

800843

MORTGAGE

City of Hammond City-Wide Rehabilitation Program/East Hammond Neighborhood Strategy Area Rehabilitation Program

9-4715
R-55486

This Mortgage made this fifth day of November, 1984,

between James W. and Darla K. Howard (hereinafter called, and if more than one party jointly and severally hereinafter called "Mortgagor"), residing at 244 Marble St., Lake County, Indiana and the City of Hammond, Indiana (hereinafter called "Mortgagee"), acting by and through the Hammond Redevelopment Commission having an office at 7324 Indianapolis Blvd, Hammond, Indiana 46324

WITNESSETH, that to secure the payment of an indebtedness in the principal amount of six thousand

and fifty Dollars (\$ 6,050.00), with interest thereon, which shall be payable in accordance with a certain note bearing even date herewith, a true and correct copy of which, exclusive of the signature of the Mortgagor, is marked "Exhibit A" and is annexed hereto and made a part hereof, and to further secure all other indebtedness which the Mortgagor, jointly or severally, is obligated to pay to the Mortgagee, including that evidenced by attached "Exhibit A"; any advances or payments made by Mortgagee under the provisions of said Note or this Mortgage; any other indebtedness of any nature at any time incurred or owed by Mortgagor, either jointly or severally, to Mortgagee, including any Contingency Fund Loan hereafter granted by Mortgagee to Mortgagor pursuant to an "Agreement for Establishment of Contingency Fund" and any note evidencing the terms of such loan; any expenses, costs or attorneys' fees incurred by Mortgagee in connection with collection of any indebtedness owed it by Mortgagor; and any extensions or renewals of any obligation heretofore described, the Mortgagor hereby mortgages and warrants to the Mortgagee the following described property situate in Lake County, Indiana:

Lot 22, Block 2, North Side Addition to Hammond, as shown in Plat Book 1, page 77, in Lake County, Indiana.

STATE OF INDIANA
CLARENCE COUNTY
FILED FOR RECORD
APR 26 1 16 PM '84
RUDDOLPH CLAY
RECORDER

CHICAGO TITLE INSURANCE COMPANY
INDIANA DIVISION

TOGETHER, with all appurtenances thereto and all the estate and rights of the Mortgagor in and to such property or in anywise appertaining thereto; all buildings and other structures now or hereafter thereon erected or installed, and all fixtures and articles of personal property now or hereafter attached to, or used in, or in the operations of, any such land, buildings or structures which are necessary to the complete use and occupancy of such buildings or structures for the purpose for which they were or are to be erected or installed, including, but not limited to all heating, plumbing, bathroom, lighting, cooking, laundry, ventilating, refrigerating, incinerating, and air-conditioning equipment and fixtures and all replacements thereof and additions thereto, whether or not the same are or shall be attached to such land, buildings or structures in any manner;

TOGETHER, with any and all awards now or hereafter made for the taking of the property mortgaged hereby, or any part thereof (including any easement), by the exercise of the power of eminent domain, including any award for change of grade of any street or other roadway, which awards are hereby assigned to the Mortgagee and are deemed a part of the property mortgaged hereby, and the Mortgagee is hereby authorized to collect and receive the proceeds of such awards, to give proper receipts and acquittances therefor, and to apply the same toward the payment of the indebtedness secured by this Mortgage, notwithstanding the fact that the amount owing thereon may not then be due and payable; and the Mortgagor hereby agrees, upon request, to make, execute and deliver any and all assignments and other instruments sufficient for the purpose of assigning each such award to the Mortgagee, free, clear and discharged of any encumbrances of any kind or nature whatsoever; and

TOGETHER, with all right, title and interest of the Mortgagor in and to the land lying in the streets and roads in front of and adjoining the above described land (all the above described land, buildings, other structures, fixtures, articles of personal property, awards and other rights and interests being hereinafter called the "mortgaged property").

TO HAVE AND TO HOLD the mortgaged property and every part thereof unto the Mortgagee, its successors and assigns forever for the purposes and uses herein set forth.

