

CP 473 458' 60

2

SECOND REAL ESTATE MORTGAGE

THIS INSTRUMENT ("Mortgage") WITNESSES: That the undersigned, jointly and severally, ("Mortgagors") of the State of Indiana, hereby MORTGAGE and WARRANT to INDIANA HOUSING FINANCE AUTHORITY ("Mortgagee"), the real estate and improvements ("Real Estate") located in LAKE County, State of Indiana; more particularly described in Exhibit A, attached hereto and made a part hereof, together with all rights, privileges, interests, easements, hereditaments, appurtenances, fixtures and improvements now or hereafter belonging, appertaining, attached to, or used in connection with, the Real Estate, and all the rents, issues, income and profits thereof (collectively, the "Mortgaged Property").

This Mortgage is given to secure performance of the provisions hereof and to secure payment of a certain promissory note (the "Note") of even date herewith; executed and delivered by Mortgagors.

Mortgagors jointly and severally, covenant with Mortgagee as follows:

1. **Payment of Sums Due.** Mortgagors shall pay when due all indebtedness secured by this Mortgage, on the dates and in the amounts, respectively, as provided in the Note or in this Mortgage, as when the payment(s) thereof become due, all without relief from valuation and appraisal laws and with attorney's fees.
2. **No Liens.** Mortgagors shall not permit any lien of mechanics or materialmen to attach to and remain on the Mortgaged Property or any part thereof for more than 45 days after receiving notice thereof from Mortgagee.
3. **Repair of Mortgaged Premises; Insurance.** Mortgagors shall keep the Mortgaged Property in good repair and shall not commit waste thereon. Mortgagors shall procure and maintain in effect at all times adequate insurance in insurance companies acceptable to Mortgagee against loss, damage to, or destruction of the Mortgaged Property because of fire, windstorm or other such hazards in such amounts as Mortgagee may reasonably require from time to time, and all such insurance policies shall contain proper clauses making all proceeds of such policies payable to Mortgagee and Mortgagors as their respective interests may appear. Upon request, all such policies of insurance shall be delivered to and retained by the Mortgagee until indebtedness secured hereby is fully paid.
4. **Taxes and Assessments.** Mortgagors shall pay all taxes or assessments levied or assessed against the Mortgaged Property, or any part thereof, and when the same become due and before penalties accrue.
5. **Advancement to Protect Security.** Mortgagee may, at its option, advance and pay all sums necessary to protect and preserve the security intended to be given by this Mortgage. All sums so advanced and paid by Mortgagee shall become a part of the indebtedness secured hereby and shall bear interest from the date of payment at the rate of eighteen percent (18%) per annum. Such sums may include, but are not limited to, insurance premiums, taxes, assessments and liens which may be or become prior and senior to this mortgage as a lien on the Mortgaged Property, or any part thereof, and all costs, expenses and attorney's fees incurred by Mortgagee in respect of any and all legal or equitable proceedings which relate to this Mortgage or to the Mortgaged Property.
6. **Default by Mortgagor; Remedies of Mortgagee.** Upon default by Mortgagor in any payment provided for herein or in the Note, or in the performance of any covenant or agreement of Mortgagor hereunder or in the Note, including any other mortgage applicable to the Mortgaged Property, or if Mortgagors shall abandon the Mortgaged Property, then and in any such event, the entire indebtedness secured hereby shall become immediately due and payable at the option of Mortgagee, without notice, and this Mortgage may be foreclosed accordingly. Upon such foreclosure, Mortgagee may obtain appropriate title evidence to the Mortgaged Property, and may add the cost thereof to the principal balance due.
7. **Non-Waiver; Remedies Cumulative.** No delay by Mortgagee in the exercise of any of its rights hereunder shall preclude the exercise thereof so long as Mortgagor is in default hereunder, and no failure of Mortgagee to exercise any of its rights hereunder shall preclude the exercise thereof in the event of a subsequent default by Mortgagor hereunder. Mortgagee may enforce any one or more of its rights or remedies hereunder successively or concurrently.
8. **Extensions; Reductions; Renewals; Continued Liability of Mortgagor.** Mortgagee may extend the time for payment of the indebtedness, or reduce the payments thereon, or accept a renewal note or notes thereafter, without consent of any junior lienholder, and without the consent of Mortgagors. No such extension, reduction or renewal shall affect the priority of this Mortgage or impair the security hereof in any manner whatsoever, or release, discharge or affect in any manner the personal liability of Mortgagors to Mortgagee.
9. **Subordination.** This Mortgage shall be subordinate only to Mortgagors' purchase money mortgage of even date herewith, the proceeds of which being utilized only to purchase the Mortgage Property.
10. **General Agreement of Parties.** All rights and obligations hereunder shall extend to and be binding upon the several heirs, representatives, successors and assigns of the parties to this Mortgage. When applicable, use of the singular form of any word also shall mean or apply to the plural and masculine form shall mean and apply to the feminine or the neuter. The titles of the several paragraphs of this Mortgage are for convenience only and do not define, limit or construe the contents of such paragraphs.

