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## Subordinated Mortgage

Order No.: 210205856  
Loan No.: 207020702

Recording Requested By and  
When Recorded Return To:  
ServiceLink  
Loan Modification Solutions  
3220 El Camino Real  
Irvine, CA 92602  
(800) 323-0165

Prepared By: Jeff Hummer  
Fifth Third Bank  
5001 Kingsley Drive  
Cincinnati, OH 45227  
513-358-2637

Space above for recording.

**SUBORDINATE MORTGAGE**  
513 Bank MOI MOBIK  
5001 Kingsley Dr.  
Cincinnati, OH, 45227

**FIFTH THIRD BANK**  
MADISONVILLE OFFICE BUILDING  
5001 KINGSLEY DRIVE  
Mail Drop 1MOB-AL  
CINCINNATI, OH 45227-1114

Prepared By:  
Jeff Hammer  
513-358-2637  
Jeff Hammer

210205856 207020702

FHA Case No.  
1561895026

Date: March 20, 2021  
Account: \*\*\*\*\*0702

THIS SUBORDINATE MORTGAGE is given on March 20, 2021. The Mortgagor is: ANDREA HORBROOK whose address is:

Origin: 10/23/2013

1013-1015 MAY AVENUE  
HAMMOND, IN, 46320

Record: 11/13/2013

Inst #: 2013084428

This Security Instrument is given to the Secretary of Housing and Urban Development, and whose address is 451 Seventh Street SW, Washington, D.C. 20410. Borrower owes Lender the principal sum of Six Thousand Three Hundred Seventy and 40/100 (U.S. \$6,370.40). This debt is evidenced by Borrower's note dated the same date as this Security Instrument, which provides for the full debt, if not paid earlier, due and payable on 11/01/2043.

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 the 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 power of sale the following described property located in

Lake County, IN: Parcel : 45-07-06-128-001.000-023  
45-07-06-128-002.000-023

which has the address of:

1013-1015 MAY AVENUE  
HAMMOND, IN, 46320

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. This Security Instrument shall also cover all replacements and additions. 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 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 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 successor 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 provide 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 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, D.C. 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.**

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 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 Lender under this paragraph or applicable law.

# NOT AN OFFICIAL DOCUMENT

LAKE COUNTY, ILLINOIS, 2023-06-30, p. 4

By signing this document, you are agreeing to the terms and conditions stated herein.

Andrea Horbrook  
ANDREA HORBROOK - Borrower

3-26-21  
Date

### INDIVIDUAL ACKNOWLEDGMENT

STATE OF IL, COUNTY OF Cook ss.

Before me a Notary Public in and for said County and State personally appeared ANDREA HORBROOK, who is/are personally known to me or who has produced sufficient evidence of identification and who did take an oath and who executed the foregoing conveyance to Fifth Third Bank, National Association and severally acknowledged the execution thereof to be his/her free act and deed for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto affixed my name and official seal this 27<sup>th</sup> day of March 2021

Suzanne M Walsh-Rush  
Notary Public  
My Commission Expires 06/27/21



DO NOT WRITE BELOW THIS LINE. FOR FIFTH THIRD USE ONLY.

CORPORATE ACKNOWLEDGEMENT  
Kimberly Taylor

Kimberly Taylor  
Officer  
513-358-3303 (Seal)

FIFTH THIRD BANK, NATIONAL ASSOCIATION

STATE OF Ohio, COUNTY OF Hamilton ss.

Before me, a Notary Public in and for said County and State personally appeared Fifth Third Bank, National Association by Kimberly Taylor its Officer, the individual who executed the foregoing instrument and acknowledged that she/he did read the same and did sign the foregoing instrument and that the same is her/his free act and deed and the free act and deed of Fifth Third Bank, National Association.

IN WITNESS WHEREOF, I have hereunto affixed my name and official seal this 31 day of March 2021

Diann R. Beaty  
Notary Public  
My Commission Expires 11-16-2023

\*Fifth Third Bank as successor by merger to FB Financial Bank NA\*



DIANN R. BEATY  
Notary Public, State of Ohio  
My Commission Expires 11-16-2023

State of IL  
 ) SS  
County of COOK

EXECUTED AND DELIVERED in my presence:

[Signature]  
Witness Signature  
SARAH PATTERSON  
Witness Name

Before me, a Notary Public in and for said County and State, this 27 day of March 2021, personally appeared the above named WITNESS to the foregoing instrument, who, being by me duly sworn, did depose and say that he/she knows Grantor to be the individual(s) described in and who executed the foregoing instrument; that said WITNESS was present and saw said Grantor execute the same; and that said WITNESS at the same time subscribed his/her name as a witness thereto.

My Commission Expires: 6.27.21 [Signature]  
Notary Public

NOTARY SEAL:



County of Lake County Recorder

Effective July 1, 2006

I.C. 36-2-11-15, the following affirmation statement must be included on most documents to be accepted for recording in County Recorders' offices in the State of Indiana:

*"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.*

*J.H. Hemmer*  
\_\_\_\_\_  
[Signed, printed or stamped name of individual]"

The following documents are exempt from the above requirement: Writ of a Court, Federal Tax Lien, Federal Lien Release, DD214, UCC. All other documents notarized in the State of Indiana (regardless of where they are prepared) require the affirmation statement. See I.C. 36-2-7.5 through I.C. 36-2-7.5-12 for a timeline of further requirements and implementation.

**EXHIBIT "A"**

Property Address: 1013-1015 May Avenue, Hammond, IN 46320  
File No.: 13-37202

Lot Numbered One (1) and the West 1 foot of Lot Numbered Two (2), in Hammond Realty Company's Addition to the City of Hammond, as shown in Plat Book 9, Page 17, in the Office of the Recorder of Lake County, Indiana.

Tax ID Number(s):  
26-34-0022-0075      45-07-06-128-001.000-023  
26-34-0022-0001      45-07-06-128-002.000-023

Property of Lake County Recorder