AND the Mortgagor further covenants and agrees with the Mortgagee, as follows:

1. The Mortgagor will promptly pay the principal of and interest of the indebtedness evidenced by the Note, and all other charges and indebtedness provided therein and in this Mortgage, at the times and in the manner provided in the Note and in this Mortgage.
2. The Mortgagor will pay when due, as hereinafter provided, all ground rents, if any, and all taxes, assessments, water rates and other governmental charges, fines and impositions, of every kind and nature whatsoever, now or hereafter imposed on the mortgaged property, or any part thereof, and will pay when due every amount of indebtedness secured by any lien to which the lien of this Mortgage is expressly subject.
3. This Mortgage and the Note were executed and delivered to secure moneys advanced, or to be advanced, by the Mortgagee as or on account of a loan evidenced by the Note, for the purpose of making the improvements described or referred to in the specifications dated September 26, 1984, to or on the mortgaged property, and for such other purpose, if any, described or referred to therein, which improvements are hereafter collectively called "Im-

Handwritten initials and date: 11/17/84

improvements". The Mortgagor shall make or cause to be made all the Improvements. If the construction or installation of the Improvements shall not be carried out with reasonable diligence, or shall be discontinued at any time for any reason, other than strikes, lockouts, acts of God, fires, floods or other similar catastrophies, riots, war or insurrection, the Mortgagee after due notice to the Mortgagor is hereby authorized (a) to enter upon the mortgaged property and employ any watchmen to protect the Improvements from depredation or injury and to preserve and protect such property, (b) to carry out any or all then existing contracts between the Mortgagor and other parties for the purpose of making any of the Improvements, (c) to make and enter into additional contracts and incur obligations for the purposes of completing the Improvements pursuant to the obligations of the Mortgagor hereunder, either in the name of the Mortgagee or the Mortgagor, and (d) to pay and discharge all debts, obligations and liabilities incurred by reason of any action taken by the Mortgagee, as provided in this Paragraph, all of which amounts so paid by the Mortgagee shall be payable by the Mortgagor to the Mortgagee on demand and shall be secured by this Mortgage; provided, however, that the Mortgagee shall not be required to perform any act so authorized.

4. No building or other structure or improvement, fixture or personal property mortgaged hereby shall be removed or demolished without the prior written consent of the Mortgagee. The Mortgagor will not make, permit or suffer any alteration of or addition to any building or other structure or improvement now or which may hereafter be erected or installed upon the mortgaged property, or any part thereof, except the improvements required to be made pursuant to Paragraph 3 hereof, nor will the Mortgagor use, or permit or suffer the use of, any of the mortgaged property for any purpose other than the purpose or purposes for which the same is now intended to be used, without the prior written consent of the Mortgagee. The Mortgagor will maintain the mortgaged property in good condition and state of repair and will not suffer or permit any waste to any part thereof, and will promptly comply with all the requirements of Federal, state and local governments, or of any departments, divisions or bureaus thereof, pertaining to such property or any part thereof.

5. The Mortgagor will not voluntarily create, or permit or suffer to be created or to exist, on or against the mortgaged property, or any part thereof, any lien superior to the lien of this Mortgage, exclusive of the lien or liens, if any, to which this Mortgage is expressly subject, as set forth in the granting clause above, and will keep and maintain the same free from the claims of all parties supplying labor or materials which will enter into the construction or installation of the improvements.

6. (a) The Mortgagor will keep all buildings, other structures and improvements, including equipment, now existing or which may hereafter be erected or installed on the land mortgaged hereby, insured against loss by fire and other hazards, casualties and contingencies, in such amounts and manner, and for such periods, all as may be required from time to time by the Mortgagee. Unless otherwise required by the Mortgagee, all such insurance shall be effected by Standard Fire and Extended Coverage Insurance policies, in amounts not less than necessary to comply with the coinsurance clause percentage of the value applicable to the location and character of the property to be covered. All such insurance shall be carried in companies approved by the Mortgagee and all policies therefor shall be in such form and shall have attached thereto loss payable clauses in favor of the Mortgagee and any other parties as shall be satisfactory to the Mortgagee. All such policies and attachments thereto shall, be delivered promptly to the Mortgagee, unless they are required to be delivered to the holder of a lien of a mortgage or similar instrument to which this Mortgage is expressly subject, in which latter event certificates thereof, satisfactory to the Mortgagee, shall be delivered promptly to the Mortgagee. The Mortgagor will pay promptly when due, as hereinafter provided, and any and all premiums on such insurance, and in every case in which payment thereof is not made from the deposits therefor required by this Mortgage, promptly submit to the Mortgagee for examination receipts or other evidence of such payment as shall be satisfactory to the Mortgagee. The Mortgagee may obtain and pay the premium on (but shall be under no obligation to do so) every kind of insurance required hereby if the amount of such premium has not been deposited as required by this Mortgage, in which event the Mortgagor will pay to the Mortgagee every premium so paid by the Mortgagee.

