

Com 710692-12

DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

PROPERTY TAX TITLE INS.  
BIGHLAND, INDIANA

MORTGAGE

684176

Securing Repayment of Section 235 Assistance

Federal Housing Administration ("FHA") Case No. 152-054813-256

THIS MORTGAGE, made the 13th day of October A.D. 19 82, between David M. Wells and Jill A. Wells, Husband and Wife

of the Town of Cedar Lake in the County of Lake and State of Indiana (hereinafter with heirs, executors, administrators and assigns called "mortgagor") and the Secretary of Housing and Urban Development (hereinafter with successors and assigns called "mortgagee"),

WITNESSETH: That whereas the mortgagor promises to pay to the mortgagee up to ONE HUNDRED TWENTY ONE THOUSAND SIX HUNDRED EIGHTY AND NO/100 Dollars (\$ 121,680.00 ) as determined according to the terms, which are incorporated herein by reference, of the Assistance Note executed by the mortgagor on date even herewith,

NOW, THEREFORE, THIS INDENTURE WITNESSETH: That the mortgagor, in consideration of the premises, and for the purpose of securing the payment of the money aforesaid and interest thereon according to the tenor and effect of the said promissory Assistance Note above mentioned, and also to secure the faithful performance of all the covenants, conditions, stipulations and agreements herein contained, does by these presents, mortgage and warrant unto the mortgagee, all the following described lands and premises, situated and being in the Town of Lowell in the County of Lake and State of Indiana, to wit:

Lot 17 in Northbrook Estates Second Addition to the Town of Lowell, plat thereof, recorded in Plat Book 45 page 65, in the Office of the Recorder of Lake County, Indiana.

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD  
OCT 15 1982  
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WILLIAM W. WELLS JR  
RECORDER

including all buildings and improvements thereon (or that may hereafter be erected thereon); together with the hereditaments and appurtenances and all other rights thereunto belonging, or in anywise now or hereafter appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof, and all plumbing, heating and lighting fixtures, and equipment now or hereafter attached to or used in connection with said premises,

AND THE MORTGAGOR FURTHER COVENANTS AS FOLLOWS:

1. That he will pay the indebtedness as provided in said note and this mortgage; and that he is the owner of said premises in fee simple. Privilege is reserved to pay the debt in whole, on the first day of any month prior to maturity; provided, however, that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment.
2. That he will pay all taxes, assessments, water rates and other governmental or municipal charges, fines or impositions, for which provision has not been made hereinbefore, and in default thereof the mortgagee may pay the same; and that he will promptly deliver the official receipts therefor to the said mortgagee.
3. That he will take reasonable care of the mortgaged premises and the buildings thereon, and will maintain the same in as good repair and condition as at the original date of this mortgage, ordinary depreciation excepted; and that he will commit or permit no waste, and do no act which would unduly impair or depreciate the value of the property as security.
4. That he will keep the improvements now existing or hereafter erected on the mortgaged property, insured as may be required from time to time by the mortgagee against loss by fire and other hazards, casualties and contingencies in such amounts and for such periods as may be required by mortgagee, and will pay promptly, when due, any premiums on such insurance for payment of which provision has not

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been made herebefore. All insurance shall be carried in companies approved by mortgagee and the policies and renewals thereof shall be held by mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the mortgagee. In event of loss, mortgagor will give immediate notice by mail to mortgagee, and mortgagee may make proof of loss if not made promptly by mortgagor, and each insurance company concerned is hereby authorized and directed to make payments for such loss directly to mortgagee instead of to mortgagor and mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this mortgage or other transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby, all right, title and interest of the mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

5. That in case proceedings to foreclose this mortgage are instituted, any sums necessarily expended for the continuation of the abstract of title to the above-described real estate, together with interest thereon at the rate set forth in the note secured hereby, shall become a part of the debt secured by this mortgage and shall be collectible as such.

6. That in the event of the failure of the mortgagor to keep the buildings on said premises and those to be erected on said premises, or improvements thereon, in good repair, said mortgagee may make such repair as in its discretion it may deem necessary properly to preserve the property and any sums so paid shall be a further lien on such premises under this mortgage, payable forthwith, with interest at the rate set forth in the note secured hereby until paid.

7. That should the proceeds of the loan made by the mortgagee to the mortgagor, the repayment which is hereby secured, or any part thereof, or any amount paid out or advanced by the mortgagee, be used directly or indirectly to pay off, discharge, or satisfy, in whole or in part, any prior lien or encumbrance upon said premises above described, or any part thereof, then the mortgagee shall be subrogated to any additional security held by the holder of such lien or encumbrance.

8. That should any default be made in the performance of any covenant in this mortgage or in the note secured hereby, when the time of performance has arrived, as above provided, then all the remainder of the aforesaid principal sums with all arrearages of interest, and sums payable pursuant to the provisions hereof, shall, at the option of said mortgagee, become immediately payable, and the mortgagee shall have the right to foreclose this mortgage, anything hereinbefore or in said note contained to the contrary notwithstanding, and any failure to exercise said option shall not constitute a waiver of the right to exercise the same at any other time.

