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10/25/2024 12:36 PM
TOTAL FEES: 55.00
BY: MA
PG #: 7
RECORDED AS PRESENTED

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
GINA PIMENTEL
RECORDER

This Document Prepared By:
LASAUNDR A FRANKLIN
FLAGSTAR BANK, N.A.
8800 BAYMEADOWS WAY WEST, SUITE 400
JACKSONVILLE, FL 32256
800-393-4887

When Recorded Mail To:
TIMIOS
5716 CORSA AVE, SUITE 102
WESTLAKE VILLAGE, CA 91362

Tax/Parcel #: 45-06-12-304-003.000-023

_____[Space Above This Line for Recording Data]_____

FHA Case # 703 156-4754959
Loan No: 0441421305

PAYMENT SUPPLEMENT MORTGAGE

THIS SUBORDINATE MORTGAGE ("Security Instrument") is given on **SEPTEMBER 26, 2024**. The mortgagor is **DAREN G. JAMES, A MARRIED PERSON** whose address is **16 COOLIDGE ST, HAMMOND, INDIANA 46324** ("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 **TWELVE THOUSAND NINETY DOLLARS AND 89 CENTS (U.S. \$12,090.89)**, 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 does hereby mortgage, warrant, grant and convey to the HUD, with the power of sale the following described property located in County of **LAKE**, State of **INDIANA**:

which has the address of, **16 COOLIDGE ST, HAMMOND, INDIANA 46324** (herein "Property Address");

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

Tax Parcel No. 45-06-12-304-003.000-023

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 HUD covenant agree as follows:

UNIFORM COVENANTS

- 1. Payment of Principal.** Borrower shall pay 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 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,

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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.**

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 a HUD under this paragraph or applicable law.

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

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BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument.

Daren G James
Borrower: **DAREN G. JAMES**

10-21-24
Date

_____[Space Below This Line for Acknowledgments]_____

BORROWER ACKNOWLEDGMENT

STATE OF Illinois)
~~INDIANA~~) SS:
COUNTY OF COOK)

Before me, a Notary Public in and for said County and State, personally appeared **DAREN G. JAMES** [Grantor's Name] who acknowledged the execution of the foregoing instrument.

Witness my hand and Notarial Seal this 21st day of October, 2024

_____ The notarial act was a remote notarial act; the principal appeared by means of audio-visual communication; city, county, state/province in which the signer is physically located at time of signing.

Annie Williams
Notary Public's Signature

Seal

Annie Williams
Notary Public's Printed Name
Notary Name exactly as Commission
Notary Public - State of Indiana
My Commission Expires: 6/14/2026
Commission No. 954053
County of Residence: COOK



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EXHIBIT A

BORROWER(S): DAREN G. JAMES, A MARRIED PERSON

LOAN NUMBER: 0441421305

LEGAL DESCRIPTION:

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

LOT 42 IN ROSELAWN PARK ADDITION, IN THE CITY OF HAMMOND, AS PER PLAT THERE OF RECORDED IN PLAT BOOK 16, PAGE 36, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA

ALSO KNOWN AS: 16 COOLIDGE ST, HAMMOND, INDIANA 46324

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Date: SEPTEMBER 26, 2024
Loan Number: 0441421305
Lender: SECRETARY OF HOUSING AND URBAN DEVELOPMENT
Borrower: DAREN G. JAMES
Property Address: 16 COOLIDGE ST, HAMMOND, INDIANA 46324

NOTICE OF NO ORAL AGREEMENTS

THIS WRITTEN LOAN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO ORAL AGREEMENTS BETWEEN THE PARTIES.

Receipt of Notice. The undersigned hereby admit to having each received and read a copy of this Notice on or before execution of the Loan Agreement. "Loan Agreement" means one or more promises, promissory notes, agreements, undertakings, security agreements, deeds of trust or other documents, or commitments, or any combination of those actions or documents, pursuant to which a financial institution loans or delays repayment of or agrees to loan or delay repayment of money, goods or any other thing of value or to otherwise extend credit or make a financial accommodation.

Daren G. James
Borrower
DAREN G. JAMES

10-21-24
Date

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Date: **SEPTEMBER 26, 2024**

Loan Number: **0441421305**

Lender: **SECRETARY OF HOUSING AND URBAN DEVELOPMENT**

Borrower: **DAREN G. JAMES**

Property Address: **16 COOLIDGE ST, HAMMOND, INDIANA 46324**

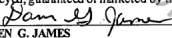
ERRORS AND OMISSIONS COMPLIANCE AGREEMENT

In consideration of **SECRETARY OF HOUSING AND URBAN DEVELOPMENT**

(the "Lender") agreeing to modify the referenced loan (the "Loan") to the Borrower, the Borrower agrees that if requested by the Lender, the Borrower will correct, or cooperate in the correction of, any clerical errors made in any document or agreement entered into in connection with the modification of the Loan, if deemed necessary or desirable in the reasonable discretion of the Lender, to enable Lender to sell, convey, seek guaranty or market the Loan to any entity, including without limitation, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, the Federal Housing Authority, the Department of Veterans Affairs or any municipal bond authority.

The Borrower agrees to comply with all such requests made by the Lender within 30 days of receipt of written request from the Lender.

The Borrower makes this agreement in order to assure that the documents and agreements executed in connection with the modification of the Loan will conform to and be acceptable in the marketplace in the event the Loan is transferred, conveyed, guaranteed or marketed by the Lender.


DAREN G. JAMES

10-21-24
Date