

# NOT AN OFFICIAL DOCUMENT

2022-526791  
06/29/2022 01:11 PM  
TOTAL FEES: 55.00  
BY: JAS  
PG #: 5

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD  
GINA PIMENTEL  
RECORDER

This Document Prepared By:  
**SHANNON MITCHELL**  
CARRINGTON MORTGAGE SERVICES, LLC  
CARRINGTON DOCUMENT SERVICES  
1600 SOUTH DOUGLASS ROAD, SUITE 200A  
ANAHEIM, CA 92806  
(866) 874-5860

When Recorded Mail To:  
CARRINGTON MORTGAGE SERVICES, LLC  
C/O LOSS MITIGATION POST CLOSING  
DEPARTMENT  
1600 SOUTH DOUGLASS ROAD, SUITE 200A  
ANAHEIM, CA 92806

Tax/Parcel #: 45-15-03-155-012.000-015

[Space Above This Line for Recording Data]

FHA Case No.: 15-64-5-9436170

Loan No: 4000852291

9292 BRIAR LANE, SAINT JOHN, INDIANA 46373  
(herein "Property Address")

## PARTIAL CLAIMS MORTGAGE

THIS SUBORDINATE MORTGAGE ("Security Instrument") is given on JUNE 7, 2022. The mortgagor is **BRIAN MAZIQUE AND PORCHA MAZIQUE HUSBAND AND WIFE AS JOINT TENANTS** ("Borrower"), whose address is 9292 BRIAR LANE, 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 **TWENTY-SEVEN THOUSAND EIGHT HUNDRED SIXTY-TWO DOLLARS AND 93 CENTS** Dollars (U.S. \$27,862.93). 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 **MAY 1, 2050**.

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, **9292 BRIAR LANE, SAINT JOHN, INDIANA 46373** (herein "Property Address");

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

Tax Parcel No. 45-15-03-155-012.000-015

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 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.

# NOT AN OFFICIAL DOCUMENT

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

Borrower: BRIAN MAZIQUE

6-23-22  
Date

Borrower: PORCHA MAZIQUE

6-23-22  
Date

[Space Below This Line for Acknowledgments]

### BORROWER ACKNOWLEDGMENT

STATE OF INDIANA )  
COUNTY OF LAKE ) SS:

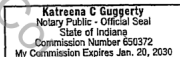
Before me, a Notary Public in and for said County and State, personally appeared BRIAN MAZIQUE, PORCHA MAZIQUE [Grantor's Name] who acknowledged the execution of the foregoing instrument.

Witness my hand and Notarial Seal this 23rd day of June 2022

Notary Public's Signature

*Katreena C Guggerty*

Seal



Notary Public's Printed Name

Notary Name exactly as Commission

Notary Public - State of Indiana

My Commission Expires: 6-30-24 1-20-30

Commission No. 650372

# NOT AN OFFICIAL DOCUMENT

## EXHIBIT A

**BORROWER(S): BRIAN MAZIQUE AND PORCHA MAZIQUE HUSBAND AND WIFE AS JOINT TENANTS**

**LOAN NUMBER: 4000852291**

**LEGAL DESCRIPTION:**

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

TRACT 280, LOT "C" IN THE GATES OF ST. JOHN, -UNIT 6C (EXCEPT THE EAST 124.00' THEREOF), BEING A SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 34 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 11, 2016 IN PLAT BOOK 109, PAGE 26, AS DOCUMENT 2016-054642, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

**ALSO KNOWN AS: 9292 BRIAR LANE, SAINT JOHN, INDIANA 46373**