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2020-073429

2020 Oct 14

9:28 AM

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

This Document Prepared By:
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(888) 663-7374

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3 First American Way
Santa Ana, CA 92707
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Tax/Parcel #: 45-07-36-151-040.000-001

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This Document is the property of PHA Case No.: 156-393348 4 703
the Lake County Recorder. Loan No: 3413462352

PARTIAL CLAIMS MORTGAGE

THIS SUBORDINATE MORTGAGE ("Security Instrument") is given on **SEPTEMBER 30, 2020**. The mortgagor is **DENNIS AGEE, A SINGLE MAN** ("Borrower"), whose address is **1438 E ELM ST, GRIFFITH, INDIANA 46319**. This Security Instrument is given to the **Secretary of Housing and Urban Development**, whose address is **451 Seventh Street SW, Washington, DC 20410** ("Lender"). Borrower owes Lender the principal sum of **EIGHT THOUSAND FOUR HUNDRED FORTY-SIX DOLLARS AND 96 CENTS** Dollars (U.S. \$8,446.96). 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, 2048**.

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,

Handwritten initials and signatures: E, JTB, @SS100, LA 185685

warrant, grant and convey to the Lender, with power of sale, the following described property located in the COUNTY of LAKE, State of INDIANA:

which has the address of , 1438 E ELM ST, GRIFFITH, INDIANA 46319 (herein "Property Address");

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

Tax Parcel No. **45-07-36-151-040.000-001**

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

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 DAVID O'BRIEN.



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

Dennis Agee
Borrower **DENNIS AGEE**

10-2-2020
Date

[Space Below This Line for Acknowledgments]

[Signature]
Witness' Signature

Witness: Lesley James
Witness' Printed Name

BORROWER ACKNOWLEDGMENT

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me, a Notary Public in and for said County and State, personally appeared DENNIS AGEE [Grantor's Name] who acknowledged the execution of the foregoing instrument.

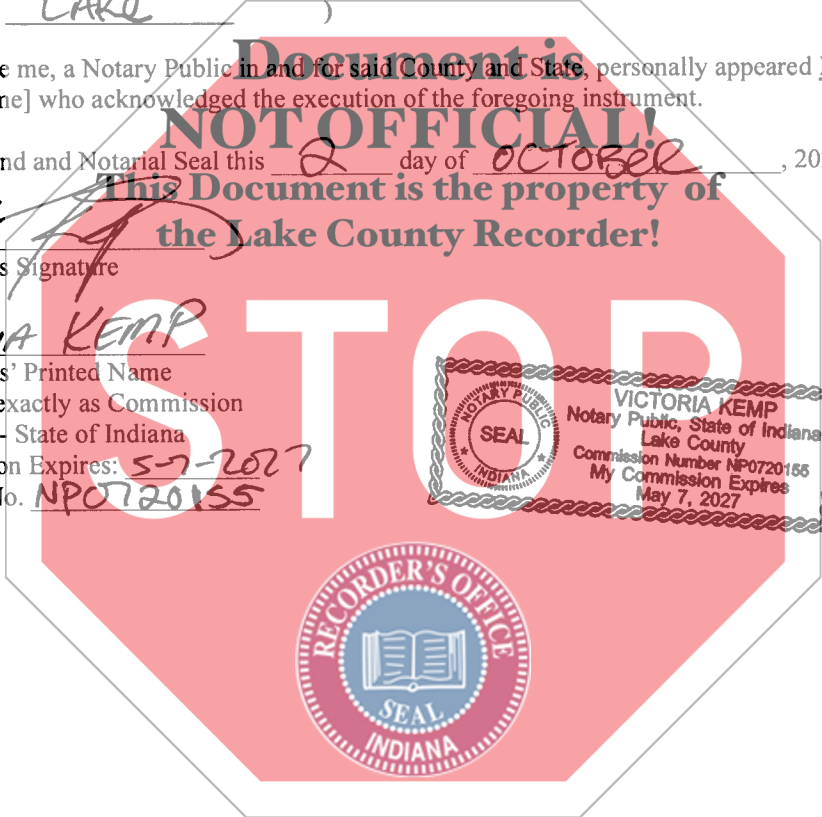
Witness my hand and Notarial Seal this 2 day of OCTOBER, 2020.

[Signature]
Notary Public's Signature

VICTORIA KEMP
Notary Public's Printed Name
Notary Name exactly as Commission
Notary Public - State of Indiana
My Commission Expires: 5-7-2027
Commission No. NP0720155



Seal



PROOF NOTARIAL CERTIFICATE:

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me, a Notary Public in and for said County and State, personally appeared Lestey James [Witness' Name], being known or proved to me to be the person whose name is subscribed as a witness to the foregoing instrument, who, being duly sworn by me, deposes and says that the foregoing instrument was executed and delivered by DENNIS AGEE [Grantor's Name] in the foregoing subscribing witness' presence.

Witness my hand and Notarial Seal this 2 day of OCTOBER, 2020.

