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STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

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MICHAEL B. BROWN  
RECORDER

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**MORTGAGE**

FHA Case No.

156-1999232-703

**PLEASE RECORD & RETURN TO:**  
National Advantage Settlement SVC  
329 Forest Grove Road, STE 201  
Coraopolis, PA 15108



**NELSON**

Loan #: 0513110200

MIN: 100188514010731406

MERS Phone: 1-888-679-6377

PIN: 45-23-34-426-005.000-037

THIS MORTGAGE ("Security Instrument") is given on **JANUARY 27, 2014**. The mortgagor is **DAVID D NELSON, JR. AND CAROLYN M NELSON, HUSBAND AND WIFE** ("Borrower"). This Security Instrument is given to Mortgage Electronic Registration Systems, Inc. ("MERS"). MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the mortgagee under this Security Instrument. MERS is organized and existing under the laws of Delaware, and MERS has a mailing address of P.O. Box 2026, Flint, MI 48501-2026 and a street address of 1901 E Voorhees Street, Suite C, Danville, IL 61834. The MERS telephone number is (888) 679-MERS. **DRAPER AND KRAMER MORTGAGE CORP. DBA 1ST ADVANTAGE MORTGAGE** ("Lender") is organized and existing under the laws of **DELAWARE**, and has an address of **701 EAST 22ND STREET, SUITE 125, LOMBARD, IL 60148**. Borrower owes Lender the principal sum of **ONE HUNDRED THIRTY-TWO THOUSAND FOUR HUNDRED THIRTY-EIGHT AND 00/100 Dollars (U.S. \$132,438.00)**. This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on **FEBRUARY 1, 2044**. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, 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, grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS the following described property located in **LAKE County, Indiana**:

**LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF.**

which has the address of **24270 CLINE STREET, LOWELL, Indiana 46356** ("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 understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument; but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of

FHA Indiana Mortgage - 12/13

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Lender including, but not limited to, releasing or canceling this Security Instrument.

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, Interest and Late Charge**

Borrower shall promptly pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note.

**2. Monthly Payment of Taxes, Insurance and Other Charges**

Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, a sum for

- (a) taxes and special assessments levied or to be levied against the Property,
- (b) leasehold payments or ground rents on the Property, and
- (c) premiums for insurance required under Paragraph 4. In any year in which the Lender must pay a mortgage insurance premium to the Secretary of Housing and Urban Development ("Secretary"), or in any year in which such premium would have been required if Lender still held the Security Instrument, each monthly payment shall also include either
  - (i) a sum for the annual mortgage insurance premium to be paid by Lender to the Secretary, or
  - (ii) a monthly charge instead of a mortgage insurance premium if this Security Instrument is held by the Secretary, in a reasonable amount to be determined by the Secretary. Except for the monthly charge by the Secretary, these items are called "Escrow Items" and the sums paid to Lender are called "Escrow Funds."

Lender may, at any time, collect and hold amounts for Escrow Items in an aggregate amount not to exceed the maximum amount that may be required for Borrower's escrow account under the Real Estate Settlement Procedures Act of 1974, 12 U.S.C. Sec. 2601 et seq. and implementing regulations, 12 C.F.R. Part 1024, as they may be amended from time to time (RESPA), except that the cushion or reserve permitted by RESPA for unanticipated disbursements or disbursements before the Borrower's payments are available in the account may not be based on amounts due for the mortgage insurance premium.

If the amounts held by Lender for Escrow Items exceed the amounts permitted to be held by RESPA, Lender shall deal with the excess funds as required by RESPA. If the amounts of funds held by Lender at any time are not sufficient to pay the Escrow Items when due, Lender may notify the Borrower and require Borrower to make up the shortage as permitted by RESPA.

