

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2016 006387

2016 JAN 28 AM 11:41

MICHAEL B. BROWN  
RECORDER

After Recording Return To:  
PERFORMANCE TITLE, LLC  
13131 HWY 603, STE.301  
BAY SAINT LOUIS, MS 39520  
RPMMG-IN-93496

[Space Above This Line For Recording Data]

Loan No: 2000688768

MIN Number: 10030360000926039

FHA Case Number: 156-1180093-703

**Document is NOT OFFICIAL!**  
SUBORDINATE MORTGAGE

**This Document is the property of the Lake County Recorder!**  
This Subordinate Mortgage is subordinate to the lien of the mortgage recorded on November 6, 2012 and recorded in Book/Liber N/A, Page N/A, Instrument No: 2012 078537, of the Official Records (Name of Records) of LAKE County, IN (County and State, or other Jurisdiction).

THIS SUBORDINATE MORTGAGE ("Security Instrument") is given this 29th day of December, 2015. The Mortgagor is JAMES L THOMAS, MARRIED, whose address is 2903 WATERTOWN AVE, LAKE STATION, IN 46405 ("Borrower"). This Security Instrument is given to the Secretary of Housing and Urban Development, whose address is 451 Seventh Street SW, Washington, DC 20410 (herein "Lender"). Borrower owes Lender the principal sum of TWENTY THOUSAND ONE HUNDRED TWO AND 51/100 Dollars (U.S. \$20,102.51). 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 November 1, 2042.

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 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 mortgages, grants and conveys to Lender and Lender's successors and assigns, 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 2903 WATERTOWN AVE, LAKE STATION, IN 46405 ("Property Address");



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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 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**



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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. 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 7, 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 Paragraph 4 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 et seq.) by requesting a foreclosure commissioner designated under the Act to commence foreclosure and to sell the Property as provided by the Act. Nothing in the preceding sentence shall deprive the Secretary of any rights otherwise available to 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.



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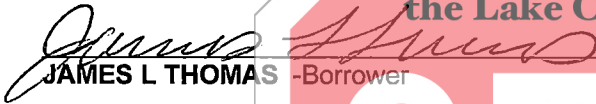
9. **Waiver of Valuation and Appraisal.** Borrower waives all right of valuation and appraisal.

10. **Bankruptcy Discharge.** If Borrower, subsequent to **December 29, 2015**, receives a discharge in a Chapter 7 bankruptcy, and there is no valid reaffirmation agreement of the underlying debt, Lender will not attempt to re-establish any personal liability for the underlying debt.

**"MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as nominee for Lender and Lender's successors and assigns. MERS is the Mortgagee of record under the Security Instrument and this Agreement. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, or 1901 E Voorhees Street, Suite C, Danville, IL 61834, tel. (888) 679-MERS.**

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument.

**This Document is the property of the Lake County Recorder!**

  
JAMES L THOMAS -Borrower

MARIE THOMPSON  
Notary Public- Seal  
State of Indiana  
My Commission Expires Oct 19, 2017

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.

  
Signature

1-5-16  
Date

JAMES L. THOMAS  
Printed Name



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[Space Below This Line For Acknowledgments]

State of Indiana

County of Lake



Before me, a Notary Public in and for said County and State, personally appeared **JAMES L THOMAS**, who acknowledged the execution of the foregoing mortgage, and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 5th day of Jan, 2016.

County of Residence: Lake

My Commission Expires on: Oct 19th 2017

Signature: Marie Thompson

Printed: Marie Thompson



This instrument was prepared by:  
**MICHAEL REIN**  
RoundPoint Mortgage Servicing Corporation  
5016 Parkway Plaza Blvd, Suite 200  
Charlotte, NC 28217



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**Exhibit "A"**

Loan Number: **2000688768**

Property Address: **2903 WATERTOWN AVE, LAKE STATION, IN 46405**

**Legal Description:**

LOTS 87 IN RIVER WALK SUBDIVISION PHASE 1, AN ADDITION TO THE CITY OF LAKE STATION, AS RECORDED IN PLAT BOOK 100, PAGE 57, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA. LAND CONTRACT BY AND BETWEEN NEW CROWN DEVELOPMENT, LLC AND JAMES L. THOMAS, DATED 10-30-10 AND RECORDED INSTRUMENT NUMBER 2010-076993, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA. BEING THE SAME PROPERTY CONVEYED TO NEW CROWN DEVELOPMENT BY DEED DATED 1-5-07 AND RECORDED 1-12-07 AS 2007-004376 IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA. COMMONLY KNOWN AS: 2903 WATER TOWN AVENUE. LAKE STATION, INDIANA 46405, TAX ID NUMBER: 45-09-20-205-001.000-021.