(b) In the event of loss or damage to the mortgaged property the Mortgagor will give to the Mortgagee immediate notice thereof by mail, and the Mortgagee may make and file proof of loss if not made otherwise promptly by or on behalf of the Mortgagor. Each insurance company issuing any such policy is hereby authorized and directed to make payment hereunder for such loss directly to the Mortgagee, instead of to the Mortgagor and the Mortgagee jointly, unless the amount of loss is payable first to the holder of a lien under a mortgage or similar instrument to which this Mortgage is expressly subject; and the insurance proceeds or any part thereof is received by the Mortgagee may be applied by the Mortgagee, at its option, either in reduction of the indebtedness hereby secured, or to the restoration or repair of the mortgaged property damaged. In the event of foreclosure of this Mortgage, or of any transfer of title to the mortgaged property in extinguishment of such indebtedness, all right, title and interest of the Mortgagor in and to every such insurance policy then in force, subject to the rights and interests of the holder of any such prior lien, shall pass to the grantee acquiring title to the mortgaged property together with such policy and appropriate assignment of such right, title and interest which shall be made by the Mortgagor.

7. The Improvements and all plans and specifications therefor shall comply with all applicable municipal ordinances, regulations, and rules made or promulgated by lawful authority, and upon their completion shall comply therewith.

8. Upon any failure by the Mortgagor to comply with or perform any of the terms, covenants or conditions of this Mortgage requiring the payment of any amount of money by the Mortgagor, other than the principal amount of the loan evidenced by the Note, interest and other charges, as provided in the Note, the Mortgagee may at its option make such payment. Every payment so made by the Mortgagee (including reasonable attorney's fees incurred thereby), with interest thereon from the date of such payment, at the rate of six percent (6%) per annum, except any payment for which a different rate of interest is specified herein, shall be payable by the Mortgagor to the Mortgagee on demand and shall be secured by this Mortgage. This Mortgage with respect to any such amount and the interest thereon, shall constitute a lien on the mortgaged property prior to any other lien attaching or accruing subsequent to the lien of this Mortgage.

9. The Mortgagee, by any of its agents or representatives, shall have the right to inspect the mortgaged property from time to time at any reasonable hour of the day. Should the mortgaged property, or any part thereof, at any time require inspection, repair, care or attention of any kind or nature not provided by this Mortgage as determined by the Mortgagee in its sole discretion, the Mortgagee may, after notice to the Mortgagor, enter or cause entry to be made upon, the mortgaged property, and inspect, repair, protect, care for or maintain such property, as the Mortgagee may in its sole discretion deem necessary, and may pay all amounts of money therefor, as the Mortgagee may in its sole discretion deem necessary.

10. The principal amount owing on the Note together with interest thereon and all other charges, as therein provided, and all other amounts of money owing by the Mortgagor to the Mortgagee pursuant to and secured or intended to be secured by this Mortgage, shall immediately become due and payable without notice or demand upon the appointment of a receiver or liquidator, whether voluntary or involuntary, for the Mortgagor or any of the property of the Mortgagor, or upon the filing of a petition by or against the Mortgagor under the provisions of any State insolvency law, or under the provisions of any Federal Bankruptcy Act or Code, as amended, or upon the making by the Mortgagor of an assignment for the benefit of the Mortgagor's creditors. The Mortgagee is authorized to declare, at its option, all or any part of such indebtedness immediately due and payable upon the happening of any of the following events:

