lender/Mortgagee and the Borrower. The 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 the 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 the Lender/Mortgagee 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.

**4. Notices.** Any notice to the 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 the Borrower designates by notice to the Lender/Mortgagee. Any notice to the Lender/Mortgagee shall be given by first class mail to: **Department of Housing and Urban Development, Attention: Single Family Notes Branch, 451 Seventh Street Southwest, Washington, DC 10410** or any address the Lender/Mortgagee designates by notice to the Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to the Borrower or the Lender/Mortgagee 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.** The Borrower shall be given one conformed copy of the Note and of this Security Instrument.

**NON-UNIFORM COVENANTS.** The Borrower and the Lender/Mortgagee further covenant and agree as follows;

**7. Acceleration Remedies.** If the Lender/Mortgagee requires immediate payment in full under the paragraph 7 of the Subordinate Note, the Lender/Mortgagee may invoke the power of sale and any other remedies permitted by applicable law. The Lender/Mortgagee shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Paragraph, including, but not limited to, reasonable attorney's fees and costs of title evidence. If the Lender/Mortgagee invokes the power of sale, Lender/Mortgagee shall give notice of sale to the Borrower in the manner provided in Paragraph 4. The Lender/Mortgagee shall publish and post the notice of sale, and the Property shall be sold in the manner prescribed by applicable law. The Lender/Mortgagee or its designee may purchase the Property at any sale. The proceeds of the sale shall be applied in the following order:

- (a) to all expenses of the sale, including, but not limited to, reasonable attorney's fees;
- (b) to all sums secured by this Security Instrument; and
- (c) any excess to the person or persons legally entitled to it.



If the Lender's/Mortgagee'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 non-judicial power of sale provided in the Single Family Mortgage Foreclosure Act of 1994 ("Act")(12U.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 the Lender/Mortgagee under this paragraph or applicable law.

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

[Space Below This Line For Borrower Acknowledgement]

*[Handwritten Signature]*  
Borrower - CHRISTOPHER A FRAUSTO Date: 6/22/2013

State of INDIANA )  
County of Elkhart ) ss.

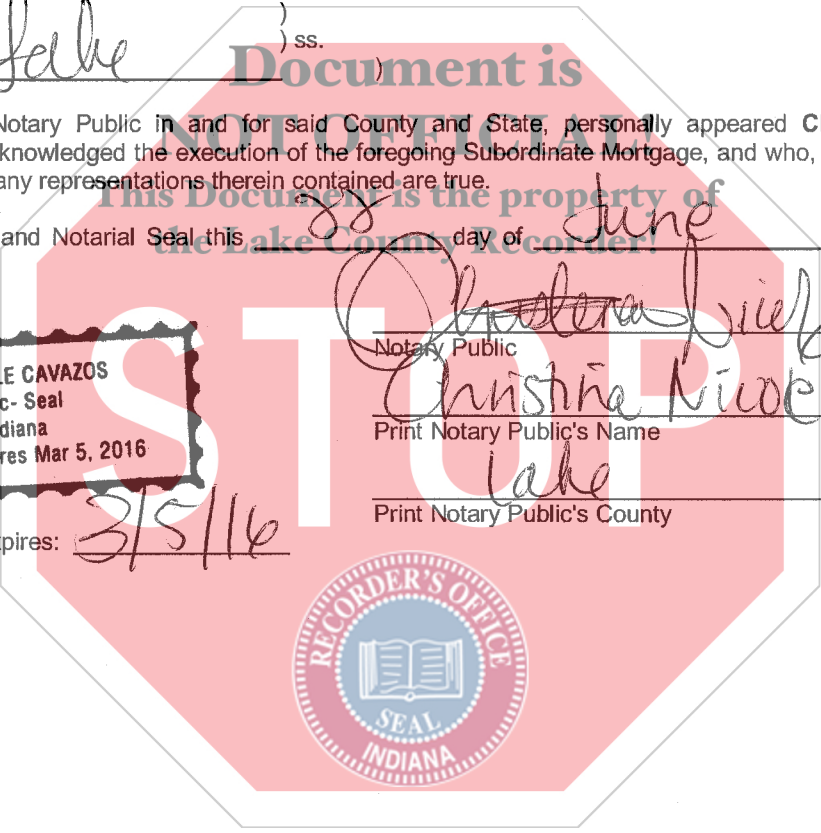
Before me, a Notary Public in and for said County and State, personally appeared CHRISTOPHER A FRAUSTO who acknowledged the execution of the foregoing Subordinate Mortgage, and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 22 day of June, 2013



*[Handwritten Signature]*  
Notary Public  
Christina Nicole Cavazos  
Elkhart  
Print Notary Public's County

My Commission Expires: 3/5/16



Loan Number 1621725898

Affirmation

This instrument was prepared by GERALDINE COOKS- VICE PRESIDENT. 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  
*Geraldine Cooks* GERALDINE COOKS 7/18/2013

This Instrument Prepared By:  
JPMORGAN CHASE BANK, N.A.  
3415 VISION DRIVE  
COLUMBUS, OHIO 43219-6009



FHA Subordinate Mortgage

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