

2023-09-04  
11/29/23 09:52 AM  
TOTAL FEES: 55.00  
BY: JAS  
PG #: 6  
RECORDED AS PRESENTED

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD  
GINA PIMENTEL  
RECORDER

**Recording Requested By:**  
Freedom Mortgage Corporation  
951 Yamato Road  
Boca Raton, FL 33431

**After Recording Return To:**  
Freedom Mortgage Corporation C/O:  
Mortgage Connect, LP  
Attn: Loan Mod Processing Team  
600 Clubhouse Drive  
Moon Township, PA 15108  
APN/Tax ID: 45-15-22-126-002.000-014  
Recording Number: 2936988

This document was prepared by: Freedom Mortgage Corporation, Michele Rice 10500 Kincaid Dr., Suite 111  
Fishers, IN 46037-9764 (855) 690-5900

**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** April Poynter

\_\_\_\_\_  
Space Above This Line For Recording Data \_\_\_\_\_

FHA Case No. 156-2695024-703

**SUBORDINATE MORTGAGE**

THIS SUBORDINATE MORTGAGE ("Security Instrument") is given on November 1, 2023.

The Mortgagor is **RANDAL S BOGATHY AND DANA M BOGATHY, HUSBAND AND WIFE**

Whose address is 8930 W 125TH PL CEDAR LAKE, IN 46303 ("Borrower").

This Security Instrument is given to the Secretary of Housing and Urban Development, its successors and assigns whose address is 451 Seventh Street, SW, Washington, DC 20410 ("Lender"). Borrower owes Lender the principal sum of sixteen thousand four hundred forty-two and 32/100 Dollars (U.S. 16,442.32). 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 February 1, 2046.

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 2 to protect the security of this Security Instrument; and (c) the

**Partial Claim**



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, State of INDIANA** which has the address of **8930 W 125TH PL CEDAR LAKE, IN 46303**. ("Property Address") more particularly described as follows: *See Exhibit A for Legal Description*

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 10410 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 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 to 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 Section 7, including, without limitation reasonable attorney's 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 by applicable law.

9. **WAIVER OF VALUATION AND APPRAISEMENT.** Borrower waives all right of valuation and appraisal.

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



# NOT AN OFFICIAL DOCUMENT

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.

Property of Lake County Recorder



# NOT AN OFFICIAL DOCUMENT

By SIGNING BELOW, Borrower accepts and agrees to the terms contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Sign here to execute  
Subordinate Security  
Instrument

Randal S Bogathy  
RANDAL S BOGATHY

(Must be signed exactly as printed)

11 / 14 / 2023

Signature Date (MM/DD/YYYY)

DANA M Bogathy  
DANA M BOGATHY

(Must be signed exactly as printed)

11 / 14 / 2023

Signature Date (MM/DD/YYYY)

Sign here to execute  
Subordinate Security  
Instrument

[Space below this line for Acknowledgement]

STATE OF Indiana

COUNTY OF Lake

On the 14th day of November in the year 2023 before me, the undersigned, Notary Public (or  if an Online Notary Public), in and for said State, personally appeared by physical presence (or  if by online notarization/use of audio/video communication technology) RANDAL S BOGATHY and DANA M BOGATHY, personally known to me or proved to me on the basis of satisfactory evidence of identification to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they voluntarily executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person or entity upon behalf of which the person or entity acted, executed the instrument for its stated purpose.

Personally Known  OR Produced Identification

Type of Identification Produced: Driver's License

WITNESS my hand and official seal.

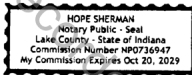
Hope Sherman  
(Signature)

Notary Public: Hope Sherman (Printed Name)

My commission expires: 10-20-2024

Notary resides in the County of Lake, Indiana (Notary Public Seal)

(Please ensure seal does not overlap any language or print)



# NOT AN OFFICIAL DOCUMENT

## EXHIBIT A

The following described property situated in Lake County, State of IN, described as follows:

Lot 105 In Havenwood Subdivision Phase 2, Unit 6, An Addition To The Town Of Cedar Lake,  
As Per Plat Thereof, Recorded In Plat Book 94 Page 51, In The Office Of The Recorder Of Lake  
County, Indiana.

Being the same property as conveyed from Accent Homes, Inc., an Indiana Corporation to Randal  
S. Bogathy and Dana M. Bogathy, Husband and Wife as set forth in Deed Instrument #2006  
065465 dated 07/20/2006, recorded 07/28/2006, Lake County, INDIANA.

