

Prepared by:  
Tonee Moore  
M&T BANK  
475 Crosspoint Parkway  
Getzville, NY 14068

2014 083940

2014 DEC 30 PM 3: 07

MICHAEL B. BROWN  
RECORDER

**Record and Return To:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

WHEN RECORDED RETURN TO:  
OLD REPUBLIC TITLE  
ATTN: POST CLOSING  
530 SOUTH MAIN STREET  
SUITE 1031  
AKRON, OH 44311

[Space Above This Line for Recording Data]

FHA Case No. 151-9246034 703

Loan No. xxxxxx5319

1401563A

SUBORDINATE MORTGAGE

**NOT OFFICIAL!**

THIS SUBORDINATE MORTGAGE ("Security Instrument") is given on **October 27, 2014**. The Mortgagor is **DIANE M. FOSTER N/K/A DIANE M. KOBUS** whose address is **9415 SPRING ST HIGHLAND IN 46322** ("Borrower"). This Security Instrument is given to the Secretary of Housing and Urban Development, and whose address is 2488 E 81<sup>st</sup> Street, Suite 700, Tulsa, OK 74137 ("Lender"). Borrower owes Lender the principal sum of **Twelve Thousand Nine Hundred Nineteen Dollars and 74/100 (U.S. \$12,919.74)**. 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 **August 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 under Paragraph 1 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 County of **LAKE** and State of **INDIANA** which has the address of: **9415 SPRING ST HIGHLAND IN 46322** as more fully described in the legal property description attached hereto as Schedule A/Exhibit A.

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances and fixtures now 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."

cc. 123588465  
DW

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 or 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 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 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, 2488 E 81<sup>st</sup> 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.

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 (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). 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 22, 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 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") (12 U.S.C. 3751-99.) 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.

This deed of trust/mortgage is subordinate only to the deed of trust/mortgage between DIANE M FOSTER, AN UNMARRIED WOMAN [borrower's name], mortgagors and MERS FOR ADVANCED FINANCIAL SERVICES, INC, as Lender, dated 03/04/2009, recorded 03/17/2009 in Book N/A at Page N/A, Instrument# 2009-016601 in the amount of \$86,487.00 as assigned and/or modified, if applicable.



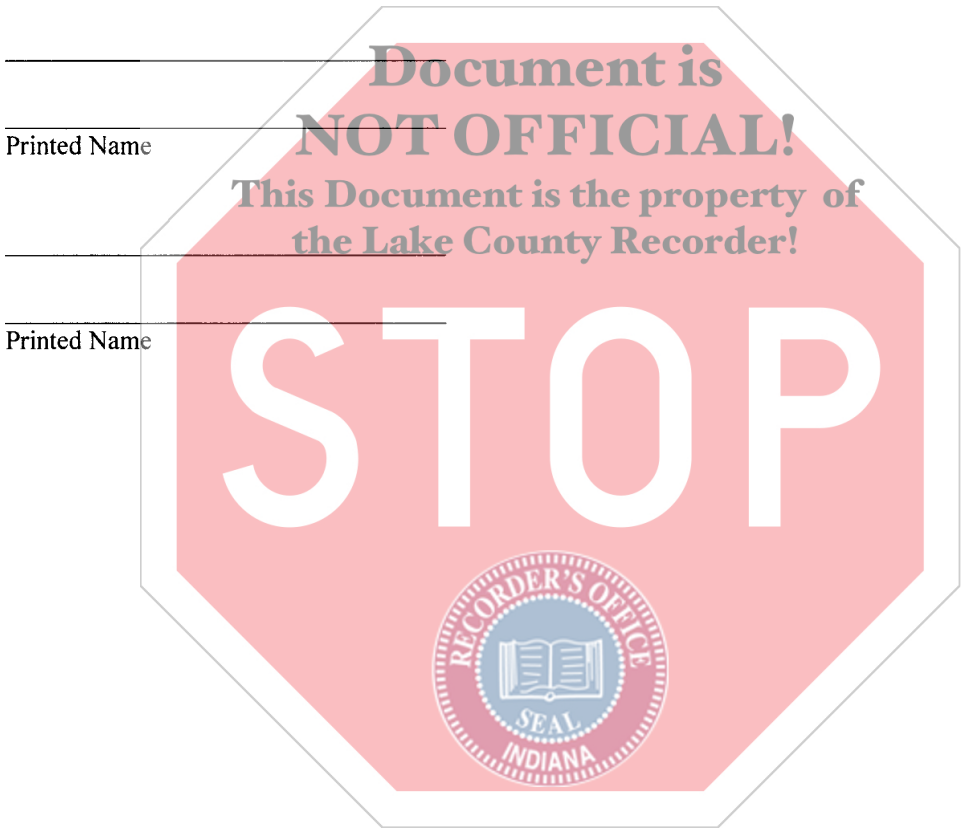
BY SIGNING BELOW, Borrower accepts and agrees to the terms contained in this Security Instrument and in any rider(r) executed by Borrower and recorded with it.

