

# NOT AN OFFICIAL DOCUMENT

2023-517439  
06/07/2023 08:35 AM  
TOTAL FEES: 55.00  
BY: JAS  
PG #: 5  
RECORDED AS PRESENTED

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD  
GINA PIMENTEL  
RECORDER

Return to: DMI MORTGAGE SERVICING  
717 N HARWOOD ST STE 1600  
DALLAS, TX 75201-6526

Loan No: 1464461464 [Space Above This Line For Recording Data] Data ID: 852  
Borrower: TY A MARRS

FHA Case No.  
156-4592672 703

## PARTIAL CLAIM MORTGAGE

THIS SUBORDINATE MORTGAGE ("Security Instrument") is given on May 5, 2023. The Mortgagor is TY A MARRS, MARRIED MAN, whose address is 7238 CHESTNUT 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 THIRTY-FOUR THOUSAND SIX HUNDRED EIGHTEEN and 69/100 Dollars (U.S. \$34,618.69). 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, 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, 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 hereby does mortgage, grant, and convey to Lender and Lender's successors and assigns the following described property located in the County of LAKE, Indiana;

INDIANA FHA PARTIAL CLAIM SECURITY INSTRUMENT

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June 2015

(Page 1 of 4 Pages)

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SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF

which has the address of 7238 CHESTNUT AVE,

HAMMOND, INDIANA

[Street]

46324  
[Zip Code]

("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 also shall 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 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.

**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 (but not prior to acceleration unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date 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 further shall inform Borrower of the right to reinstate after acceleration and the right to assert in the judicial proceeding the non-existence of a default or any other defense of Borrower to acceleration and sale. 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 to the extent permitted by Applicable Law shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Paragraph 7, including without limitation 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 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.

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

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Loan No: 1464461464

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BY SIGNING BELOW, Borrower accepts and agrees to the terms contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

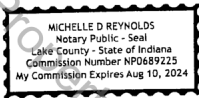
Ty A MARRS (Seal)  
TY A MARRS —Borrower

[Space Below This Line For Acknowledgment]

State of Indiana §  
County of Lake §

Before me, Michelle D Reynolds, a Notary Public, this 19<sup>th</sup> day of May 2023,  
2023, personally appeared TY A MARRS who acknowledged the execution of the annexed Mortgage.

[Seal]



Michelle D Reynolds Notary Public

Michelle D Reynolds  
(Printed Name)

Porter  
County of Residence

My commission expires: 8/10/2024

Prepared by: Regina M. Uhl  
AsurityDocs  
717 N. Harwood, Suite 1600  
Dallas, TX 75201

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, Regina M. Uhl, AsurityDocs.

# NOT AN OFFICIAL DOCUMENT

Loan No: 1464461464  
Borrower: TY A MARRS

Data ID: 852

## LEGAL DESCRIPTION

FOR APN/PARCEL ID(S): 45-07-07-454-016.000-023

THE SOUTH 50 FEET OF THAT PART OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 7, TOWNSHIP 36 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN, DESCRIBED AS: COMMENCING AT THE INTERSECTION OF THE WEST LINE OF CHESTNUT AVENUE AND THE CENTER LINE OF VACATED 172ND PLACE, AS SHOWN ON VACATED PLAT OF COLUMBIA ADDITION, IN THE CITY OF HAMMOND; THENCE SOUTH 150.42 FEET ALONG THE WEST LINE OF CHESTNUT AVENUE TO THE SOUTHEAST CORNER OF LOT 9, BLOCK 6, IN SAID VACATED COLUMBIA ADDITION TO THE CITY OF HAMMOND; THENCE WEST 200 FEET ALONG THE NORTH LINE OF VACATED ALLEY TO THE SOUTHWEST CORNER OF LOT 12, BLOCK 6, IN SAID VACATED SUBDIVISION; THENCE NORTH 150.42 FEET ALONG THE WEST LINE OF SAID LOT 12, TO THE INTERSECTION OF CENTERLINE OF VACATED 172ND PLACE; THENCE EAST 200 FEET ALONG SAID CENTERLINE OF VACATED 172ND PLACE TO THE POINT OF BEGINNING, IN THE CITY OF HAMMOND, LAKE COUNTY, INDIANA.

THE SOUTH 10 FEET OF THAT PART OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 7, TOWNSHIP 36 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN, DESCRIBED AS: COMMENCING AT THE INTERSECTION OF THE WEST LINE OF CHESTNUT AVENUE AND THE CENTER LINE OF VACATED 172ND PLACE, AS SHOWN ON VACATED PLAT OF COLUMBIA ADDITION, IN THE CITY OF HAMMOND; THENCE SOUTH 160.42 FEET ALONG THE WEST LINE OF CHESTNUT AVENUE TO A POINT 10 FEET SOUTH OF THE SOUTHEAST CORNER OF LOT 9, BLOCK 6, IN SAID VACATED COLUMBIA ADDITION TO THE CITY OF HAMMOND; THENCE WEST 200 FEET ALONG THE CENTER LINE OF VACATED ALLEY TO A POINT 10 FEET SOUTH OF THE SOUTHWEST CORNER OF LOT 12, BLOCK 6 IN SAID VACATED SUBDIVISION; THENCE NORTH 160.42 FEET ALONG THE WEST LINE OF SAID LOT 12, TO THE INTERSECTION OF CENTERLINE OF VACATED 172ND PLACE; THENCE EAST 200 FEET ALONG SAID CENTERLINE OF VACATED 172ND PLACE TO THE POINT OF BEGINNING, IN THE CITY OF HAMMOND, LAKE COUNTY, INDIANA.

County Recorder