The Escrow Funds are pledged as additional security for all sums secured by this Security Instrument. If Borrower tenders to Lender the full payment of all such sums, Borrower's account shall be credited with the balance remaining for all installment items (a), (b), and (c) and any mortgage insurance premium installment that Lender has not become obligated to pay to the Secretary, and Lender shall promptly refund any excess funds to Borrower. Immediately prior to a foreclosure sale of the Property or its acquisition by Lender, Borrower's account shall be credited with any balance remaining for all installments for items (a), (b), and (c).

**3. Application of Payments**

All payments under Paragraphs 1 and 2 shall be applied by Lender as follows:

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- First, to the mortgage insurance premium to be paid by Lender to the Secretary or to the monthly charge by the Secretary instead of the monthly mortgage insurance premium;
- Second, to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance premiums, as required;
- Third, to interest due under the Note;
- Fourth, to amortization of the principal of the Note; and
- Fifth, to late charges due under the Note.

**4. Fire, Flood, and Other Hazard Insurance**

Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Lender, instead of to Borrower and to Lender jointly. All or any part of the insurance proceeds may be applied by Lender, at its option, either

- (a) to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order in Paragraph 3, and then to prepayment of principal, or
- (b) to the restoration or repair of the damaged Property. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments which are referred to in Paragraph 2, or change the amount of such payments. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

**5. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds**

Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument (or within sixty days of a later sale or transfer of the Property) and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender determines that requirement will cause undue hardship for Borrower, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall notify Lender of any extenuating circumstances. Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Lender may inspect the Property if the Property is vacant or abandoned or the loan is in default. Lender may take reasonable action to protect and preserve such vacant or abandoned property. Borrower shall also be in default if borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

**6. Condemnation**

The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in place of condemnation, are hereby assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under the Note and this Security Instrument. Lender shall apply such proceeds to the reduction of the Indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order provided in Paragraph 3, and then to prepayment of

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principal. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments, which are referred to in Paragraph 2, or change the amount of such payments. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

7. **Charges to Borrower and Protection of Lender's Rights in the Property**

Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in Paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments.

If Borrower fails to make these payments or the payments required by Paragraph 2, or fails to perform any other covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in Paragraph 2.

Any amounts disbursed by Lender under this Paragraph shall become an additional debt of Borrower and be secured by this Security Instrument. These amounts shall bear Interest from the date of disbursement at the Note rate, and at the option of Lender shall be immediately due and payable.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower:

- (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender;
- (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lenders opinion operate to prevent the enforcement of the lien; or
- (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

8. **Fees**

Lender may collect fees and charges authorized by the Secretary.

9. **Grounds for Acceleration of Debt**

- (a) **Default.** Lender may, except as limited by regulations issued by the Secretary in the case of payment defaults, require immediate payment in full of all sums secured by this Security Instrument if:
  - (i) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument prior to or on the due date of the next monthly payment, or
  - (ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument.
- (b) **Sale Without Credit Approval.** Lender shall, if permitted by applicable law (including Section 341(d) of the Garn-St Germain Depository Institutions Act of 1982, 12 U.S.C. 1701j-3(d)) and with the prior approval of the Secretary, require immediate payment in full of all sums secured by this Security Instrument if:
  - (i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or otherwise transferred (other than by devise or descent), and
  - (ii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or grantee does so occupy the Property, but his or her credit has not been approved in accordance with the requirements of the Secretary.
- (c) **No Waiver.** If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments, Lender does not waive its rights with respect to subsequent events.
- (d) **Regulations of HUD Secretary.** In many circumstances regulations issued by the Secretary will limit Lender rights, in the case of payment defaults, to require immediate payment in full and foreclose if not paid. This Security

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Instrument does not authorize acceleration or foreclosure if not permitted by regulations of the Secretary.

- (e) **Mortgage Not Insured.** Borrower agrees that if this Security Instrument and the Note are not determined to be eligible for insurance under the National Housing Act within **60 days** from the date hereof, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to **60 days** from the date hereof, declining to insure this Security Instrument and the Note, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.