Witness by:  
*Nicholas Foster*  
Printed Name

*Amanda Kalinowicz*  
Printed Name

*Diane M Kobus*  
\*DIANE M. FOSTER N/K/A  
DIANE M. KOBUS  
See Attached  
Signature/name  
Affidavit

Witness by: \_\_\_\_\_



Printed Name

Printed Name

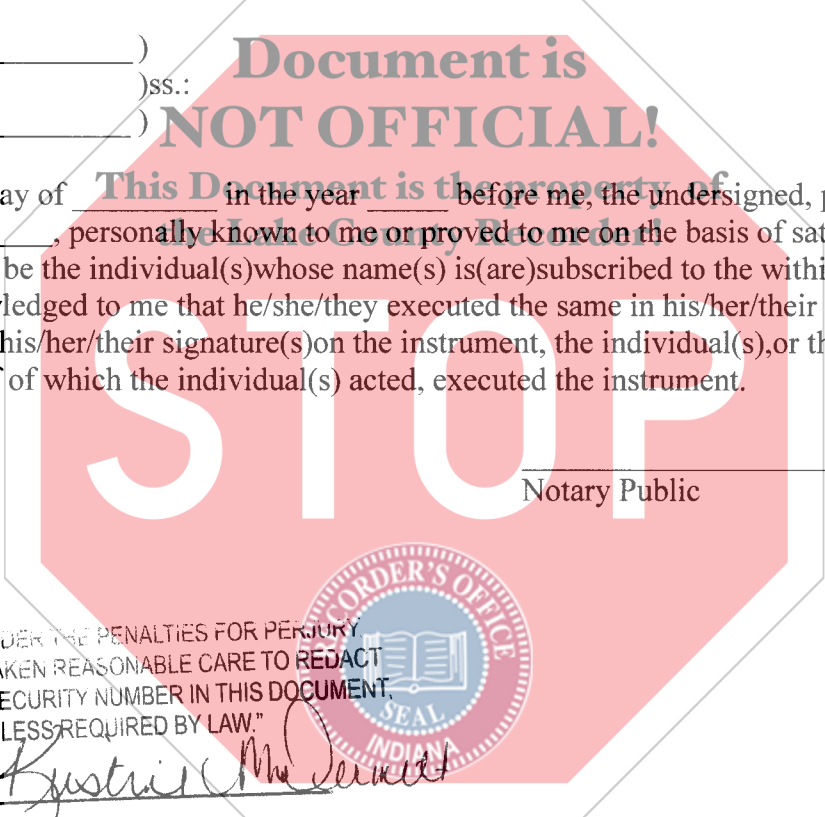
\_\_\_\_\_  
[Space Below This Line for Acknowledgements]

State of IN )  
 )ss.:  
County of Lake )

On the 15 day of November in the year 2014 before me, the undersigned, personally appeared DIANE M. FOSTER N/K/A DIANE M. KOBUS, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Jeanette Huzenga  
Notary Public

State of \_\_\_\_\_ )  
 )ss.:  
County of \_\_\_\_\_ )



On the \_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_ before me, the undersigned, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
Notary Public

"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."  
NAME: Kristine M. Jernick

