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

2020-086162

2020 Nov 24

8:30 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: SCOTT A. THORNE 6919 ASH AVENUE GARY, IN 46403-2014

The mailing address of the grantee is: SCOTT A. THORNE 6919 ASH AVENUE GARY, IN 46403-2014

-[Space Above This Line For Recording Data]-

FHA/VA Case No.: 156-4050314

# Document is

200 416357

## NDIANA MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on October 9, 2020? The Mortgagor is SCOTT A. THORNE Whose address is 6919 ASH AVENUE, CARYON 66403-201Recorder!

("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 Six Thousand Eighty Four and 75/100ths Dollars (U.S. \$6,084.75). 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 April 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, Indiana:

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

Indiana Mortgage-Single Family

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which has the address of 6919 ASH AVENUE, GARY, IN 46403, ("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

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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.

  This Document is the property of
  - 9. Waiver of Valuation and Appraisement. Borrower waives all right of valuation and appraisement.

# REQUEST FOR NOTICE OF DEFAULT -AND FORECLOSURE UNDER SUPERIORMORTGAGES 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 9, 2020 between SCOTT A. THORNE, and Secretary of Housing and Urban Development.

Indiana Mortgage-Single Family

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BY SIGNING BELOW, B Instrument and in any Rider execute	orrower accepts a	nd agrees to the terms and o	covenants cont	ained in this Security
			Data	10126120
Borrower - SCOTT A. THORNE			_ Date:	10126120
	ACKNO	OWLEDGMENT		
State of $/N$	· §	. *		
State of $N$ County of $Cake$	· § §			
	is known to me, a	T A. THORNE whose nan acknowledged before me on same voluntarily on the day	this day that, b	eing informed of the
Given under my hand this the $20$	UH day of _	OCTOBEL		2020,
	-	Signature of Notarial Office		t
	Docu	Notary Printed Name  Ment 18		
(Seal, if any)  This		County Notarial Officer Res HICLAL My Commission Expires: is the property	-> 1 -	
	e Lake Co	SEAL COMMISSION MY COMMISSION	L. WITVOET State of Indiana County on # 700886 esion Expires 5, 2025	
		ER'S OF THE PROPERTY OF THE PR		
Indiana Mortgage-Single Family		Page 4 of 7		19028IN 06/19

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### **CERTIFICATE OF PROOF**

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

Witness:	Date:	<u>jo124120</u>
Printed, Typewritten or Stamped Name		
State of $N$ §  County of $A$ §		
Before me,	g instrume ) described	ent, who, being by I in and who
the Lake County Recorder!  Signature of Notarial Officer	Itures 17voet	£
DEBORAH L. WITVOET Notary Public, State of Indiana Lake County Commission # 700886 My Commission Expires May 25, 2025  Commission No. 700886 My Commission Expires May 25, 2025	25-25	
Indiana Mortgage-Single Family Page 5 of 7		19028IN 06/1

This instrument was prepared by: JAMES FAIRALL 6101 CONDOR DRIVE, SUITE 200 MOORPARK, CA 93021

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 JAMES FAIRALL (NAME).

Loan Originator Organization: PennyMac Loan Services, LLC, NMLSR ID: 35953 Individual Loan Originator's Name NMLSR ID: N/A



### **EXHIBIT A**

**BORROWER(S): SCOTT A. THORNE** 

LOAN NUMBER: 8-22949472

LEGAL DESCRIPTION:

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

ALL OF LOT NO. THIRTY-EIGHT (38) AND THE WEST TWENTY (20) FEET OF LOT NO. THIRTY-SEVEN (37), MEASURED BY PARALLEL LINES WITH THE WEST LINE OF LOT NO. 37 IN BLOCK J, AS MARKED AND LAID DOWN ON THE RECORDED PLAT OF GARY BEACH 2ND SUBDIVISION, IN THE CITY OF GARY, AS THE SAME APPEARS OF RECORD IN PLAT BOOK 21, PAGE 58, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

Parcel ID Number: 45-05-32-377-003,000-004 Cument is
ALSO KNOWN AS: 6919 ASH AVENUE, GARY, IN 46403

This Document is the property of the Lake County Recorder!

STOP

Indiana Mortgage-Single Family