

02-53434  
07/18 2023 01:53 PM  
LOCAL TEST: EE:00  
BY: JAS  
PG #: 5  
RECORDED AS PRESENTED

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD  
GINA PIMENTEL  
RECORDER

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

The mailing address to which statements  
should be mailed under IC 6-1.1-22-8.1 is:  
ALEJANDRO GARCIA  
7428 ALABAMA AVENUE  
HAMMOND, IN 46323

The mailing address of the grantee is:  
ALEJANDRO GARCIA  
7428 ALABAMA AVENUE  
HAMMOND, IN 46323

[Space Above This Line For Recording Data]

Loan No.: 0093936771

Investor Loan No: 0232217913  
FHA Case #: 001565514563703203B

230451643-MT

14831324

## INDIANA MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on **September 19, 2023**. The Mortgagor is **ALEJANDRO GARCIA, INDIVIDUALLY**

Whose address is **7428 ALABAMA AVENUE, HAMMOND, IN 46323** ("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 **Seven Thousand Six Hundred Sixty Four and 68/100ths Dollars (U.S. \$7,664.68)**. 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, 2052**. 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:

which has the address of **7428 ALABAMA AVENUE, HAMMOND, IN 46323**, ("Property Address");

This Mortgage is subordinate to the Mortgage between **ALEJANDRO GARCIA, INDIVIDUALLY**, as nominee for **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ACTING SOLELY AS NOMINEE FOR AMERIHOMEMORTGAGE COMPANY, LLC**, as Lender, dated **April 15, 2022** and recorded on **April 21, 2022** in the real property records of **LAKE County** in Book, Volume, or Liber No. **N/A**, at Page **N/A** (or as Instrument Number **2022-516822**) in the amount of **\$167,887.00**, as assigned and/or modified, if applicable.



# NOT AN OFFICIAL DOCUMENT

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 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.



# NOT AN OFFICIAL DOCUMENT

**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.

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

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**REQUEST FOR NOTICE OF DEFAULT  
AND FORECLOSURE UNDER SUPERIOR  
MORTGAGES OR DEEDS OF TRUST**

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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 September 19, 2023 between ALEJANDRO GARCIA, INDIVIDUALLY, and M&T Bank in its capacity as Servicer/Agent for Secretary of Housing and Urban Development.



# NOT AN OFFICIAL DOCUMENT

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

*Alejandro Garcia*  
Borrower - **ALEJANDRO GARCIA**

Date: 09/06/2023

### ACKNOWLEDGMENT

State of Indiana §  
County of Deke §

I, a Notary Public, hereby certify that **ALEJANDRO GARCIA** whose name is signed to the foregoing instrument or conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he/she/they executed the same voluntarily on the day the same bears date.

Given under my hand this the 26 day of September, 2023.



*Larry L. Emsweller*  
Signature of Notarial Officer  
Lake County Notary  
Larry L. Emsweller

Notary Printed Name

Deke  
County Notarial Officer Resides

My Commission Expires 06/23/2025

(Seal, if any)

This instrument was prepared by:  
**DESIREE SCHROEDER**  
475 CROSSPOINT PKWY  
GETZVILLE, NY 14068

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  
**DESIREE SCHROEDER (NAME).**

Loan Originator Organization: **M&T BANK, NMLSR ID: N/A**  
Individual Loan Originator's Name NMLSR ID: N/A



# NOT AN OFFICIAL DOCUMENT

## EXHIBIT A

**BORROWER(S): ALEJANDRO GARCIA, INDIVIDUALLY**

**LOAN NUMBER: 0093936771**

**LEGAL DESCRIPTION:**

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

**THE FOLLOWING DESCRIBED REAL ESTATE IN LAKE COUNTY, IN THE STATE OF INDIANA,  
TO WIT:**

**THE NORTH 21 1/2 FEET OF LOT NUMBERED 35, ALL OF LOT NUMBERED 36 AND THE SOUTH 18  
FEET OF LOT NUMBERED 37 IN BLOCK 2 IN J.R. BRANT'S PARKVIEW ADDITION IN HAMMOND,  
AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 20, PAGE 21 IN THE OFFICE OF THE  
RECORDER OF LAKE COUNTY, INDIANA.**

**SUBJECT TO REAL ESTATE TAXES NOW DUE AND PAYABLE AND THEREAFTER.**

**SUBJECT TO COVENANTS, RESTRICTIONS AND EASEMENTS OF RECORD.**

**BEING THE SAME PROPERTY CONVEYED TO ALEJANDRO GARCIA, INDIVIDUALLY, BY OLGA  
RUTH CHOVANEC, IN DEED DATED 7/7/2016 RECORDED 7/15/2016 IN INST# 2016043701 IN THE  
COUNTY OF LAKE AND STATE OF INDIANA.**

**MORE COMMONLY KNOWN AS: 7428 ALABAMA AVENUE, HAMMOND, IN 46323**

**PARCEL ID: 45-07-16-205-005.000-023**

**Parcel ID Number: 45-07-16-205-005.000-023**

**ALSO KNOWN AS: 7428 ALABAMA AVENUE, HAMMOND, IN 46323**