- (a) Failure to pay the amount of any payment, or other charges payable on the Note, or the occurrence of any circumstance by which the entire remaining balance of the Note by its terms is immediately due and payable.
- (b) Nonperformance by the Mortgagor of any covenant, agreement, term or condition of this Mortgage, or of the Note (except as otherwise provided in subdivision (a) hereof) or of any other agreement heretofore, herewith or hereafter made by the Mortgagor with the Mortgagee in connection with such indebtedness;
- (c) Failure of the Mortgagor to perform any covenant, agreement, term or condition in any instrument creating a lien upon the mortgaged property, or any part thereof, which shall have priority over the lien of this Mortgage;
- (d) The Mortgagee's discovery of the Mortgagor's failure in any application of the Mortgagor to the Mortgagee to disclose any fact deemed by the Mortgagee to be material, or of the making therein or in any of the agreements entered into by the Mortgagor with the Mortgagee (including, but not limited to, the Note and this Mortgage) of any misrepresentation by, on behalf of, or for the benefit of, the Mortgagor;
- (e) The sale, lease or other transfer of any kind or nature of the mortgaged property, or any part thereof, without the prior written consent of the Mortgagee;
- (f) The enactment after the date of this Mortgage of any law of the State of Indiana deducting from the value of the mortgaged property (or any part thereof), for the purpose of taxation, any lien thereon, or changing in any way its laws for the taxation of mortgages or debts secured by mortgage for state or local purposes, or the manner of collection of any such tax, so as to affect this Mortgage, and if after such enactment or change the holder of the Note and this Mortgage gives written notice to the Mortgagor declaring the Note and all other indebtedness secured by this Mortgage to be due and payable, because of any such enactment or change, immediately upon the expiration of thirty (30) days after such notice.
- (g) Impairment or deterioration of the mortgaged premises or any improvement thereon, or waste committed or permitted by the Mortgagor in regard to the mortgaged premises or any improvement thereon.

The Mortgagee's failure to exercise any of its rights hereunder shall not constitute a waiver thereof. All the events in this Paragraph enumerated upon the happening of any of which the Note shall become, or may be declared to be, immediately due and payable, are in this Mortgage called "events of default".

11. The Mortgagee may from time to time cure each default under any covenant or agreement in any instrument creating a lien upon the mortgaged property, or any part thereof, which shall have priority over the lien of this Mortgage, to such extent as the Mortgagee may exclusively determine, and each amount paid (if any) by the Mortgagee to cure any such default shall be paid by the Mortgagor to the Mortgagee; and the Mortgagee shall also become subrogated to whatever rights the holder of the prior lien might have under such instrument.

12. (a) After the happening of any default hereunder, the Mortgagor shall upon demand of the Mortgagee surrender possession of the mortgaged property to the Mortgagee, and the Mortgagee may enter such property, and let the same and collect all the rents therefrom which are due or to become due, and apply the same, after payment of all charges and expenses, on account of the indebtedness hereby secured, and all such rents and all leases existing at the time of such default are hereby assigned to the Mortgagee as further security for the payment of the indebtedness secured hereby; and the Mortgagee may also dispossess, by the usual summary proceedings, any tenant defaulting in the payment of any rent to the Mortgagee.

(b) In the event that the Mortgagor occupies the mortgaged property or any part thereof, the Mortgagor agrees to surrender possession of such property to the Mortgagee immediately after any such default hereunder, and if the Mortgagor remains in possession after such default, such possession shall be as a tenant of the Mortgagee, and the Mortgagor shall pay in advance, upon demand by the Mortgagee, as a reasonable monthly rental for the premises occupied by the Mortgagor, an amount at least equivalent to 1/60th of the original principal sum of the Note, plus the actual amount of the annual ground rent, if any, taxes, assessments, water rates, other governmental charges and insurance premiums payable in connection with the mortgaged property during such year, and upon the failure of the Mortgagor to pay such monthly rental, the Mortgagor may also be dispossessed by the usual summary proceedings applicable to tenants. This covenant shall become effective immediately upon the happening of any such default, as determined in the sole discretion of the Mortgagee, who shall give notice of such determination to the Mortgagor; and in the case of foreclosure and the appointment of a receiver of the rents, the within covenant shall inure to the benefit of such receiver. This provision shall not affect Mortgagee's rights to foreclose this mortgage or to payment of the amounts secured hereby.

13. The Mortgagee in any action to foreclose this Mortgage shall be entitled to the appointment of a receiver without notice, as a matter of right and without regard to the value of the mortgaged property, or the solvency or insolvency of the Mortgagor or other party liable for the payment of the Note and other indebtedness secured by this Mortgage.