**10. Reinstatement**

Borrower has a right to be reinstated if Lender has required immediate payment in full because of Borrower's failure to pay an amount due under the Note or 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 attorney's 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 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.

**11. Borrower Not Released: Forbearance by Lender Not a Waiver**

Extension of the time for payment or modification of amortization 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 Borrowers successors 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.

**12. 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, subject to the provisions of Paragraph 9(b). Borrowers 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 terms of this Security Instrument or the Note without that Borrower's consent.

**13. 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 Lender's address stated herein or any other 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.

**14. 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

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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.

**15. Borrower's Copy**

Borrower shall be given one conformed copy of the Note and of this Security Instrument.

**16. Hazardous Substances**

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any Investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substances affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 16, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this Paragraph 16, "Environmental law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

**NON-UNIFORM COVENANTS.** Borrower and Lender further covenant and agree as follows:

**17. Assignment of Rents**

Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this Paragraph 17.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

**18. Foreclosure Procedure**

**If Lender requires immediate payment in full under Paragraph 9, Lender may foreclose this Security Instrument by judicial proceeding and invoke any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Paragraph 18, including, but not limited to, reasonable attorney's 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 9, 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**

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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 18 or applicable law.

19. Release

Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower.

20. Waiver of Valuation and Appraisal

Borrower waives all right of valuation and appraisal.

21. Riders to This Security Instrument

If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)].

- Condominium Rider
- Growing Equity Rider
- Adjustable Rate Rider
- Planned Unit Development Rider
- Graduated Payment Rider
- Other [specify] **AFFIXATION AFFIDAVIT REGARDING MANUFACTURED HOME, MANUFACTURED HOME RIDER**

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

*David D. Nelson Jr.* 1-27-14  
- BORROWER - DAVID D NELSON JR. - DATE -

*Carolyn M. Nelson* 1-27-14  
- BORROWER - CAROLYN M NELSON - DATE -



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[Space Below This Line For Acknowledgment]

STATE OF Indiana

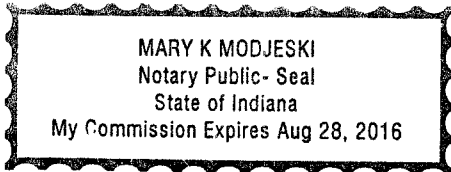
COUNTY OF Lake

On this 27 day of January, 2014, before me, the undersigned, a Notary Public in and for said County, personally appeared

David D. Nelson, Jr. and Carolyn M. Nelson

MM, and acknowledged the execution of the foregoing instrument.

WITNESS my hand and official seal.



Maryk Modjeski  
Notary Public  
Resident of Lake County, Indiana.  
My Commission Expires: 08-28-16



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I affirm under penalties for perjury, that I have taken reasonable care to redact each social security number in this document, unless required by law.

