

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2019 JUN 20 AM 8:46

MICHAEL B. BROWN
RECORDER

When recorded mail to: 12218827
FAMS-DTO Rec
3 First American Way
Santa Ana, CA 92707
Shellpo | 737.2 | PC REC
R4 FREY | Standard

2019 037032

IN SMS No 578451435 PC
This Instrument Prepared by:
Matthew Machac
Shellpoint Mortgage Servicing
55 Beattie Place Suite 110 (MS 157)
Greenville, SC 29601
Telephone: 866-825-2174

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Document is
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Document Date: 4/17/2019

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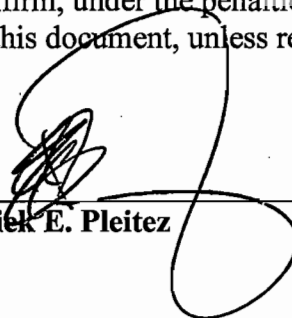
Borrower Name: **Michael Frey**
Property Address: **34 MIDWAY CT Hammond, IN, 46324 (Lake County)**
Lender Name: **Secretary of Housing and Urban Development**
Lender Address: **451 Seventh Street, SW, Washington DC 20410**
Current Servicer Name: **NewRez LLC F/K/A New Penn Financial LLC D/B/A Shellpoint Mortgage Servicing** in its capacity as

Servicer/Agent for Secretary of Housing and Urban Development
55 Beattie Place Suite 110 Greenville, SC 29601 (Greenville County)

Original Loan Amount: **\$38,500.00**
APN: **45061215501000000**
Legal Description: **See Exhibit A**



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.


Erick E. Pleitez

6-11-19
Date

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1810217
EM
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PARTIAL CLAIM MORTGAGE

THIS SUBORDINATE MORTGAGE ("Security Instrument") is given on April 17, 2019. The Mortgagor is MICHAEL FREY
Whose address is 34 MIDWAY CT , HAMMOND, IN 46324
("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 Thirty-eight thousand five hundred dollars and zero cents (U.S. \$38,500.00). 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 4/1/2049. 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 does hereby mortgage, warrant, grant and convey to the Lender, with the power of sale the following described property located in Lake County, IN: which has the address of 34 MIDWAY CT HAMMOND, IN 46324, ("Property Address");

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 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.
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 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.

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.



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[Signature]

(Seal)

4-29-19

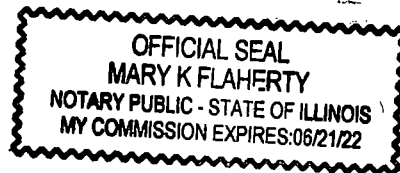
(Date)

MICHAEL FREY

Signed, acknowledged and delivered in the presence of:

Witness *[Signature]* (Seal)

Witness *[Signature]* (Seal)



State of Illinois

County of Cook

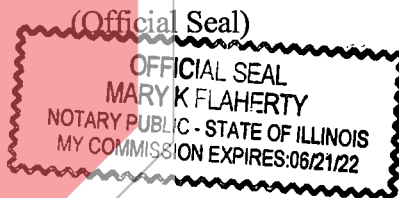
I certify that the following person(s) MICHAEL FREY and personally appeared before me this 29 day of APRIL, 20 19, and [] I have personal knowledge of the identity of the principal(s), [X] I have seen satisfactory evidence of the principal's identity, by a current state or federal identification evidence of the principal's identity photograph in the form of a DRIVER LICENSE or [] credible witness has sworn to the identity of the principal(s); each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated.

