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STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2014 008742

2014 FEB 14 AM 8:33

MICHAEL E. BROWN  
RECORDER

Record and Return to:  
Everbank  
301 W. Bay Street, CC318  
Attention: Leslie Tester  
Jacksonville, FL 32202  
Loan #: 9000327605

APN # 45-08-32-404-004.000-001

(Space Above This Line for Recording Data)

FHA Case No.  
151-7207981

### SUBORDINATE MORTGAGE

THIS SUBORDINATE MORTGAGE ("Security Instrument") is given on **January 11, 2014**. The Mortgagor is **THOMI C DAVIS**, whose address is **2121 W 50TH AVENUE, GARY, IN 46408**, ("Borrower"). This Security Instrument is given to the Secretary of Housing and Urban Development, and whose address is **Department of Housing and Urban Development, c/o Deval LLC, Westpoint 1 Suite 300, 1255 Corporate Drive, Irving, Texas 75038** ("Lender"). Borrower owes Lender the principal sum of One Thousand Nine Hundred Thirty-Five Dollars and 71/100 (\$1,935.71). 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 **January 01, 2044**.

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 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**.

LOT 23 IN WOODS PARK UNIT NO. 1, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 32 PAGE 27, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

Which has the address of **2121 W 50TH AVENUE, GARY, IN 46408** ("Property Address");

AMOUNT \$ 20<sup>00</sup>  
CASH \_\_\_\_\_ CHARGE \_\_\_\_\_  
CHECK # 870097  
OVERPAGE 878048  
COPY \_\_\_\_\_  
NON-COM \_\_\_\_\_  
CLERK RJ

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.

Borrower and Lender covenant and agree as follows:

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 the 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 of 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 designated by notice to Lender.

Any notice to Lender shall be given by first class mail to: **Department of Housing and Urban Development, c/o Deval LLC, Westpoint 1 Suite 300, 1255 Corporate Drive, Irving, Texas 75038 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.

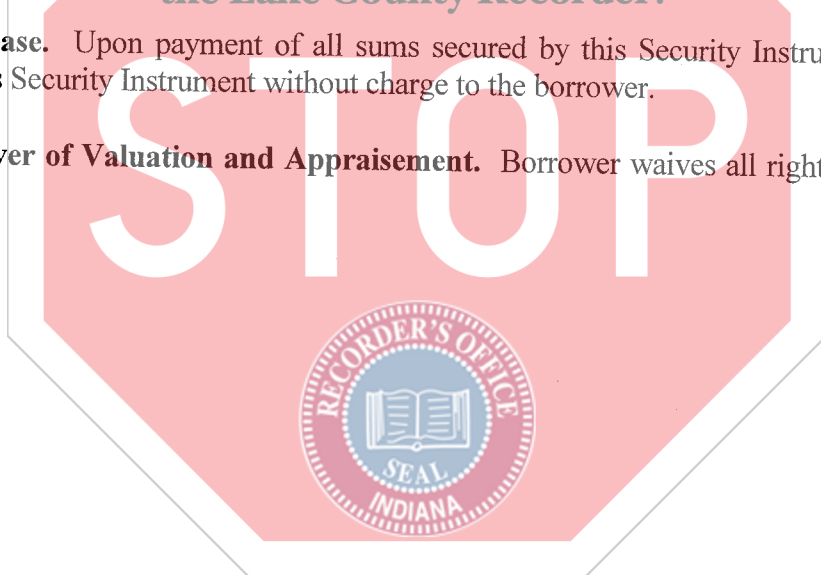
6. **Borrower's Copy.** Borrower shall be given one conformed copy of the Note and of this Security Instrument.

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 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.

8. **Release.** Upon payment of all sums secured by this Security Instrument, the Lender shall release this Security Instrument without charge to the borrower.

9. **Waiver of Valuation and Appraisement.** Borrower waives all right of valuation and appraisement.



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.

Thomi C Davis (Seal)  
THOMI C DAVIS Borrower

Date: 1-23-14

STATE OF Indiana  
CITY/COUNTY OF Cory Lake

I HEREBY CERTIFY that on this 23<sup>rd</sup> day of January, 2014, before me, the subscriber, a Notary Public of the State of Indiana, in and for the jurisdiction aforesaid, personally appeared, **THOMI C DAVIS**, known to me of satisfactorily proven to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledge that he/she/they executed the same for the purposes therein contained.



Nicole Thomas  
Notary Public Signature

Nicole Thomas  
Printed Name

06/08/2018  
My commission expires

This instrument was prepared by Waylon Naquin 301 W Bay Street, Jacksonville, Florida 32202. I affirm, under penalty of perjury that I have taken reasonable care to redact each social security number in this document, unless required by law.

Waylon Naquin  
Waylon Naquin - Closer / Preparer  
Everbank  
301 W Bay Street  
Jacksonville, Florida 32202

