

2024-50324  
02/01/2024 09:57 AM  
TOTAL FEES: 55.00  
BY: JAS  
PG #: 7  
RECORDED AS PRESENTED

STATE OF INDIANA  
CLAKE COUNTY  
FILED FOR RECORD  
GINA PIMENTEL  
RECORDER

Recording Requested By/Return To:  
LOANDEPOT.COM LLC  
999 TECH ROW, #200  
MADISON HEIGHTS, MI 48071

[Space Above This Line For Recording Data]

**PARTIAL CLAIM MORTGAGE**

FHA Case Number 203 156-5571649 702

Property Address: 8618 SCHREIBER DR, MUNSTER, INDIANA 46321

THIS SUBORDINATE MORTGAGE ("Security Instrument") is given on the date of execution. The Mortgagor is JEREMY A SPOON, whose address is 8618 SCHREIBER DR, MUNSTER, INDIANA 46321 ("Borrower"). This Security Instrument is given to the Secretary of Housing and Urban Development, and whose address is 451 7th Street S.W., Washington, DC 20410 ("Lender"). Borrower owes Lender the principal sum of THIRTY-ONE THOUSAND TWENTY-ONE AND 55/100THS Dollars (U.S. \$31,021.55).

Notwithstanding the foregoing or any other provisions contained herein, if personal liability with respect to any amounts payable under the primary Note has been discharged in bankruptcy, Borrower and Lender understand and agree that nothing contained herein with respect to any amounts payable under this Note, shall be construed to impose personal liability to repay any such obligation in violation of such discharge. Borrower and Lender further understand and agree that to the extent that such personal liability with respect to any amounts payable under the primary Note has been discharged in bankruptcy, Borrower is entering into this Note voluntarily for the benefits to be obtained thereby and not as an affirmation of the debt evidenced by the primary Note, and that this Note, or any actions taken by the Lender in relation to this Note, does not constitute a demand for payment or any attempt to collect any such previously discharged obligation.



# NOT AN OFFICIAL DOCUMENT

Loan Number 4007910781

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 JULY 01, 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:

**LEGAL DESCRIPTION:**

PART OF THE WEST 402.98 FEET OF THE EAST 790.98 FEET OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 9 WEST OF THE 2ND PRINCIPAL MERIDIAN, DESCRIBED AS COMMENCING AT A POINT ON THE WEST LINE OF THE SAID WEST 402.98 FEET OF THE EAST 790.98 FEET, WHICH POINT IS 526.18 FEET NORTH OF THE SOUTHWEST CORNER THEREOF; THENCE EAST PARALLEL TO THE SOUTH LINE OF PARK DRIVE, 192.98 FEET; THENCE SOUTH PARALLEL TO THE WEST LINE OF SAID WEST 402.98 FEET OF THE EAST 790.98 FEET, A DISTANCE OF 70 FEET; THENCE WEST 192.98 FEET; THENCE NORTH 70 FEET TO THE PLACE OF BEGINNING, IN THE TOWN OF MUNSTER, IN LAKE COUNTY, INDIANA. PARCEL ID: 45-07-19-406-011.000-027

Tax Parcel No.:

45-07-19-406-011.000-027

which has the address of 8618 SCHREIBER DR, MUNSTER, INDIANA 46321 ("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 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 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.



Borrower and Lender covenant and 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: U.S. Department of Housing and Urban Development, Attention: Single Family Notes Branch, 451 7th Street S.W., 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



Loan Number 4007910781

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. Remedies

(a) **Notice of Default.** Lender will give a notice of default to Borrower following Borrower's breach of any covenant or agreement in this Security Instrument. The notice will specify, in addition to any information required by applicable law: (i) the default; (ii) the action required to cure the default; (iii) that failure to cure the default on or before the date specified in the notice may result in foreclosure by judicial proceeding and sale of the Property; and (iv) Borrower's right to deny in the foreclosure proceeding the existence of a default or to assert any other defense of Borrower to foreclosure.

(b) **Foreclosure; Expenses.** If the default is not cured on or before the date specified in the notice, Lender 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 or in accordance with paragraph 7(c). Lender will be entitled to collect all expenses incurred in pursuing its remedies, including, but not limited to: (i) reasonable attorneys' fees and costs; and (ii) other fees incurred to protect Lender's interest in the Property and/or rights under this Security Instrument.



Loan Number 4007910781

**(c) Secretary's Remedies.** Notwithstanding the foregoing paragraph (a)-(b), 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, 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 will deprive the Secretary of any rights otherwise available to a Lender under this section 7 or applicable law.

**8. Release.** Upon payment of all sums secured by this Security Instrument, Lender will release this Security Instrument. Lender may charge Borrower a fee for releasing this Security Instrument only if the fee is paid to a third party for services rendered and permitted under applicable law.

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

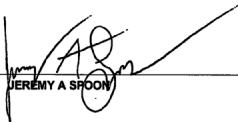
**10. Stated Maturity Date.** The stated maturity date is the date by which the debt must be paid in full as set forth in the Note.

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



# NOT AN OFFICIAL DOCUMENT

Loan Number 4007910781

  
Borrower - JEREMY A SPOON

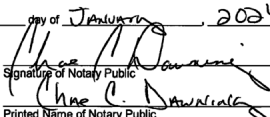
Date: 1/26/24

State of INDIANA )  
County of Lake )  
Enter County Here

Before me, a Notary Public in and for said County and State, personally appeared JEREMY A SPOON who acknowledged the execution of the foregoing PARTIAL CLAIM MORTGAGE.

Witness my hand and Notarial Seal this 26 day of JANUARY, 2024



  
Signature of Notary Public  
Chae C. Dawning  
Printed Name of Notary Public  
Lake  
Notary Public's County of Residence

My Commission Expires 11/11/2029

[ ] This remote notarial act was performed using audiovisual communication technology.

Location of principal at the time of the notarial act: N/A  
(City, County, and State)

Location of notary at the time of the notarial act: N/A  
(City and County in Indiana)



# NOT AN OFFICIAL DOCUMENT

Loan Number 4007910781

Affirmation

**Karl Otto**

This instrument was prepared by \_\_\_\_\_ 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 \_\_\_\_\_;

This Instrument Prepared By:

Kari Otto  
Vice President

LOANDEPOT.COM LLC  
26642 TOWNE CENTRE DRIVE  
FOOTHILL RANCH, CA 92610