Witness my hand and official seal, this 29th day of April, 20 19

Notary Signature *[Signature]* (Seal)

Witness *[Signature]* (Seal)

Typed/Printed Name: Mary K. Flaherty
Notary Public, State of: Illinois
(VA Notaries) Reg. No.: _____
My Commission Expires: 6-21-22



Space Below this Line for Corporate Acknowledgement

NewRez LLC d/b/a Shellpoint Mortgage Servicing

Authorized Signer (Lender) Joshua Cook (Seal)

Printed Name/Title Tochivas Austin Supervisor

Signed, acknowledged and delivered in the presence of:

Witness El Bora (Seal)

Witness Archa Dyer (Seal)

State of SC

County of Greenville

I certify Tochivas Austin personally appeared before me this 1st day of May, 2019 and acknowledged that he or she is an authorized signer for NewRez LLC d/b/a Shellpoint Mortgage Servicing. I have personal knowledge of the identity of said officer, acknowledging to me that he or she voluntarily signed the foregoing document on behalf of the corporation for the purposes stated therein and in the capacity indicated.

Document is NOT OFFICIAL!

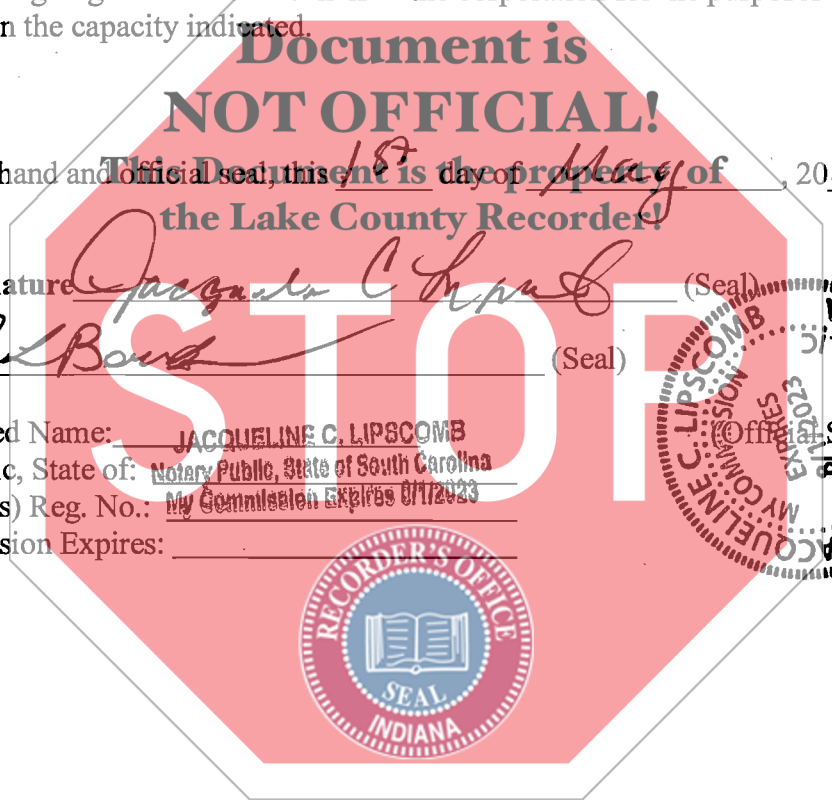
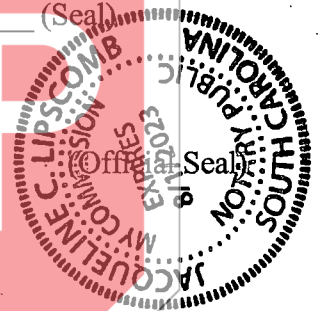
Witness my hand and official seal, this 1st day of May, 2019.

This Document is the property of the Lake County Recorder!

Notary Signature Jacqueline C Lipscomb (Seal)

Witness El Bora (Seal)

Typed/Printed Name: JACQUELINE C. LIPSCOMB
Notary Public, State of: Notary Public, State of South Carolina
(VA Notaries) Reg. No.: My Commission Expires 07/12/23
My Commission Expires: _____



Loan # 578451435

Exhibit A

THE LAND REFERRED TO IS SITUATED IN THE STATE OF INDIANA, COUNTY OF LAKE, AND DESCRIBED AS FOLLOWS:

LOT 21 IN RIDGEMOOR ADDITION TO HAMMOND, AS PER PLAT THEREOF, RECORDED NOVEMBER 10, 1924 IN PLAT BOOK 17 PAGE 22, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

