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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2015 SEP 11 AM 10:40

MICHAEL B. BROWN
RECORDER

When recorded mail to: **2015 06 25 41**

First American Title
Loss Mitigation Title Services 449 6
P.O. Box 27670
Santa Ana, CA 92799
RE: CHAVARRIA - PC REC SVC

[Space Above This Line For Recording Data]

Loan No: 0502526979
Borrower: VICTOR A CHAVARRIA

Data ID: 381

FHA Case No.
151-9308078 703

PARTIAL CLAIM MORTGAGE

THIS SUBORDINATE MORTGAGE ("Security Instrument") is given on December 11, 2014. The Mortgagor is VICTOR A. CHAVARRIA AND BLYTHE L. CHAVARRIA, HUSBAND AND WIFE, whose address is 1841 E 106TH AVE, CROWN POINT, INDIANA 46307-7085 ("Borrower"). This Security Instrument is given to the Secretary of Housing and Urban Development, and whose address is 451 Seventh Street, SW, Washington, DC 20410 ("Lender"). Borrower owes Lender the principal sum of TEN THOUSAND FOUR HUNDRED NINETY and 72/100 Dollars (U.S. \$10,490.72). 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 July 1, 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, 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 hereby does mortgage, grant, and convey to Lender and Lender's successors and assigns the following described property located in the County of LAKE, Indiana;



INDIANA FHA PARTIAL CLAIM SECURITY INSTRUMENT
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06/13

(Page 1 of 4 Pages)

21. -
NON-COM
el-15250906
DN
3.00 over

LOT NUMBERED 130 AS SHOWN ON THE RECORDED PLAT OF WATERSIDE CROSSING PHASE 1 RECORDED IN PLAT BOOK 94 PAGE 10 IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA. APN#: 45-16-02-306-007.000-042

which has the address of 1841 E 106TH AVE,

CROWN POINT, INDIANA
[City]

[Street]

46307-7085 ("Property Address");
[Zip Code]

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 also shall 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.

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 (but not prior to acceleration unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date 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 further shall inform Borrower of the right to reinstate after acceleration and the right to assert in the judicial proceeding the non-existence of a default or any other defense of Borrower to acceleration and sale. 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 to the extent permitted by Applicable Law shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Paragraph 7, including without limitation 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 4 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, Lender shall release this Security Instrument. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted by Applicable Law.
9. **Waiver of Valuation and Appraisal.** Borrower waives all right of valuation and appraisal.

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

Victor A Chavarría(Seal)
 VICTOR A CHAVARRIA —Borrower

Blythe L Chavarría(Seal)
 BLYTHE L. CHAVARRIA —Borrower

[Space Below This Line For Acknowledgment]

State of Lake §
 County of Lake §
 Before me, Krystal E. Bozinovski a Notary Public, this 28th day of December,
 2014.

VICTOR A CHAVARRIA AND BLYTHE L. CHAVARRIA
acknowledged the execution of the annexed Mortgage.

[Seal] **Krystal E. Bozinovski**
NOTARY PUBLIC - OFFICIAL SEAL
State of Indiana, Lake County
My Commission Expires July 21, 2017

Krystal E. Bozinovski
 Krystal E. Bozinovski
 (Printed Name)

My commission expires: 7/21/17 Lake County of Residence

Prepared by: Michael L. Riddle
Middleberg Riddle Group
717 N. Harwood, Suite 1600
Dallas, TX 75201

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. Michael L. Riddle, Middleberg Riddle Group.

