

8

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2017 005155

2017 JAN 24 AM 9:00

MICHAEL B. BROWN
RECORDER

This Document Prepared By:

ASHLEI BLUE
WELLS FARGO BANK, N.A.
3476 STATEVIEW BLYD, MAC#X7801-03K
FORT MILL, SC 29715
(800) 416-1472

Document is

NOT OFFICIAL!

This Document is the property of
the Lake County Recorder!

When recorded mail to #: 10688503

First American Title

Loss Mitigation Title Services 1079.24

P.O. Box 27670

Santa Ana, CA 92799

RE: ELZY - PC REC SVC

Tax/Parcel #: 45-11-15-430-010.000-036

[Space Above This Line for Recording Data]

FHA Case No.: 703 156-1029069

SUBORDINATE MORTGAGE

THIS SUBORDINATE MORTGAGE ("Security Instrument") is effective JANUARY 4, 2017 among the Grantor, JANINA P ELZY (herein "Borrower"), whose address is 644 NEWCASTLE DRIVE #B, SCHERERVILLE, INDIANA 46375. The beneficiary is the Secretary of Housing and Urban Development, whose address is 451 Seventh Street Southwest, Washington D.C., 20410-8000 (herein "Lender"). Borrower, in consideration of the indebtedness herein recited and the trust herein created, irrevocably grants and conveys to Trustee, in trust, with power of sale, the following-described property located in LAKE COUNTY, State of INDIANA, which has the legal description of

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF:

Which has the Property Address of; 644 NEWCASTLE DRIVE #B, SCHERERVILLE, INDIANA 46375 (herein "Property Address");

Tax ID 45-11-15-430-010.000-036

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents (subject however to the rights and authorities given herein to Lender to collect and

Wells Fargo Custom FHA/USDA HAMP (Combo)
11112016_448

936 

Page 1

E

✓ # 1651400

\$ 28100

JTB

apply such rents), all of which shall be deemed to be and remain a part of the property covered by this Security Instrument; and all of the foregoing, together with said property (or the leasehold estate if this Security Instrument is on a leasehold) are hereinafter referred to as the "Property". To Secure to Lender the repayment of the indebtedness evidenced by Borrower's note dated **JANUARY 4, 2017**, and extensions and renewals thereof (herein "Note"), in the principal sum of **FOUR THOUSAND SEVEN HUNDRED EIGHTY-EIGHT DOLLARS AND 38 CENTS (U.S. \$4,788.38)**, with the balance of the indebtedness, if not sooner paid, due and payable on **FEBRUARY 1, 2047**; the payment of all other sums advanced in accordance herewith to protect the security of this Security Instrument and the performance of the covenants and agreements of Borrower herein

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property, and that the Property is unencumbered, except for encumbrances of record. Borrower covenants that 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 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 the 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 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 *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 request Trustee to release this Security Instrument and shall surrender all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall release this Security Instrument. Borrower shall pay any recordation costs.
9. **Waiver of Valuation and Appraisal.** Borrower waives all right of valuation and appraisal.
10. **Borrower's Right to Reinstate.** Borrower has no right to reinstate the loan after Lender has accelerated the sums secured hereby. Lender may allow Borrower to reinstate the loan providing that: (a) Borrower pays Lender all sums which would be then due under this Security Instrument and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Security Instrument; (c) Borrower pays all reasonable expenses incurred by Lender and Trustee in enforcing the covenants and agreements of Borrower contained in this Security Instrument, and in enforcing Lender's and Trustee's remedies as provided in paragraph 7 thereof, including, but not limited to, reasonable attorneys' fees and expenses; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Security Instrument shall continue unimpaired. Upon such payment and cure by Borrower, this Security Instrument and the obligation secured hereby shall remain in full force and effect as if no acceleration had occurred.

11. **Subrogation.** Any of the proceeds of the Note used to take up outstanding liens against all or any part of the Property have been advanced by Lender at Borrower's request and upon Borrower's representation that such amounts are due and are secured by valid liens against the Property. Lender shall be subrogated to any and all rights, superior titles, liens and equities owed or claimed by any owner or holder of any owner or holder of any outstanding liens and debts, regardless of whether said liens or debts are acquired by Lender by assignments or are released by the holder thereof upon payment.
12. **Partial Invalidity.** In event any portion of the sums intended to be secured by this Security Instrument cannot be lawfully secured hereby, payments in reduction of such sums shall be applied first to those portions not secured hereby. In the event that any applicable law limiting the amount of interest or other charges permitted to be collected is interpreted so that any charge provided for in this Security Instrument or in the Note, whether considered separately or together with other charges that are considered a part of this Security Instrument and Note transaction, violates such law by reason, such charge is hereby reduced to the extent necessary to eliminate such violation. The amounts of such interest or other charges previously paid to Lender in excess of the amounts permitted by applicable law shall be applied by lender to reduce the principal of the indebtedness evidenced by the Note, or, at Lender's option, be refunded.
13. **Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.
14. **Borrower's Authorization for Disclosure of Financial Information.** Borrower hereby authorizes the holder of any mortgage, deed of trust or other encumbrance with a lien that has a priority over this Security Instrument to disclose any financial information requested in writing by the above-named Lender regarding Borrower's loan. Such information may include, but shall not be limited to, the following information: current loan balance, loan status, delinquency notices, tax and insurance receipts, hazard insurance policies and flood insurance policies, and any other information deemed necessary in its sole discretion by Lender. To the extent the lender may elect to do so, from time to time, the Borrower hereby authorizes Lender to cure wholly or in part any default or failure of performance under the terms of the prior Note and Security Instrument. The Borrower hereby indemnifies and agrees to hold harmless any Lender acting in reliance upon this provision from any and all liability and causes of action arising from actions taken pursuant to this provision, including, but not limited to, all attorney fees, costs and expenses incurred for any reason. This provision cannot be amended, revoked, superseded, or canceled prior to payment in full of the subordinate debt without the express written consent of the Lender. This provision of the Security Instrument may be continually used from time to time, and shall inure to the benefit of the Lender, its successors and assigns.
15. **Wavier of Notice of Intention and Accelerate.** Borrower waives the right to notice of intention to require payment in full of all sums secured by this Security Instrument except as provided in paragraph 7