14. The Mortgagor, within ten (10) days upon request in person or within twenty (20) days upon request by mail, will furnish promptly a written statement in form satisfactory to the Mortgagee, signed by the Mortgagor and duly acknowledged, of the amount then owing on the Note and other indebtedness secured by this Mortgage, and whether any offsets or defenses exist against such indebtedness or any part thereof.

15. The Mortgagor will give immediate notice by registered or certified mail to the Mortgagee of any fire, damage or other casualty affecting the mortgaged property, or of any conveyance, transfer or change in ownership of such property, or any part thereof.

16. Notice and demand or request may be made in writing and may be served in person or by mail.

17. In case of a foreclosure sale of the mortgaged property it may be sold in one parcel.

18. The Mortgagor will not assign the rents, if any, in whole or in part, from the mortgaged property, or any part thereof, without the prior written consent of the Mortgagee.

19. The Mortgagor warrants that Mortgagor is lawfully seized of the mortgaged property and has good right, full power and lawful authority to mortgage the same in the manner above provided, and will warrant and defend the same to the Mortgagee forever against the lawful claims and demands of any and all parties whatsoever.

20. This Mortgage and all the covenants, agreements, terms and conditions herein contained shall be binding upon and inure to the benefit of the Mortgagor and the heirs, legal representatives and assigns of the Mortgagor, and, to the extent permitted by law, every subsequent owner of the mortgaged property; and shall be binding upon and inure to the benefit of the Mortgagee and its assigns. If the Mortgagor, as defined herein, consists of two or more parties, this Mortgage shall constitute a grant and mortgage by all of them jointly and severally, and they shall be obligated jointly and severally under all the provisions hereof and under the Note. The word "Mortgagee" shall include any person, corporation or other party who may from time to time be the holder of this Mortgage. Wherever used herein the singular number shall include the plural, the plural number shall include the singular, and the use of any gender shall be applicable to all genders wherever the sense requires.

21. Mortgagor shall not commit, suffer or permit any impairment or deterioration of the mortgaged property or any improvement thereon, and shall maintain the mortgaged property and all improvements thereon in good condition and repair. Mortgagor will not commit or permit any waste, and will keep the mortgaged premises in as good order and condition as they now are, reasonable wear and tear excepted. In the event that Mortgagor shall not comply with the obligations heretofore stated in this paragraph, then Mortgagee, in addition to any other available remedy, shall be entitled immediately to restrain same by injunction or other appropriate proceeding.

22. In addition to any monthly or other payment to be made pursuant to the Note attached as Exhibit "A", at Mortgagee's option, Mortgagor shall pay to the Mortgagee - - on the same date as each installment payment provided for by Exhibit "A", or if no installment payment is therein specified, then on the 15th day of each month, beginning with the month immediately following that in which this mortgage is signed by Mortgagor - - an amount equal to the sum of one-twelfth of the annual real estate taxes on the property and one-twelfth of the annual premium for property damage insurance, for said property as said sum may be increased or decreased from time to time by increase or decrease in real estate taxes and/or insurance premium. Said payments shall be deposited by Mortgagee in a non-interest bearing account and applied by Mortgagee to payment of real estate taxes and insurance premiums as the same shall fall due.

IN WITNESS WHEREOF this Mortgage has been duly signed and sealed by the Mortgagor on or as of the day and year first above written.

James W. Howard (L.S.)
James W. Howard
Darla K. Howard (L.S.)
Darla K. Howard

STATE OF INDIANA, }
County of LAKE } SS.

Before me, CATHRYN HAGLER LEOPOLD a NOTARY PUBLIC
this 5th day of NOVEMBER, 1984, personally appeared
JAMES W. HOWARD and DARLA K. HOWARD
and acknowledged the execution of the foregoing Mortgage.

Cathryn Hagler Leopold
Notary Public

My commission expires:

3-3-85

Resident of LAKE County

Prepared By: _____

STATE OF INDIANA

Loan No.