**SIGNATURE/NAME AFFIDAVIT**

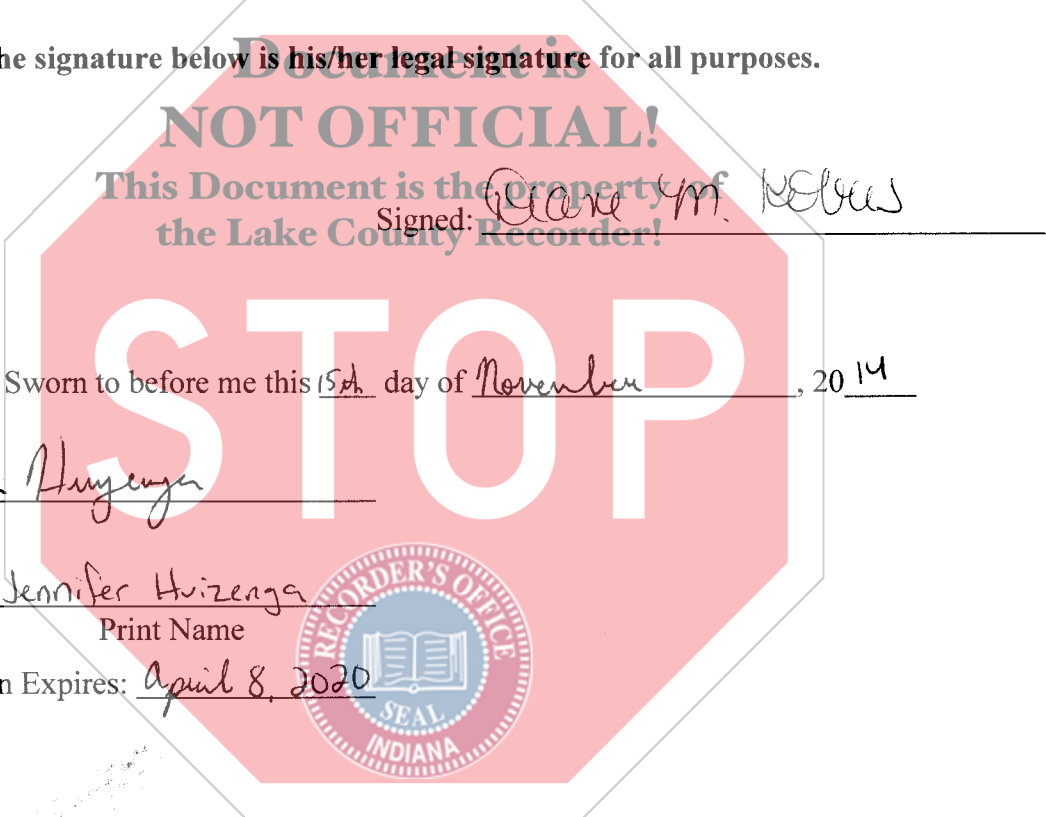
STATE OF Indiana  
COUNTY OF Lake } SS

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared, DIANE M. FOSTER N/K/A DIANE M. KOBUS, who, after being by me first duly sworn, upon oath does depose and say:

THAT DIANE M. FOSTER, as the name appears on the current deed of record, **OR** the deed to be recorded with this transaction, is one and the same person as:

DIANE M. KOBUS, as the name appears in various documents.

**AND THAT, the signature below is his/her legal signature for all purposes.**



Subscribed and Sworn to before me this 5th day of November, 2014

Jennifer Huizenga

Notary Public: Jennifer Huizenga  
Print Name

My Commission Expires: April 8, 2020

*[Faint, illegible handwritten notes]*



**Schedule A / Exhibit A**

SITUATED IN THE COUNTY OF LAKE, STATE OF INDIANA:  
THE SOUTH 50 FEET OF THE SOUTH 100 FEET OF THE NORTH 200 FEET OF  
LOT 2 IN BLOCK 2 IN  
HART'S ACRES SECOND ADDITION TO HIGHLAND AS PER PLAT THEREOF,  
RECORDED IN PLAT  
BOOK 23 PAGE 53, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY,  
INDIANA.  
TAX ID NUMBER: 45-07-28-305-003.000-026  
BEING THE SAME PROPERTY CONVEYED BY WARRANTY DEED  
GRANTOR: RAYMOND A. WOLAK, SR.  
GRANTEE: DIANE M. FOSTER  
DATED: 04/30/1998  
RECORDED: 05/06/1998  
BOOK-PAGE/DOC#: 98037698  
ADDRESS: 9415 SPRING ST , HIGHLAND, IN, 46322

