

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2015 084801

2015 DEC 17 PM 3:17

MICHAEL B. BROWN
RECORDER

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After Recording Return To
MGB DOCS, INC.
19150 S. Wolf Rd.
Suite D
Mokena, IL 60448

FHA # 156-1105209/703
Loan # 0038656948
MIN1000342 0081199940 2
SIS No. (888) 679-MERS

SUBORDINATE MORTGAGE

THIS SUBORDINATE MORTGAGE ("Security Instrument") is given on **June 16th, 2015**. The Mortgagor is **Magda Villarreal, an unmarried woman** ("Borrower"). This Security Instrument is given to the Secretary of Housing and Urban Development, and whose address is:

**OFFICE OF THE HOUSING, FHA-COMPTROLLER, DIRECTOR OF MORTGAGE
INSURANCE ACCOUNTING & SERVICING
451 7TH ST SW WASHINGTON, DC 20410.**

Borrower owes Lender the principal sum of:

Eleven Thousand Three Hundred Thirty Six Dollars and 57/100 (\$11,336.57).

This debt is evidenced by Borrower's Note dated the same date as this ("Security Instrument"), which provides for the full debt, if not paid earlier, due and payable on **July 1, 2045**. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, 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. This references the original Mortgage in the amount of **\$75,048.00** given to **Mortgage Electronic Registration Systems, Inc. ("MERS")** as **Nominee for Prospect Mortgage, LLC**, its successors and assigns dated **April 06, 2012**, and recorded on **April 25, 2012** as Document No. **2012-027621**, in the Office of the **Lake County Recorder, Indiana**. For this purpose, Borrower does hereby mortgage, warrant, grant and convey to the Lender, with power of sale the following described property located in the County of: **Lake** State of: **Indiana**.

See Exhibit "A" Attached Hereto and Made a Part Hereof.

Which has the address of: **3425 North Lake Park Avenue, Hobart, Indiana 46342**

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".

23. -
cll 35537
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1 Ref

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, 451 Seventh Street, SW, Washington, DC 10410, 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 under the Paragraph 7 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.

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.

Witnesses:

 (Seal)
Magda Villarreal -Borrower

_____ (Seal)
-Borrower



[Space Below This Line for Acknowledgement]

Loan Modification
Magda Villarreal
Loan # 0038656948

STATE OF INDIANA

COUNTY OF Porter SS:

Before me, the undersigned, a Notary Public, in and for said County and State, this 7th day of July, 2015, personally appeared Magda Villarreal, an unmarried woman, said person being over the age of 18 years, and acknowledged the execution of the foregoing instrument.

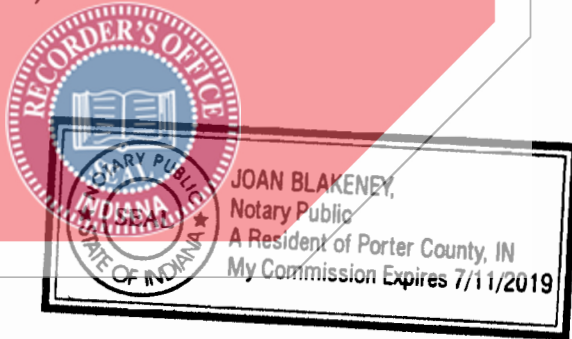
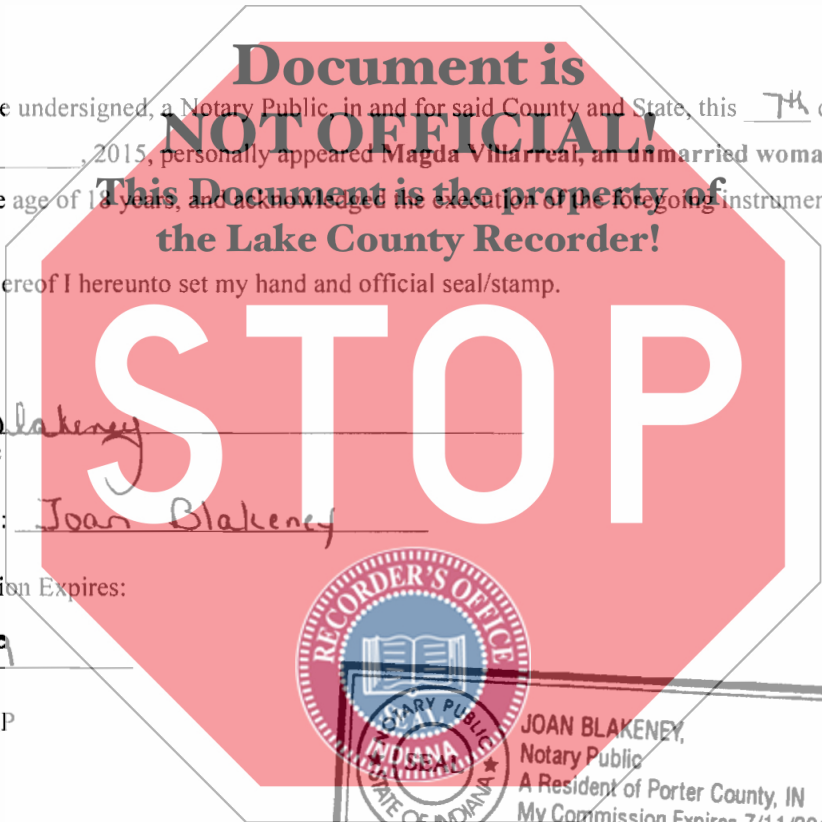
In witness whereof I hereunto set my hand and official seal/stamp.

Joan Blakeney
Notary Public

Printed Name: Joan Blakeney

My Commission Expires:
7-11-19

SEAL/STAMP



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. Ruth Ruhl

Loan Modification
Magda Villarreal
Loan # 0038656948

EXHIBIT A

Document is

THE FOLLOWING DESCRIBED REAL ESTATE LOCATED TO LAKE COUNTY, STATE OF INDIANA: LOT 3,
AND THE NORTH HALF OF LOT 2, IN BLOCK 2, IN TROTMAN'S 1ST SUBDIVISION TO HOBART, AS PER
PLAT THEREOF RECORDED IN PLAT BOOK 23, PAGE 50, IN THE OFFICE OF THE RECORDER OF LAKE
COUNTY, INDIANA.

NOT OFFICIAL!

This Document is the property of

PIN: 45-09-20-307-002.000-045

the Lake County Recorder!

THE ABOVE LEGAL DESCRIPTION SHOWN IN THIS PROPERTY REPORT WAS OBTAINED FROM THE
LEGAL DESCRIPTION OF THE DEED OF TRUST OR MORTGAGE REFLECTED IN THIS REPORT.

STOP