*Maryanne*

Signature of Declarant

Maryanne

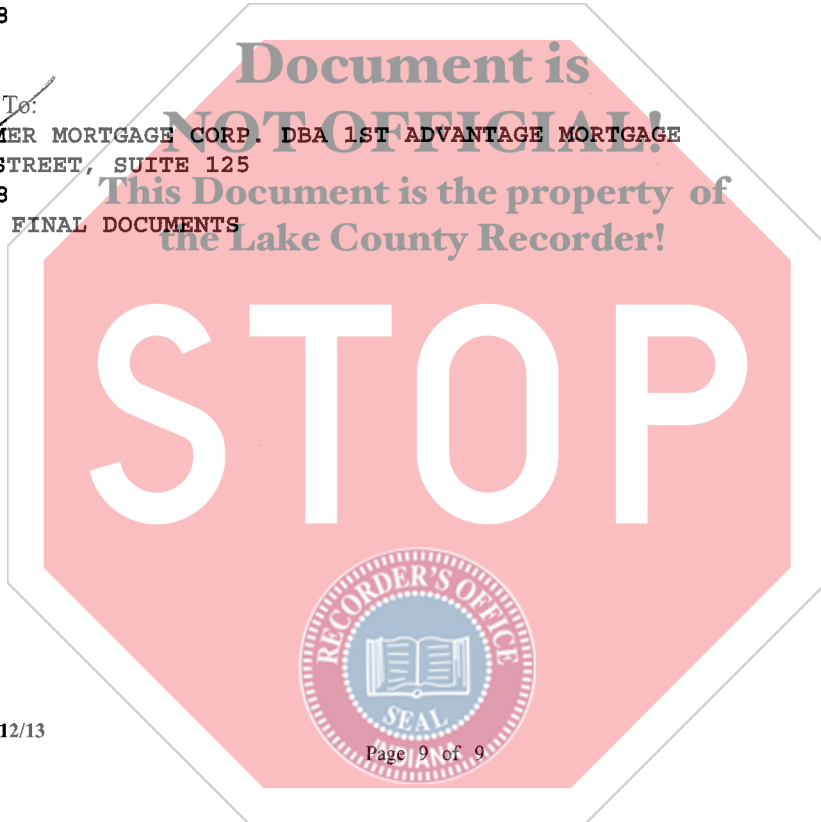
Printed Name of Declarant

This instrument was prepared by:

BRIAN LABUDDA  
DRAPER AND KRAMER MORTGAGE CORP. DBA 1ST ADVANTAGE MORTGAGE  
701 EAST 22ND STREET, SUITE 125  
LOMBARD, IL 60148  
(877) 353-8472

When Recorded Mail To:

DRAPER AND KRAMER MORTGAGE CORP. DBA 1ST ADVANTAGE MORTGAGE  
701 EAST 22ND STREET, SUITE 125  
LOMBARD, IL 60148  
ATTN: ATTENTION FINAL DOCUMENTS  
(877) 353-8472



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(To be recorded with Security Instrument)

AFFIXATION AFFIDAVIT REGARDING  
MANUFACTURED (AND FACTORY BUILT) HOME

The State of INDIANA)

County of LAKE)

NELSON

Loan # 0513110200

MIN: 100188514010731406

Case #: 156-1999232-703

Before me, the undersigned authority, on this day personally appeared DAVID D NELSON, JR. AND CAROLYN M NELSON, HUSBAND AND WIFE known to me to be the person(s) whose name(s) is/are subscribed below, and who, being by me first duly sworn, did each on his/or her oath state as follows:



Affixation Affidavit Regarding Manufactured Home

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## Description of Manufactured Home



Used		FAIRMONT HOMES, INC.	ES CELEBRITY
New/Used	Year	Manufacturer's Name	Model Name and Model No.
	60.7 x 27.7	MY0252208ABF6428381BA	
Length X Width		Serial Number	HUD #
Manufactured Home Location			
24270 CLINE STREET		LAKE	
Street		County	
LOWELL	INDIANA	46356	
City	State	Zip Code	

In addition to the covenants and agreements made in the Security Instrument, DAVID D NELSON, JR. AND CAROLYN M NELSON, HUSBAND AND WIFE ("Borrower[s]") covenants and agrees as follows:

