NOT AN OFFICIAL 2020

PG #: 6 RECORDED AS PRESENTED

GINA PIMENTEL RECORDER

After recording please mail to: SERVICELINK ATTN: LOAN MODIFICATION SOLUTIONS 320 COMMERCE, SUITE 100 IRVINE, CA 92602

The mailing address to which statements should be mailed under IC 6-1.1-22-8.1 is: ERIC BEAULIEU 3071 UNION ST HOBART, IN 46342

The mailing address of the grantee is: ERIC BEAULIEU 3071 UNION ST HOBART, IN 46342

[Space Above This Line For Recording Data]-

LOAN NO.: 0105871974

Investor Loan No: 0232636685 FHA Case #: 156-5595544-703

2 4010176 INDIANA MORTO

15655916

THIS MORTGAGE ("Security Instrument") is given on March 2, 2024. The Mortgagor is ERIC BEAULIEU AND MARY JAMES-BEAULIEU, HUSBAND AND WIFE

Whose address is 3071 UNION ST, HOBART, IN 46342

("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 Twenty Three Thousand Four Hundred Sixty One and 43/100ths Dollars (U.S. \$23,461.43). 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 August 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 3071 UNION ST, HOBART, IN 46342, ("Property Address");

This Mortgage is subordinate to the Mortgage between ERIC BEAULIEU AND MARY JAMES-BEAULIEU, HUSBAND AND WIFE (Borrower), and MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ACTING SOLELY AS NOMINEE FOR UNITED WHOLESALE MORTGAGE, LLC (Lender), dated July 11, 2022 and recorded on July 15, 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 2022-529332)in the amount of \$264,550.00, as assigned and/or modified, if applicable.

Indiana Mortgage-Single Family

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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.

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" (1/2 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 a reasonable attorneys fees and costs of title evidence of the security Instrument by middle proceeding.
- 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 Appraisement. Borrower waives all right of valuation and appraisement.

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

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 March 2, 2024 between ERIC BEAULIEU AND MARY JAMES-BEAULIEU, HUSBAND AND WIFE, and M&T Bank in its capacity as Servicer/Agent for Secretary of Housing and Urban Development.

Indiana Mortgage-Single Family

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BY SIGNING BELOW, Borrower acc Instrument and in any Rider executed by Borro		nd covenar	nts contained in this Security
Borrowla - ERIC REAULIEU	× nulling	Date:	03:18:2924 03:18:04
BOHOWEY -MARY JAMES-BEAULIEU TO JOKNOWLEDGE THIS NOT TO INCUR ANY PERS FOR THE DEBT		Date:	0210101
State of INDIANA	CKNOWLEDGMENT §		
County of LAKE	§ §		
I, a Notary Public, hereby certify that I name is signed to the foregoing instrument or cuthis day that, being informed of the contents of day the same bears date.	onveyance, and who is known the conveyance, he/she/they ex	to me, ack	nowledged before me on
Given under my hand this the day	MARCH	_	<u>, aoa4,</u>
JENNIFER KAYARIE Notary Public - Seal	Signature of Notarial Offi) Ka	varie
Porter County - State of Indiana Commission Number NP0739717 My Commission Expires Mar 9, 2030	Notary Printed Name	ν̈́ K	avarie'
	County Notarial Officer R	2121	2520
(Scal, if any)	My Commission Expires:	70	2030
			0
			Corder

Indiana Mortgage-Single Family

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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).

ation: ator's Nam.

Of lake County Records Loan Originator Organization: LAKEVIEW LOAN SERVICING, LLC, NMLSR ID: N/A Individual Loan Originator's Name NMLSR ID: N/A

Indiana Mortgage-Single Family



EXHIBIT A

BORROWER(S): ERIC BEAULIEU AND MARY JAMES-BEAULIEU, HUSBAND AND WIFE

LOAN NUMBER: 0105871974

LEGAL DESCRIPTION:

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

THE SOUTH 200 FEET OF THE NORTH 560 FEET OF THE WEST 230 FEET OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/2 OF SECTION 21, TOWNSHIP 36 NORTH, RANGE 7 WEST OF THE SECOND PRINCIPAL MERIDIAN, IN LAKE COUNTY, INDIANA

Parcel ID Number: 45-09-21-202-002.000-045 ALSO KNOWN AS: 3071 UNION ST, HOBART, IN 46342

Indiana Mortgage-Single Family

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