

2019-086201

2019 Dec 13

9:01 AM

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
MICHAEL B BROWN
RECORDER

6
↑
After recording please mail to:
SERVICELINK
LOAN MODIFICATION SOLUTIONS
3220 EL CAMINO REAL
IRVINE, CA 92602

The mailing address to which statements
should be mailed under IC 6-1.1-22-8.1 is:
VALERIE A. THOMAS
10451 REDWOOD DRIVE
SAINT JOHN, IN 46373

The mailing address of the grantee is:
VALERIE A. THOMAS
10451 REDWOOD DRIVE
SAINT JOHN, IN 46373

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[Space Above This Line For Recording Data]

FHA/VA Case No.: 156-2844581

Loan No.: 440181065

Investor Loan No: 217357930

19085150 Pruy
**INDIANA PARTIAL CLAIM MORTGAGE
(Secondary Lien)**

THIS SUBORDINATE MORTGAGE ("Security Instrument") is given on November 13, 2019. The Mortgagor is VALERIE A. THOMAS Whose address is 10451 REDWOOD DRIVE, SAINT JOHN, IN 46373 ("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 Seventeen Thousand Seventeen and 01/100ths Dollars (U.S. \$17,017.01). 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 December 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



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1060020408
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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, Indiana:

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

which has the address of **10451 REDWOOD DRIVE, SAINT JOHN, IN 46373**, ("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 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 Paragraph 4 of the Subordinate Note, 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 Secretary under this paragraph or applicable law.

Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in the Note or 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.

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 under Applicable Law.

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

**REQUEST FOR NOTICE OF DEFAULT
AND FORECLOSURE UNDER SUPERIOR
MORTGAGES OR DEEDS 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.



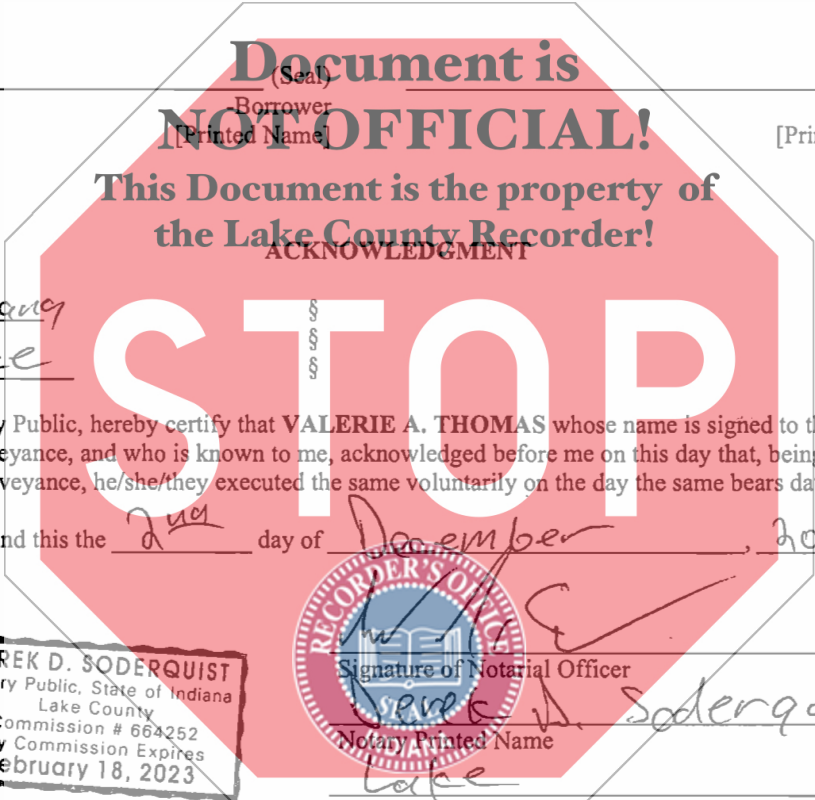
The following signature(s) and acknowledgment(s) are incorporated into and made a part of this Indiana Mortgage dated November 13, 2019 between VALERIE A. THOMAS, and Secretary of Housing and Urban Development.

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

Valerie A. Thomas (Seal)
VALERIE A. THOMAS -Borrower
[Printed Name]

____ (Seal)
____ -Borrower
[Printed Name]

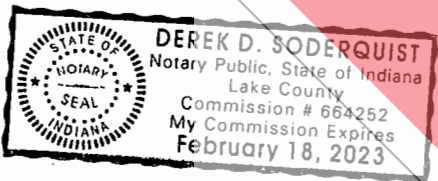
____ (Seal)
____ -Borrower
[Printed Name]



State of Indiana
County of Lake

I, a Notary Public, hereby certify that VALERIE A. THOMAS whose name is signed to the foregoing instrument or conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he/she/they executed the same voluntarily on the day the same bears date.

Given under my hand this the 2nd day of December, 2019.



Derek D. Soderquist
Signature of Notarial Officer
Derek D. Soderquist
Notary Printed Name
Lake
County Notarial Officer Resides

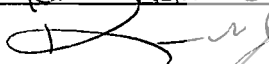
(Seal, if any)

My Commission Expires: 02/18/2023



This instrument was prepared by
KERI ADAMS
1601 LBJ FREEWAY SUITE 150
FARMERS BRANCH, TX 75234

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

Keri Adams


Document is NOT OFFICIAL!

Loan Originator Organization: Flagstar Bank, NMLSR ID: N/A
Individual Loan Originator's Name: N/A



EXHIBIT A

BORROWER(S): VALERIE A. THOMAS

LOAN NUMBER: 440181065

LEGAL DESCRIPTION:

STATE OF INDIANA, COUNTY OF LAKE, AND DESCRIBED AS FOLLOWS:

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THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF LAKE, STATE OF INDIANA, AND IS DESCRIBED AS FOLLOWS: "IN THE GATES OF ST. JOHN, UNIT 5, BEING A SUBDIVISION OF SECTION 3, TOWNSHIP 34 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 28, 2006 IN PLAT BOOK 99 PAGE 26, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT; THENCE NORTH 78 DEGREES 42 MINUTES 14 SECONDS WEST, ALONG THE SOUTH LINE OF SAID LOT 87.89 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG AN ARC OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 50.00 FEET, HAVING A CHORD BEARING OF NORTH 31 DEGREES 53 MINUTES 01 SECONDS WEST, 81.72 FEET TO A POINT OF COMPOUND CURVE; THENCE NORTHEASTERLY ALONG AN ARC OF A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 1310.00 FEET, HAVING A CHORD BEARING OF NORTH 15 DEGREES 47 MINUTES 44 SECONDS EAST 39.29 FEET; THENCE SOUTH 73 DEGREES 26 MINUTES 43 SECONDS EAST 140.00 FEET TO THE EAST LINE OF SAID LOT; THENCE SOUTH 14 DEGREES 40 MINUTES 21 SECONDS WEST, ALONG SAID EAST LINE, 79.40 FEET TO THE PLACE OF BEGINNING. PARCEL ID: 45-15-03-178-010.000-015

Parcel ID Number: 45-15-03-178-010.000-015
ALSO KNOWN AS: 10451 REDWOOD DRIVE, SAINT JOHN, IN 46373