9. That should proceedings to foreclose this mortgage be instituted, the mortgagee may apply for the appointment of a receiver (and the mortgagor hereby consents to the appointment of a receiver if there has been any default in the performance of any of the conditions of this mortgage), and such receiver is hereby authorized to take possession of the real estate above described, collect any rental, accrued or to accrue, whether in money or kind, for the use or occupancy of said premises by any person, firm or corporation, or may let or lease said premises or any part thereof, receive the rents, income and profits therefrom, and hold the proceeds subject to the orders of the court, or the judge thereof, for the benefit of the mortgagee, pending the final decree in said proceedings, and during any period allowed by law for the redemption from any sale ordered in said cause, and said receiver may be appointed irrespective of the value of the mortgaged property or its adequacy to secure or discharge the indebtedness due or to become due or the solvency of the mortgagors. In the event of a default in any of the conditions of this mortgage the mortgagee is also expressly given the right to take possession of and hold the mortgaged premises with or without process of law and collect the rents and profits therefrom, applying the same to the charges and payments due under the conditions of the mortgage so long as a default shall continue, and such taking possession shall in no way waive the right of the mortgagee to foreclose this mortgage because of a default.

10. That if the premises, or any part thereof, be condemned under any power of eminent domain, or acquired for a public use, the damages, proceeds, and the consideration for such acquisition, to the extent of the full amount of indebtedness upon this mortgage, and the note secured hereby remaining unpaid, are hereby assigned by the mortgagor to the mortgagee and shall be paid forthwith to the mortgagee to be applied by it on account of the indebtedness secured hereby, whether due or not.

11. No sale of the premises hereby mortgaged and no forbearance on the part of the mortgagee or its assigns and no extension of the time for the payment of the debt hereby secured given by the mortgagee or its assigns shall operate to release, discharge, modify, change or affect the original liability of the mortgagor herein either in whole or in part.

12. That any person, firm or corporation taking a junior mortgage, or other lien, upon said real estate, shall take the said lien subject to the rights of the mortgagee herein to extend the maturity of the indebtedness hereby secured without obtaining the consent of the holder of said junior lien and without the lien of this mortgage losing its priority over any such junior lien.

13. That in the event the property pledged by this instrument is sold under foreclosure and the proceeds are insufficient to pay the total indebtedness evidenced and secured by this instrument the mortgagee will be entitled to a deficiency judgment.

#### ADDENDUM

The rights and obligations of the mortgagor and the mortgagee are made expressly subject to this Addendum, which consists of the following three provisions, which shall control if there is any conflict between the provisions of this Addendum and any other provision(s) of this mortgage.

1. The debt secured by this mortgage shall include not only the Assistance Note but also any other assistance paid by the mortgagee in accordance with Section 235 of the National Housing Act on behalf of any party to this FHA Case's FHA-insured mortgage note-and-mortgage ("Insured Mortgage"), including any party who takes title to the property subject to the Insured Mortgage or assumes said Insured Mortgage.

2. The debt secured by this mortgage shall be due and payable when the first of the following occurs:

- (a) Title to said property is conveyed to a party who is not eligible for Section 235 mortgage assistance payments, or
- (b) Payments required under the Insured Mortgage are not made for a period of 90 continuous days, or
- (c) The property covered by the Insured Mortgage is rented for a period longer than one year.

3. If this FHA Case's Insured Mortgage is not paid in full when payment of the debt secured by this mortgage is due under paragraph 2 immediately above, the mortgagee of this mortgage may defer the payment of the amount owed under the Assistance Note until the Insured Mortgage is paid in full; if payment is deferred, the amount due under the Assistance Note shall be increased by interest on the deferred Principal Sum at the rate of FIFTEEN & ONE HALF percent per annum from the day the Principal Sum is due under paragraph 2 above until the full amount of the Principal Sum plus interest is paid.

It is specifically agreed that time is of the essence of this contract and that the waiver of any options, or obligations secured hereby, shall not at any time thereafter be held to be an abandonment of such rights. Notice of the exercise of any option granted to the mortgagee herein, or in the note secured hereby, is not required to be given. All sums payable herein shall be without relief from valuation and appraisement laws and with reasonable attorney's fees.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors,

administrators, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural; the plural the singular, and the use of any gender shall include all genders.

IN WITNESS WHEREOF, the mortgagor has signed  
this 13th day of October, 1982.

David M. Wells  
David M. Wells

Jill A. Wells  
Jill A. Wells

The form of this instrument was prepared under the supervision of the General Counsel of the Department of Housing and Urban Development, and the material in the blank spaces in the form was inserted by or under the direction of Peter S. Briggs

State of Indiana )  
County of Lake ) ss.

Before me, Janis R. Bloom, the undersigned Notary Public, on this 13th day of October, 1982, personally appeared David M. Wells & Jill A. Wells, Husb. & Wife who acknowledged the execution of the foregoing mortgage.

Witness my hand and seal the date last above written.

(SEAL)

Janis R. Bloom Lake  
(Signature) (County of Residence)  
Janis R. Bloom

My commission expires: 2-6-84

Received for record this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_,  
at \_\_\_\_\_ o'clock \_\_\_\_m., and recorded in Mortgage Record \_\_\_\_\_  
at pages \_\_\_\_\_ of the records of \_\_\_\_\_ County, Indiana.

Recorder of \_\_\_\_\_ County, Indiana