1. The manufactured home described above located at the address above is permanently affixed to a foundation and will assume the characteristic of site-built housing.
2. The wheels, axles, tow bar, or hitch were removed when said manufactured home was placed on the permanent site.
3. All foundations, both perimeter and piers for said manufactured home have footings that are located below the frost line or in compliance with local building codes or requirements.
4. If piers are used for said manufactured home, they will be placed where said home manufacturer recommends.
5. If state law so requires, anchors for said manufactured home have been provided.
6. The manufactured home is permanently connected to a septic or sewage system and other utilities such as electricity, water and natural gas.
7. No other lien or financing affects said manufactured home or real estate, other than those disclosed in writing to Lender.
8. The foundation system of the manufactured home has been designed by an engineer, if required by state or local building codes, to meet the soil conditions of the site.
9. That the Borrower(s) hereby acknowledges his/her/their intent that said manufactured home will become immovable property and part of the real property securing the security instrument.
10. The said manufactured home will be assessed and taxed as an improvement to the real property. Borrower(s) understand that if Lender does not escrow for these taxes, that Borrower(s) will be responsible for payment of such taxes.
11. If the land is being purchased, such purchase and said manufactured home represent a single real estate transaction under applicable state law.
12. Said manufactured home has been built under the Federal Manufactured Home Construction and Safety Standards that were established June 15, 1976.
13. This Affidavit is executed by Borrower(s) pursuant to applicable state law.

Affixation Affidavit Regarding Manufactured Home

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14. All permits required by governmental authorities have been obtained. Borrower(s) certifies that Borrower(s) is in receipt of the manufacturer's recommended maintenance program regarding the carpets and manufactures warranties covering the heating/cooling system, hot water heater, range, etc... and the formaldehyde health notice.

In Witness Whereof, Borrower(s) has executed this Affidavit in my presence and in the presence of undersigned witnesses on this 27TH day of JANUARY, 2014.

David D. Nelson Jr. 1-27-14  
- BORROWER - DAVID D NELSON JR. - DATE -

Carolyn M Nelson 1-27-14  
- BORROWER - CAROLYN M NELSON - DATE -

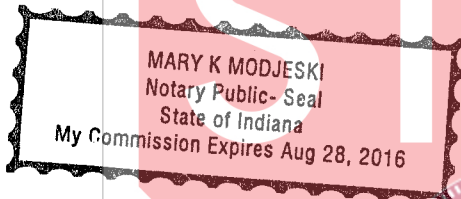
Witness

Witness

STATE OF Indiana  
COUNTY OF Lake

The foregoing instrument was acknowledged before me this 27 day of January, 2014 by David D. Nelson Jr. and Carolyn M. Nelson

who is personally known to me (yes/no) or who provided Driver's license as identification.



Mary K Modjeski  
Notary Public  
Print Name: MARY K. Modjeski  
My Commission Expires: 08-28-16



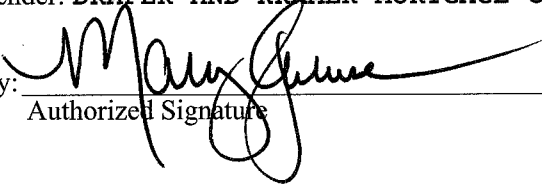
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**Lender's Statement of Intent:**

The undersigned ("Lender") intends that the Home be an immovable fixture and a permanent improvement to the Land.