Mortgage

To

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

PROMISSORY NOTE
SECURED BY REAL ESTATE MORTGAGE
(EMERGENCY REPAIR PROGRAM DEFERRED LOAN)

Hammond, Indiana

Project No. James W. & Darla K. Howard

Loan No. _____ Date Made: November 5, 1984

Amount of Loan: \$6,050.00 Date Due: November 5, 1985

Legal Description of Real Estate, [hereinafter referred to as "REAL ESTATE"] Lot 22, Block 2, North Side Addition to Hammond, as shown in Plat Book 1, page 77, in Lake County, Indiana.
Common Address: 244 Marble Street

FOR VALUE RECEIVED, the undersigned jointly and severally promise(s) to pay to the order of the City of Hammond, Indiana, (hereinafter called "the Municipality"), acting by and through the Hammond Redevelopment Commission, or its successors or assigns, the sum of six thousand and fifty

DOLLARS (\$6,050.00), at 244 Marble Street,
Hammond, Indiana 46327 or such other place as the holder hereof may direct in writing, with interest thereon at the rate or rates from such times and at such times hereinafter provided, with attorneys' fees and costs of collection, and without relief from valuation or appraisal laws.

This NOTE shall be payable as follows:

1. On the first annual anniversary of this NOTE, interest shall begin to accrue at the rate of 3 percent per annum, computed monthly, and such interest shall continue until this NOTE shall be paid in full.

2. On the first annual anniversary, the principal and interest due hereunder shall be amortized over a period of not more than 60 months, and Obligors shall, on the fifth day of the 13th month after the date of this NOTE, begin making payments of one hundred and eight and seventy-one cents (\$108.71) Dollars each month, continuing each month thereafter until this NOTE shall be paid in full.

3. Unless otherwise agreed in writing and approved by the Hammond Redevelopment Commission, all sums due hereunder shall be due and payable on the 5th annual anniversary of this NOTE unless the following shall occur at some earlier point in time:

(A) Sale, conditional sale, contract sales, assignment or other transfer for a valuable consideration of the fee simple interest of the undersigned, or either of the, either jointly or severally, or the survivor of them, in the REAL ESTATE described above, whether by conveyance or other transfer of title, by assignment or other transfer of any beneficial interest in any trust having any interest in the property, or by any other means; or

(B) Death of the last surviving of the undersigned obligor(s).

CHICAGO TITLE INSURANCE COMPANY
INDIANA DIVISION

(C) When all of the Obligors shall no longer continuously, actually and physically reside at the Real Estate.

at which date the entire principal amount of this NOTE, or the entire remaining principal balance, and all sums due hereunder, shall be immediately due and payable.

4. The undersigned may prepay at any time all or any part of the principal amount of this NOTE without the payment of penalties or premiums. All payments on this NOTE shall be applied first to the interest, and then to the principal due on the NOTE. If the obligation evidenced by this NOTE is reduced to judgment, such judgment shall bear interest at the rate allowed by law. If suit is instituted by the Municipality to recover on this NOTE, the undersigned agree(s) to pay all costs of such collection, including reasonable attorneys' fees, court costs, and costs of investigating title in order to foreclose any mortgage which secures this NOTE.

5. This NOTE is secured by a first mortgage, of even date herewith.

6. The undersigned severally waive, demand, presentment for payment, protest, notice of protest, and notice of non-payment or dishonor of this NOTE, and any enforcement or collection of the obligation evidenced by this NOTE shall be without relief to the undersigned from valuation and appraisal laws. The undersigned further severally waive, to the extent authorized by law, any and all homestead and other rights of exemption which would otherwise apply to the debt evidenced by this NOTE.

7. Upo written application by the Obligors, and submission of income tax returns or other information as the Municipality may reasonably require, the Municipality may agree to an extension of the deferral period or an adjustment of the amount of the payments required hereunder.

8. This NOTE, and the obligations herein stated; shall be binding upon the obligor(s), jointly and severally, and upon their respective heirs, personal representatives, successors in interest, and assigns.

IN WITNESS WHEREOF this NOTE has been duly executed by the undersigned the day and month first above mentioned.

OBLIGORS

James W. Howard
NAME: James W. Howard

ADDRESS: 244 Marble Street
Hammond, Indiana 46327

Darla K. Howard
NAME: Darla K. Howard

ADDRESS: 244 Marble Street
Hammond, Indiana 46327

WITNESS TO THE ABOVE
SIGNATURES:

Paul Casper