16. Borrower must deliver to Wells Fargo Home Mortgage a properly signed HUD Partial Claim package, which includes, Partial Claims Promissory Note, Subordinate Deed of Trust, Notice of No Oral Agreements, and Errors and Omissions Compliance Agreement by **JANUARY 19, 2017**. If Borrower does not return a properly signed HUD Partial Claim package by this date and make all payments pursuant to the trial plan Agreement or any other required Pre-partial Claim payments, Wells Fargo Home Mortgage may deny or cancel the Partial Claim Agreement. If the Borrower returns a properly signed HUD Partial Claim package by said date, payments pursuant to the Partial Claim Agreement are due as outlined in this HUD Partial Claim package. Wells Fargo Home Mortgage may deny or cancel the Partial Claims Promissory Note if Borrower fails to make the first payment due as outlined in this HUD Partial Claim package.

Document is NOT OFFICIAL!
REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE UNDER SUPERIOR MORTGAGES OR DEED OF TRUST

Borrower and Lender request the holder of any Mortgage, Deed of Trust or other encumbrance with a lien which has priority over this Security Instrument to give Notice to Lender, at Lender's address set forth on page one of this Security Instrument, of any default under the superior encumbrance and of any sale or other foreclosure action.

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

IN WITNESS WHEREOF, Borrower has executed this Security Instrument.

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 Kyle Kalemba
[Printed Name]



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

JANINA P. ELZY 1-11-17
Date
[Space Below This Line for Acknowledgments]

BORROWER ACKNOWLEDGMENT

STATE OF Indiana,
COUNTY OF Lake

Before me, the undersigned, a Notary Public, in and for said County and State, Lake, Indiana
this 11th day of January 2017, personally appeared JANINA P ELZY, said person being over the age of 18 years, and acknowledged the execution of the foregoing instrument

WITNESS my hand and official seal.

