

2024-039427
09/25/2024 10:31 AM
TOTAL FEES: \$7.00
BY: JAS
PG #: 7
RECORDED AS PRESENTED

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
GINA PIMENTEL
RECORDER

After Recording Return To:
Outamation, Inc.
3940 CORAL RIDGE DR
CORAL SPRINGS, FL 33065

Parcel Number: 45-12-09-101-002.000-030

_____[Space Above This Line For Recording Data]_____
Loan No.: 0058249475
FHA Case No.: 203703156-5091242

PAYMENT SUPPLEMENT MORTGAGE

THIS SUBORDINATE MORTGAGE ("Security Instrument") is given on **July 31, 2024**. The Mortgagor is **AUGUST C EVERSON II and KENYA PORTER**, whose address is **13681 NEWPORT AVENUE, #8-713, TUSTIN, CA 92780** ("Borrower"). This Security Instrument is given to the **Secretary of Housing and Urban Development**, whose address is **451 Seventh Street, SW, Washington, DC 20410** ("HUD"). Borrower is obligated to repay HUD an amount equal to the sum of all advances, including future advances made on Borrower's behalf, up to the principal sum of **THIRTY THREE THOUSAND THREE HUNDRED NINETY ONE AND 97/100 Dollars (U.S. \$33,391.97)**, under the terms of Borrower's Payment Supplement Note dated the same date as this Payment Supplement Security Instrument (hereinafter "Note" or "Payment Supplement Note"), which provides for the full debt, if not required to be paid earlier, is due and payable upon maturity or termination of the Borrower's Note, consistent with the terms of the Payment Supplement Agreement and Payment Supplement Note. This Security Instrument secures to HUD: (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 mortgages, grants and conveys to HUD, the following described property located in the County of **LAKE**, State of **INDIANA**:

See Exhibit "A" attached hereto and made a part hereof;



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which has the address of **6102 JOHNSON STREET, MERRILLVILLE, IN 46410** ("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 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 HUD 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 when due.

2. Borrower Not Released; Forbearance By HUD Not a Waiver. Extension of the time of payment of the sums secured by this Security Instrument granted by HUD to Borrower, or any successor in interest of Borrower, shall not operate to release the liability of the original Borrower or Borrower's successor in interest. HUD 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 HUD in exercising any right or remedy under the Note, Payment Supplement Agreement, or this Security Instrument 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 Borrower and any successors and assigns. Borrower may not assign this Security Instrument to another person or entity without HUD's prior



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written approval. To the extent there is more than one Borrower, each Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but is not required by HUD to 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 HUD and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the term of this Security Instrument, the Payment Supplement Agreement, 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 HUD. Any notice to HUD shall be given by first class mail to:

Department of Housing and Urban Development,
National Servicing Center,
Attention: Payment Supplement,
301 NW 6th Street, Suite 200, Oklahoma City, OK 73102

or any address HUD designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or HUD 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. If 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, the Payment Supplement Agreement, or the Note that can be given effect without the conflicting provision. To this end, the provisions of this Security Instrument, Payment Supplement Agreement, 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 HUD further covenant and agree as follows:

7. Acceleration; Remedies. HUD 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 given to Borrower, by which the default must be cured; and (d)



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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, HUD 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. HUD 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 HUD requires immediate payment in full under Paragraph 4 of the Note, HUD 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 HUD of any rights otherwise available to HUD under this paragraph or applicable law.

8. Release. Upon payment of all sums secured by this Security Instrument, HUD shall release this Security Instrument.

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

10. Bankruptcy Discharge. If Borrower, subsequent to July 31, 2024, receives a discharge in a Chapter 7 bankruptcy, and there is no valid reaffirmation agreement of the underlying debt, HUD will not attempt to re-establish any personal liability for the underlying debt.

"MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as nominee for HUD and HUD's successors and assigns. MERS is the Mortgagee of record under the Security Instrument and this Agreement. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, or 11819 Miami St., Suite 100, Omaha, NE 68164, tel. (888) 679-MERS.



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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.


AUGUST C. EVERSON II - Borrower

Date: 09/12/24


KENYA PORTER - Non-Obligor

Date: 9/13/2024

_____ [Space Below This Line For Acknowledgments] _____

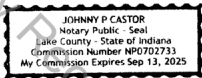
State of Indiana
County of Lake

Before me, Johnny P. Castor, this 13 day of Sept., 2024, **AUGUST C EVERSON II and KENYA PORTER**, acknowledged the execution of the annexed mortgage.

Signature: Johnny P. Castor

County of Residence: Lake

My Commission Expires on: 9-13-2025



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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.

Signature Antonia Coats

Date 9/13/2024

Printed Name ANTONIA COATS

This instrument was prepared by:

Antonia Coats
Outamation, Inc.
3940 CORAL RIDGE DR
CORAL SPRINGS, FL 33065



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Exhibit "A"

Loan Number: **0058249475**

Property Address: **6102 JOHNSON STREET, MERRILLVILLE, IN 46410**

Legal Description:

CLOSING DATE: MAY 7, 2021

BORROWER(S): AUGUST C. EVERSON, II AND PHYLLIS PORTER

PROPERTY ADDRESS: 6102 JOHNSON STREET, MERRILLVILLE, IN 46410

PROPERTY DESCRIPTION:

PART OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 9, TOWNSHIP 35 NORTH, RANGE 8 WEST OF THE 2ND PRINCIPAL MERIDIAN IN LAKE COUNTY, INDIANA, BEING THAT TRACT FORMERLY KNOWN NOW DESIGNATED AS LOTS 52 AND 53 IN ENGLEHART'S COUNTRY CLUB MANOR, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 24 PAGE 75, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA, EXCEPT THE NORTH 65 FEET THEREOF.



* 0 0 5 8 2 4 9 4 7 5 *

12338 06/18 Exhibit A Legal Description Attachment



* 2 0 4 4 9 * 4 5 *

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