

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2014 001671

2014 JAN 14 AM 8:39

MICHAEL B. BROWN
RECORDER

This Document Prepared By:
ANGELA EVERLY
U.S. BANK N.A.
4801 FREDERICA ST
OWENSBORO, KY 42301
(800) 365-7772

When recorded mail to: #8750335

First American Title

Loss Mitigation Title Services 12106.1

P.O. Box 27670

Santa Ana, CA 92799

RE: DIAZ - PC REC SVC

Tax/Parcel No. 45030727603800025

L: 16

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Investor Loan No.: 729 151-7842546

Loan No: 6800016019

SUBORDINATE MORTGAGE

THIS SUBORDINATE MORTGAGE ("Security Instrument") is made on **DECEMBER 17, 2013**. The grantor is **GLORIA DIAZ, AN UNMARRIED WOMAN** ("Borrower"), whose address is **1916 NEW YORK AVENUE, WHITING, INDIANA 46394**, whose address is **WESTPOINT 1 SUITE 300 1255 CORPORATE DRIVE IRVING, TX 75038**, , , . The beneficiary is the Secretary of Housing and Urban Development, whose address is Attention: Single Family Notes Branch, 451 Seventh Street SW, Washington, DC 20410 ("Lender"). Borrower owes Lender the principal sum of **TWENTY-EIGHT THOUSAND EIGHT HUNDRED FORTY-SIX DOLLARS AND 43 CENTS (U.S. \$28,846.43)**. 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 **DECEMBER 1, 2043**.

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 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 irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the COUNTY of **LAKE**, State of **INDIANA**:

FHA/VA HUD-HAMP Loan Modification Agreement 12132013_111
First American Mortgage Services

Page 1

WD12106.1 6800016019

24.00
16144243
2 REF 16144244
PP

LOT 16 IN CLOSE'S SUBDIVISION, IN THE CITY OF WHITING, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 2 PAGE 67, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

Tax Parcel No. 450307276038000025

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which has the address of, 1916 NEW YORK AVENUE, WHITING, INDIANA 46394 (herein "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 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 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.
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 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.
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 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.** 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 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 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 pursuing the remedies provided in this Section 7, including, but not limited to, reasonable attorneys' 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 payment in full under 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") (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 by the Act. Nothing in the preceding sentence shall deprive the Secretary of any rights otherwise available to Lender under this paragraph or applicable law.

8. **Release.** Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to release this Security Instrument and shall surrender all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall release this Security Instrument. Borrower shall pay any recordation costs.

9. **Waiver of Valuation and Appraisalment.** Borrower waives all right of valuation and appraisalment.

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

Erin Matlock
[Printed Name]

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

Gloria Diaz
Borrower: GLORIA DIAZ

Borrower:

Date

Date

Borrower:

Borrower:

Date

Date

Borrower:

Borrower:

Date

Date

[Space Below This Line for Acknowledgments]

BORROWER ACKNOWLEDGMENT

STATE OF INDIANA,
COUNTY SS: LAKE

Before me, the undersigned, a Notary Public, in and for said County and State, this 26th day of December, 2013, personally appeared **GLORIA DIAZ**, said person being over the age of 18 years, and acknowledged the execution of the foregoing instrument

WITNESS my hand and official seal

Alicia Velazquez
Notary Public

Print Name: Alicia Velazquez

My commission expires on: July 20, 2014

Residing in LAKE County

ALICIA VELAZQUEZ
NOTARY PUBLIC
STATE OF INDIANA
LAKE COUNTY
COMM. EXP. JULY 20, 2014



**EXHIBIT B
MORTGAGE SCHEDULE**

Mortgage made by **GLORIA DIAZ, AN UNMARRIED WOMAN** to **FIRST SUBURBAN MORTGAGE CORPORATION, AN ILLINOIS CORPORATION** for \$98,450.00 and interest, dated **APRIL 29, 2005** and recorded on **MAY 13, 2005** in **INSTRUMENT NO. 2005 038993**. Mortgage tax paid:

This mortgage was assigned from **FIRST SUBURBAN MORTGAGE CORPORATION, AN ILLINOIS CORPORATION** (assignor), to **U.S. BANK, N.A.** (assignee), by assignment of mortgage dated and recorded on **MAY 13, 2005** in **INSTRUMENT NO. 2005 038994**.