Janice Marie Lee
Notary Public

Print Name: Janice Marie Lee

My commission expires on: Sept. 28, 2023

Residing in Lake County

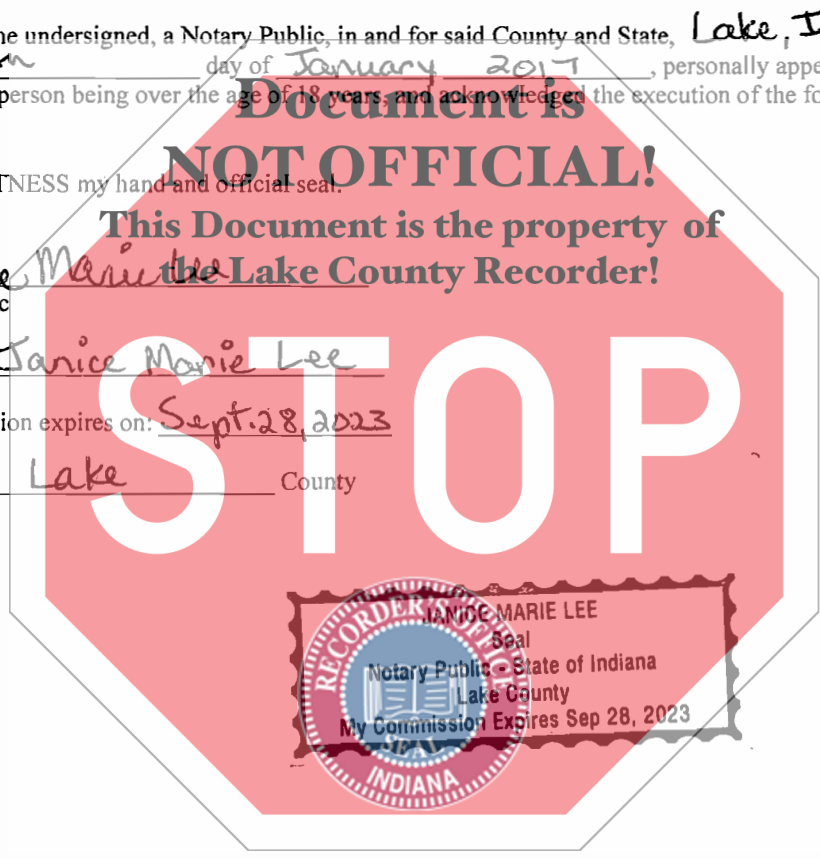


EXHIBIT A

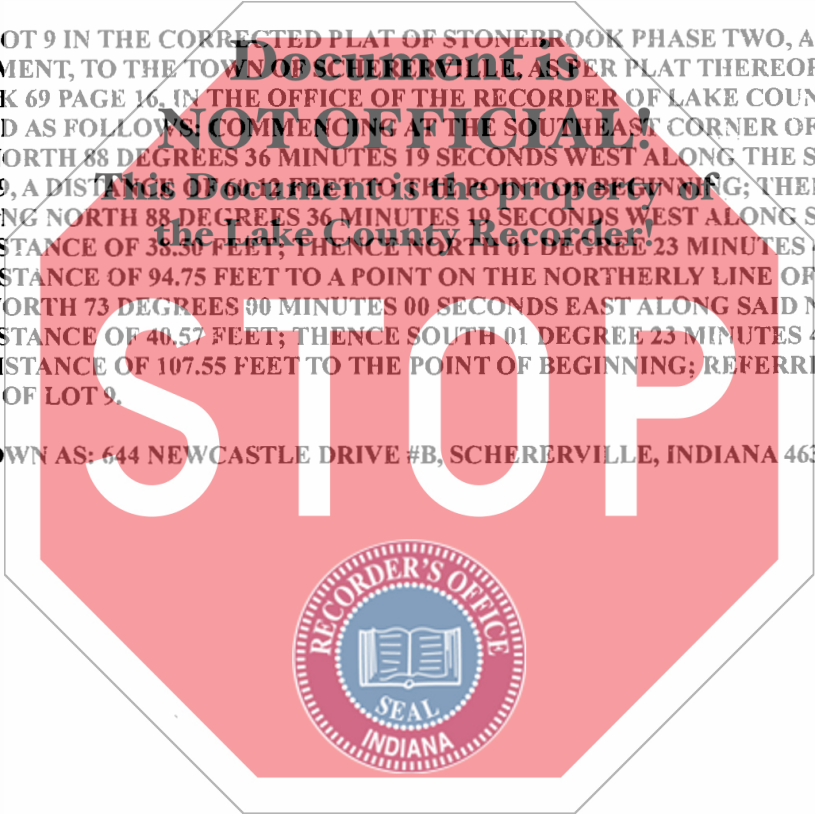
BORROWER(S): JANINA P ELZY

LOAN NUMBER: (scan barcode)

LEGAL DESCRIPTION:

PART OF LOT 9 IN THE CORRECTED PLAT OF STONEBROOK PHASE TWO, A PLANNED UNIT DEVELOPMENT, TO THE TOWN OF SCHERERVILLE, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 69 PAGE 16, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 9; THENCE NORTH 88 DEGREES 36 MINUTES 19 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT 9, A DISTANCE OF 60.12 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 88 DEGREES 36 MINUTES 19 SECONDS WEST ALONG SAID SOUTH LINE, A DISTANCE OF 38.50 FEET; THENCE NORTH 01 DEGREE 23 MINUTES 41 SECONDS EAST, A DISTANCE OF 94.75 FEET TO A POINT ON THE NORTHERLY LINE OF SAID LOT 9; THENCE NORTH 73 DEGREES 00 MINUTES 00 SECONDS EAST ALONG SAID NORTHERLY LINE, A DISTANCE OF 40.57 FEET; THENCE SOUTH 01 DEGREE 23 MINUTES 41 SECONDS WEST, A DISTANCE OF 107.55 FEET TO THE POINT OF BEGINNING; REFERRED TO AS PARCEL B OF LOT 9.

ALSO KNOWN AS: 644 NEWCASTLE DRIVE #B, SCHERERVILLE, INDIANA 46375



Date: JANUARY 4, 2017
Loan Number: (scan barcode)
Lender: SECRETARY OF HOUSING AND URBAN DEVELOPMENT
Borrower: JANINA P ELZY
Property Address: 644 NEWCASTLE DRIVE #B, SCHERERVILLE, INDIANA 46375

NOTICE OF NO ORAL AGREEMENTS

THIS WRITTEN LOAN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO ORAL AGREEMENTS BETWEEN THE PARTIES.

Receipt of Notice. The undersigned hereby admit to having each received and read a copy of this Notice on or before execution of the Loan Agreement. "Loan Agreement" means one or more promises, promissory notes, agreements, undertakings, security agreements, deeds of trust or other documents, or commitments, or any combination of those actions or documents, pursuant to which a financial institution loans or delays repayment of or agrees to loan or delay repayment of money, goods or any other thing of value or to otherwise extend credit or make a financial accommodation.

JANINA P ELZY

Janina P. Elzy
Document is NOT OFFICIAL!
This Document is the property of the Lake County Recorder!

1-11-17
Date

