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BY: 3AS GINA PINENTEL

RECORDER

PG #: 5
RECORDED AS PRESENTED

This Document Prepared By: YUDOSHIA ROLLERSON MIDFIRST BANK, A FEDERALLY CHARTERED SAVINGS ASSOCIATION 501 NW. CRAND BLVD OKLAHOMA CITY. OK 73118

When Recorded Mail To: FIRST AMERICAN TITLE DTO REC., MAIL CODE 4002 4795 REGENT BLVD IRVING. TX 75063

Tax/Parcel #: 45-12-16-206-008.000-030

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FHA Case No.: 1564001532703 Loan No: (scan barcode)

PARTIAL CLAIMS MORTGAGE

THIS SLIBORDINATE MORTGAGE ("Security Instrument") is given on FEBRUARY 29, 2024. The mortgagor is NICOLE AUSMUS ("Borrower"), whose address is 7047 VAN BUREN LN, MERRILLVILLE, IN 46410. This Security Instrument is given to the Secretary of Housing and Urban Development, whose address is 451 Seventh Street SW, Washington, DC 20410 ("Lender"). Borrower owes Lender the principal sum of SEVEN THOUSAND ONE HUNDRED SIXTEEN DOLLARS AND 37 CENTS (U.S. 57,116.37). 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 SEPTEMBER 1, 2051.

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 othersums, 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, warmat, grant and convey to the Lender, with power of sale, the following described property located in the Country of LAKE. State of NDIANA:

which has the address of, 7047 VAN BUREN LN, MERRILLVILLE, INDIANA 46410 (herein "Property Address"):

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF:

Partial Claims Agreement 12052023_105

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Tax Parcel No. 45-12-16-206-008.000-030

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 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 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:

- 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 Walver. 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 to 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 Propietry Lunder 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'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 mall 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 small to: Department of Housing and Urban Development, Attention: Single Family Notes Branch, 431 Seventh Street SW, Washington, DC 20410 or any address Lender designates by notice to Borrower. Any notice provided for in this Security Institution 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:

 Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in 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



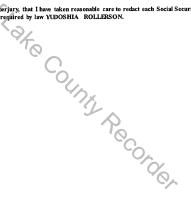
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given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding 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.

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 by the Act. Nothing in the preceding sentence shall deprive the Secretary of any rights otherwise available to Lender under this paragraph or applicable law.

8. Waiver of Valuation and Appraisement. Borrower waives all right of valuation and appraisement.

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 YUDOSHIA ROLLERSON.



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BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contain Instrument.	ed in this Security
Mecole allemus	3-25-24
Borower: NICOLE AUSMUS	Date
[Space Below This Line for Acknowledgments]	
BORROWER ACKNOWLEDGMENT	
STATE OF INDIANA)	
COUNTY OF Section () SS:	
Before me, a Notary Public in and for said County and State, personally appeared NICO [Grantor's Name] who acknowledged the execution of the foregoing instrument.	LE AUSMUS
Ux	20 24
Witness my hand and Notarial Scal this day of	.20_&7
The notarial act was a remote notarial act; the principal appeared by means of communication; city, county, state/province in which the signer is physically located at ti	
Notary Public's Signature	Seal
Deborah Ann Warranto Notary Public's' Printed Name	
Notary Name exactly as Commission	
Notary Public - State of Indiana My Commission Expires: 101/10/2007 Notary Public - State of Indiana My Commission Expires: 101/10/2007	~ _ξ
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EXHIBIT A

BORROWER(S): NICOLE AUSMUS

LOAN NUMBER: (scan barcode)

LEGAL DESCRIPTION:

The land referred to in this document is situated in the CITY OF MERRILLVILLE, COUNTY OF LAKE, STATE OF INDIANA, and described as follows:

LOT 553, UNIT NO. 8, TURKEY CREEK MEADOWS, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 35 PAGE 109, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

ALSO KNOWN AS: 7047 VAN BUREN LN, MERRILLVILLE, INDIANA 46410