Lender: DRAPER AND KRAMER MORTGAGE CORP. DBA 1ST ADVANTAGE MORTGAGE

By:   
Authorized Signature



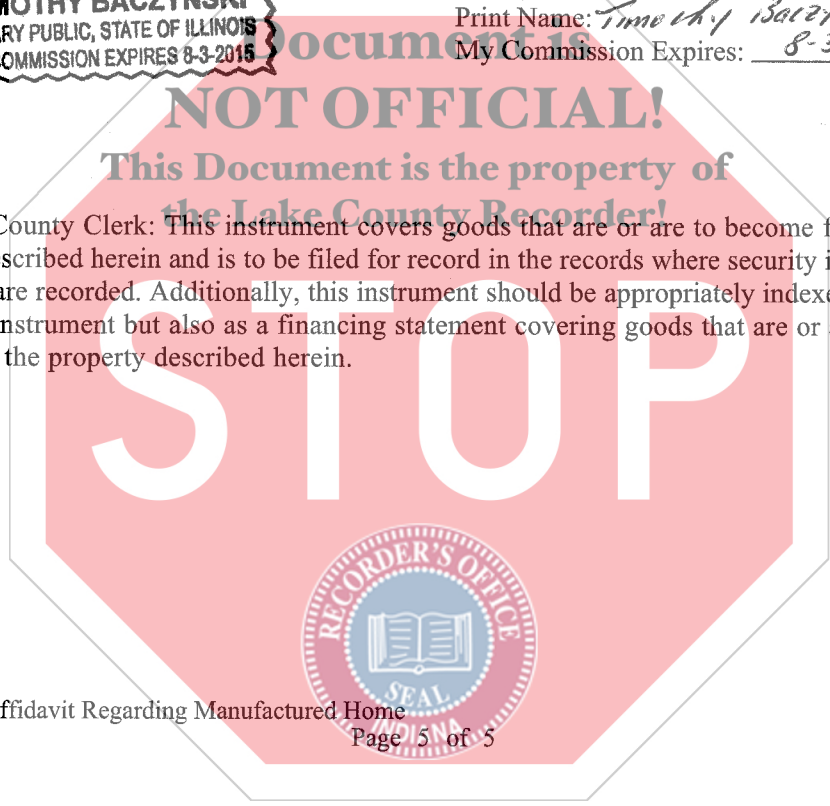
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STATE OF IL  
COUNTY OF DuPage

The foregoing instrument was acknowledged before me this 27th day of Jan., 2014  
by Mary Jabnke  
an agent of **DRAPER AND KRAMER MORTGAGE CORP. DBA 1ST ADVANTAGE MORTGAGE**, Lender, who is personally known to me or who provided ID as identification.



[Signature]  
Notary Public  
Print Name: Timothy Baczynski  
My Commission Expires: 8-3-2015



Attention County Clerk: This instrument covers goods that are or are to become fixtures on the property described herein and is to be filed for record in the records where security instruments on real estate are recorded. Additionally, this instrument should be appropriately indexed, not only as a security instrument but also as a financing statement covering goods that are or are to become fixtures on the property described herein.

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**MANUFACTURED HOME RIDER  
TO THE MORTGAGE/DEED OF TRUST/SECURITY DEED**

NELSON

Loan #: 0513110200

MIN: 100188514010731406

PIN: 45-23-34-426-005.000-037

Case #: 156-1999232-703

**Document is  
NOT OFFICIAL!**

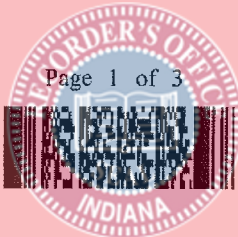
**This Document is the property of**

This Rider is made this 27<sup>TH</sup> day of JANUARY, 2014, and is incorporated into and amends and supplements the Mortgage / Deed of Trust / Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure the Borrower's Note to **DRAPER AND KRAMER MORTGAGE CORP. DBA 1ST ADVANTAGE MORTGAGE** (the "Lender") of the same date (the "Note") and covering the Property described in the Security Instrument and located at:

24270 CLINE STREET, LOWELL, IN 46356  
[Property Address]

Borrower and Lender agree that the Security Instrument is amended and supplemented as follows:

Manufactured Home Rider  
☎ 6806.17



Page 1 of 3

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A. The Property covered by the Security Instrument (referred to as "Property" in the Security Instrument) includes, but is not limited to, the herein described tract or parcel of land and certain improvements, among which is a Manufactured Home, which will be or already has been affixed to the Property legally described in the Security Instrument, and which Manufactured Home is described as follows:

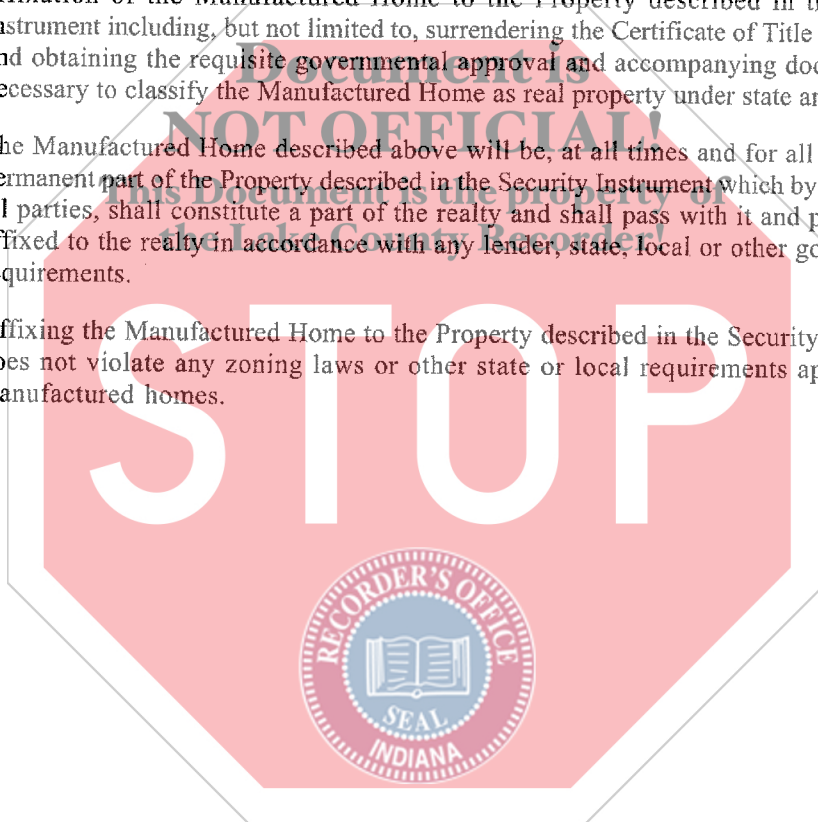
LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF.

Used	FAIRMONT HOMES, INC. ES CELEBRITY		
New/Used Year	Manufacturer's Name	Model Name and Model No.	
60.7 x 27.7	MY0252208ABF6428381BA		
Length X Width	Serial Number	HUD #	



B. Additional Covenants of Borrower(s):

1. Borrower will comply with all state and local laws and regulations regarding the affixation of the Manufactured Home to the Property described in the Security Instrument including, but not limited to, surrendering the Certificate of Title (if required) and obtaining the requisite governmental approval and accompanying documentation necessary to classify the Manufactured Home as real property under state and local law.
2. The Manufactured Home described above will be, at all times and for all purposes, a permanent part of the Property described in the Security Instrument which by intention of all parties, shall constitute a part of the realty and shall pass with it and permanently affixed to the realty in accordance with any lender, state, local or other governmental requirements.
3. Affixing the Manufactured Home to the Property described in the Security Instrument does not violate any zoning laws or other state or local requirements applicable to manufactured homes.



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0513110200

By signing below, Borrower(s) accepts and agrees to the terms and covenants contained in this Manufactured Home Rider.

David D. Nelson Jr. 1-27-14  
- BORROWER - DAVID D NELSON JR. - DATE -

Carolyn M Nelson 1-27-14  
- BORROWER - CAROLYN M NELSON - DATE -



Manufactured Home Rider  
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Title No ATS-2013110159

**LEGAL DESCRIPTION**

**EXHIBIT "A"**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF Lake, STATE OF Indiana, AND IS DESCRIBED AS FOLLOWS:

LOT 3 IN BITTERSWEET, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 89 PAGE 44, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.  
SUBJECT TO COVENANTS AND RESTRICTIONS, EASEMENTS FOR STREETS AND UTILITIES, AND BUILDING LINES AS CONTAINED IN ALL OTHER DOCUMENTS OF RECORD.

Parcel ID: 45-23-34-426-005.000-037

Commonly known as 24270 Cline Street, Lowell, IN 46356  
However, by showing this address no additional coverage is provided



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