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SOLUTIONS
3220 EL CAMINO REAL
IRVINE, CA 92602



2020-081181

2020 Nov 8 9:45 AM

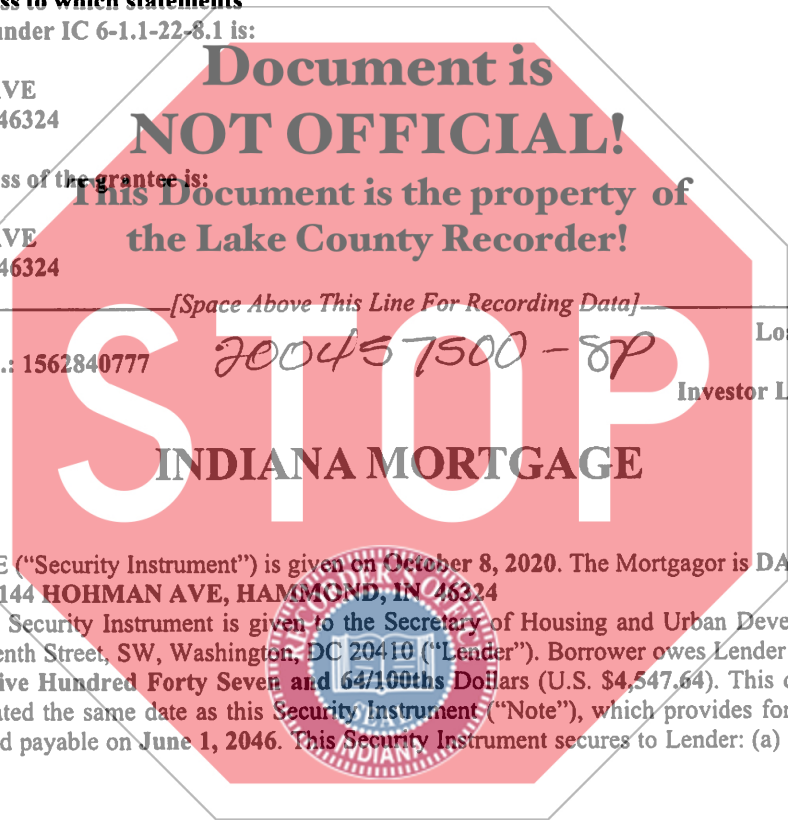
STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
MICHAEL B BROWN
RECORDER

The mailing address to which statements
should be mailed under IC 6-1.1-22-8.1 is:

DAVID GERARD
7144 HOHMAN AVE
HAMMOND, IN 46324

The mailing address of the grantee is:

DAVID GERARD
7144 HOHMAN AVE
HAMMOND, IN 46324



FHA/VA Case No.: 1562840777 *200457500-8P* Loan No.: 0623382308
Investor Loan No: 217125697

THIS MORTGAGE ("Security Instrument") is given on October 8, 2020. The Mortgagor is DAVID GERARD
Whose address is 7144 HOHMAN AVE, 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
Four Thousand Five Hundred Forty Seven and 64/100ths Dollars (U.S. \$4,547.64). 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 June 1, 2046. This Security Instrument secures to Lender: (a) the repayment of the
debt



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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, Indiana:

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

which has the address of **7144 HOHMAN AVE, 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 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 October 8, 2020 between DAVID GERARD, 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.

David Gerard
Borrower - David Gerard

Date: 10/28/20

ACKNOWLEDGMENT

State of In

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County of Lake

I, a Notary Public, hereby certify that DAVID GERARD 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 28th day of October, 2020.

This Document is the property of
the Lake County Recorder!



(Seal, if any)

Ladonna M Lipke
Signature of Notarial Officer
Ladonna M Lipke
Notary Printed Name
Lake
County Notarial Officer Resides
My Commission Expires: 4-25-27



CERTIFICATE OF PROOF

WITNESS to the signature(s) on the foregoing instrument to which this Proof is attached:

Witness:

[Handwritten Signature]
RMS SPOTTEN
Printed, Typewritten or Stamped Name

Date: 10/28/2020

State of In
County of Lake

Document is NOT OFFICIAL!
This Document is the property of the Lake County Recorder!

Before me, David General a Notary Public in and for said County and State, on 10-28-20 personally appeared the above name WITNESS to the foregoing instrument, who, being by me duly sworn, did depose and say that he/she knows Borrower to be the individual(s) described in and who executed the foregoing instrument; that said WITNESS was present and saw said Borrower execute the same; and that said WITNESS at the same time subscribed his/her name as a witness thereto.



[Handwritten Signature]
Signature of Notarial Officer
Ladonna M Lipke
Notary Printed Name
Commission No. NP0719988

(Seal) My Commission Expires: 4-25-27



This instrument was prepared by:
NICOLE L. HARWOOD
2100 EAST ELLIOT ROAD, BUILDING 94
TEMPE, AZ 85284

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 NICOLE L. HARWOOD (NAME).

Loan Originator Organization: NewRez LLC d/b/a Shellpoint Mortgage Servicing, NMLSR ID: 3114
Individual Loan Originator's Name NMLSR ID: N/A



EXHIBIT A

BORROWER(S): DAVID GERARD

LOAN NUMBER: 0623382308

LEGAL DESCRIPTION:

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

THE FOLLOWING REAL ESTATE IN LAKE COUNTY IN THE STATE OF INDIANA TO WIT: LOT "S" IN EGGBRECHT'S SECOND ADDITION TO HAMMOND, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 19 PAGES 6, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA. BEING THE SAME PREMISES CONVEYED UNTO DAVID GERARD, BY VIRTUE OF DEED FROM ROBERT NIX AND KATHLEEN NIX, HUSBAND AND WIFE DATED JULY 19, 1991, RECORDED AUGUST 1, 1991 IN INSTRUMENT NO. 91038673, LAKE COUNTY, IN.

**Parcel ID Number: 45-06-12-376-015.000-023
ALSO KNOWN AS: 7144 HOHMAN AVE, HAMMOND, IN 46324**