[Signature]
Notary Public's Signature

Seal

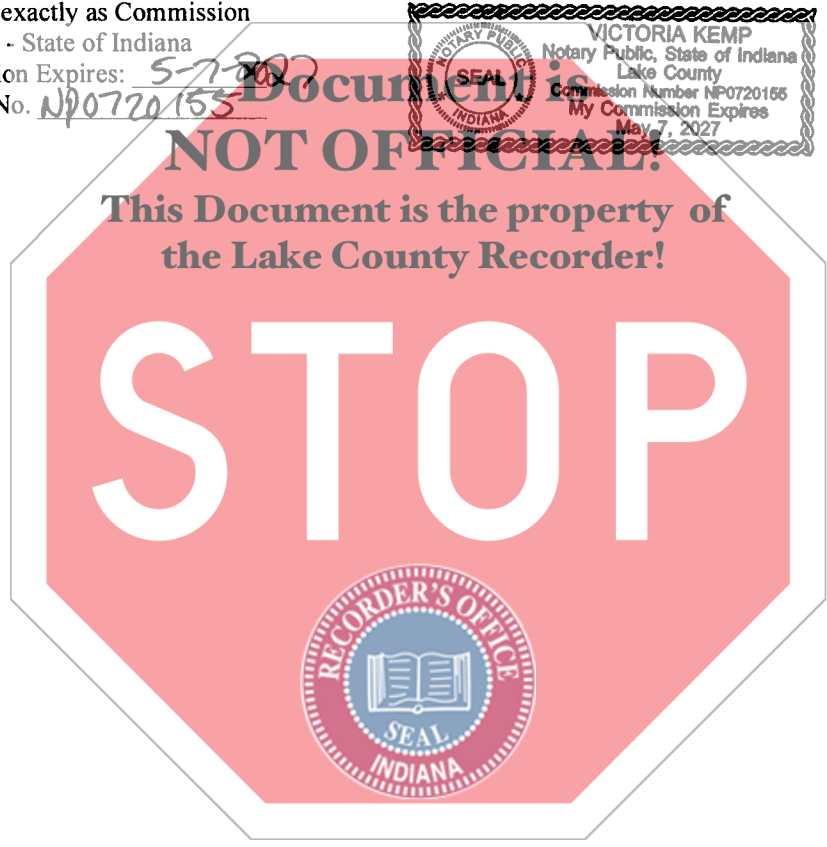
Victoria Kemp
Notary Public's Printed Name

Notary Name exactly as Commission

Notary Public - State of Indiana

My Commission Expires: 5-7-2027

Commission No. NP0720153



INDIVIDUAL ACKNOWLEDGMENT

State/Commonwealth of INDIANA
County of LAKE } ss.

On this the 2 day of OCTOBER, 2020, before me,
Day Month Year

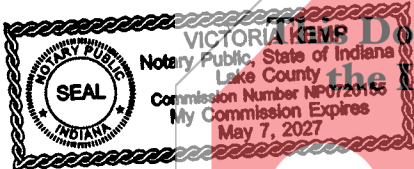
VICTORIA KEMP, the undersigned Notary Public,
Name of Notary Public

personally appeared Dennis Agee
Name(s) of Signer(s)

personally known to me – OR –
 proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same for the purposes therein stated.

WITNESS my hand and official seal.



Document is NOT OFFICIAL!

Document is the property of [Signature]
Signature of Notary Public

VICTORIA KEMP
Name of Notary Public

LAKE - May 7, 2027
Any Other Required Information
(Printed Name of Notary, Expiration Date, etc.)

Place Notary Seal/Stamp Above

OPTIONAL

This section is required for notarizations performed in Arizona but is optional in other states. Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: EEO / Compliance

Document Date: 10-2-2020 Number of Pages: 1Pg

Signer(s) Other Than Named Above: N/A

EXHIBIT A

THE LAND ASSOCIATED WITH THE PROPERTY ADDRESS REFERRED TO IN THIS DOCUMENT IS SITUATED IN THE CITY OF GRIFFITH, COUNTY OF LAKE AND STATE OF INDIANA, AND DESCRIBED AS FOLLOWS:

PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 36 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE EAST LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 36 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN, AND THE NORTH LINE OF THE MATHIAS HELFEN'S LAND (AS ALLEGED IN CAUSE NO. 5472 OF THE LAKE CIRCUIT COURT AND DESCRIBED THEREIN AS BEING 18.5 FEET NORTH OF THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER; THENCE EAST TO A POINT 8 FEET NORTH OF THE SOUTHEAST CORNER OF SAID QUARTER SECTION), THENCE WEST ALONG THE NORTH LINE OF MATHIAS HELFEN'S LAND AS MENTIONED ABOVE 130 FEET; THENCE NORTH PARALLEL TO THE EAST LINE OF THE EAST HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 36, 350 FEET; THENCE EAST ALONG A LINE WHICH IS 305 FEET NORTH OF AND PARALLEL TO THE NORTH LINE OF MATHIAS HELFEN'S LAND MENTIONED ABOVE, 130 FEET, TO THE EAST LINE OF THE EAST HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 36; THENCE SOUTH ALONG SAID EAST LINE 350 FEET TO THE POINT OF BEGINNING, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

APN: 45-07-36-151-040.000-001

