

GINA PIMENTEL
RECORDER

2021-012744

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

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This Document Prepared By:
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When recorded mail to: 13111797
FAMS-DTO Rec ██████████ LLC
3 First American Way ██████████ ;
Santa Ana, CA 92707
Carring | 31982.1 | PC REC :00A
X-IN USHER | Standard

Tax/Parcel #: 45-11-29-101-019.000-035

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FHA Case No.: 1560877961703
Loan No: 7000286810

PARTIAL CLAIMS MORTGAGE

THIS SUBORDINATE MORTGAGE ("Security Instrument") is given on **DECEMBER 17, 2020**. The mortgagor is **BRYAN USHER AND STACY USHER** ("Borrower"), whose address is **12701 PAINTBRUSH CT, SAINT JOHN, INDIANA 46373**. This Security Instrument is given to the **Secretary of Housing and Urban Development**, his/her successors and assigns, whose address is **451 Seventh Street SW, Washington, DC 20410** ("Lender"). Borrower owes Lender the principal sum of **THIRTEEN THOUSAND EIGHT HUNDRED THIRTY-FIVE DOLLARS AND 34 CENTS** Dollars (U.S. \$13,835.34). 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 **AUGUST 1, 2041**.

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, with interest, 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 irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the COUNTY of LAKE, State of INDIANA:

which has the address of, **12701 PAINTBRUSH CT, SAINT JOHN, INDIANA 46373** (herein "Property Address");

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

Tax Parcel No. 45-11-29-101-019.000-035

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CCH 10/02/21/16
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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 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 7 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. **Release.** Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to release this Security Instrument and shall surrender all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall release this Security Instrument. Borrower shall pay any recordation costs.

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

10. If the Borrower is currently subject to the protections of any automatic stay in bankruptcy, or have obtained a discharge in bankruptcy proceeding without reaffirming the mortgage loan debt, nothing in this Agreement or any other document executed in connection with this Agreement shall be construed as an attempt by Lender to impose personal liability under the Promissory Note and Partial Claims Mortgage. In such case, this Agreement is entered into in the ordinary course of business between the Lender and the Borrower in lieu of pursuit of interim relief to enforce the lien. This Agreement does not revive the Borrower's personal liability under the Promissory Note and Partial Claims Mortgage, nor is it an attempt to collect, recover or offset any such debt as a personal liability of Borrower under the Promissory Note and Partial Claims Mortgage.

I affirm, under the penalties of perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law SHANNON MITCHELL.

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

Stacy Usher
 Borrower: **STACY USHER** 1-25-2021
Date
[Signature]
 Borrower: **BRYAN USHER** 1-25-2021
Date
 _____ [Space Below This Line for Acknowledgments] _____

Frances Kutulas
 Witness' Signature
 Witness: FRANCES KUTULAS
 Witness' Printed Name



HEIDI MCCARTHY, Notary Public
 Lake County, State of Indiana
 My Commission Expires September 6, 2021

BORROWER ACKNOWLEDGMENT

STATE OF INDIANA)
) SS:
 COUNTY OF Lake

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

Witness my hand and Notarial Seal this 25th day of January, 2020 2021 (HM)

Heidi McCarty
 Notary Public's Signature Seal

Heidi McCarthy
 Notary Public's Printed Name
 Notary Name exactly as Commission
 Notary Public - State of Indiana
 My Commission Expires: 9/6/21
 Commission No. (N/A) (HM)

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PROOF NOTARIAL CERTIFICATE:

STATE OF INDIANA)
) SS:
COUNTY OF Lake)

Before me, a Notary Public in and for said County and State, personally appeared Frances Kutular [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 STACY USHER, BRYAN USHER [Grantor's Name] in the foregoing subscribing witness' presence.

Witness my hand and Notarial Seal this 25th day of January, 2020: 2021 (Hm)

Heidi McCarthy
Notary Public's Signature

Seal

Heidi McCarthy
Notary Public's Printed Name
Notary Name exactly as Commission
Notary Public - State of Indiana
My Commission Expires: 9/6/21
Commission No. N/A (Hm)



HEIDI MCCARTHY, Notary Public
Lake County, State of Indiana
My Commission Expires September 6, 2021

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EXHIBIT A

BORROWER(S): BRYAN USHER AND STACY USHER

LOAN NUMBER: 7000286810

LEGAL DESCRIPTION:

The land referred to in this document is situated in the TOWN OF ST. JOHN, COUNTY OF LAKE, STATE OF IN, and described as follows:

LOT 44 SUN MEADOWS UNIT 1, AN ADDITION TO THE TOWN OF ST. JOHN, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 67 PAGE 27, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

ALSO KNOWN AS: 12701 PAINTBRUSH CT, SAINT JOHN, INDIANA 46373