If the Mortgaged Property is refinanced, sold or otherwise transferred by the undersigned, or if the Mortgaged Property is ever held or used by Mortgagors for the purpose of something other than their principal place of residence, then, notwithstanding the foregoing, any and all amounts outstanding and due immediately to Mortgagee under the Note, shall be due and payable to Mortgagee upon such occurrence.

IN WITNESS WHEREOF, Mortgagor has executed this Mortgage this 26 day of April, 1994.

Mortgagor:
Kenneth J. Maglish
Signature:
KENNETH J. MAGLISH
Printed:

Jennifer R. Maglish
Signature:
JENNIFER R. MAGLISH
Printed:

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Kenneth J. Maglish and
Jennifer R. Maglish

Before me, a Notary Public in and for said County and State, personally appeared Jennifer R. Maglish, who, being duly sworn, acknowledged execution of the foregoing Mortgage.

Witness my hand and Notarial Seal this 26th day of April, 1994.

My Commission Expires:
6/25/95

Star Lugar
Notary Public STAR LUGAR

My County of Residence:
LAKE

Printed Name

This instrument was prepared by Lante K. Earnest, Esq., KLINEMAN, ROSE, and WOLF, P.C., 135 N. Pennsylvania Street, Suite 2100, Indianapolis, Indiana 46204-2456.

032337

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
94 APR 29 AM 10:30
SAMUEL ORLICH
RECORDER

1000 ct

**INDIANA HOUSING FINANCE AUTHORITY
PROMISSORY NOTE**

Borrower's Name(s): KENNETH J. and JENNIFER R. MAGLISH

Property Address: 7517-140th Pl., CEDAR LAKE, IN (the "Property")

This is the Agreement that covers your loan from the INDIANA HOUSING FINANCE AUTHORITY ("IHFA") for the money borrowed pursuant to the FIRST/HOME Single Family Mortgage Loan Program. If you agree to be bound by the promises in this Agreement, sign your name below. If more than one person signs, each will be responsible for repaying the loan in full.

We use the words you and your to mean the Borrower and anyone else who signs the Agreement. We, us, and our, refer to IHFA and its assigns.

PROMISE TO PAY. You promise to pay us or to our order the principal sum of SIXTEEN THOUSAND THREE HUNDRED EIGHTY and 00/100 Dollars (16,380.00) without interest on the outstanding principal balance existing from time to time, until Maturity (defined below) but thereafter or during any period while there exists any uncured default at the rate of eighteen percent (18%) per annum together with costs of collection, attorneys' fees and without relief from valuation or appraisal laws. (the "Loan"). Payments shall be made as described below.

Principal and interest, if any, shall be paid upon the first to occur of the following: (i) sale of the Property; (ii) payoff or refinancing of the first mortgage on the Property; or, (iii) your changing your principal place of residence from the Property; ("Maturity"). All payments shall be first applied to interest and the balance, if any, to principal.

You agree to make payment in full on or before Maturity.

You are authorizing us to pay, on your behalf, the amount you are borrowing to the company or its agent from whom you are receiving your mortgage loan to purchase the Property for disbursement.

You must make your payment to IHFA or to anyone to whom this Note is sold or assigned.

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate. %	FINANCE CHARGE The dollar amount the credit will cost you. \$	AMOUNT FINANCED The amount of credit provided to you or on your behalf. \$ 16,380.00	TOTAL OF PAYMENTS The amount you will have paid after you have made all payments as scheduled. \$ 16,380.00
---	--	---	--

Payment Schedule:

Number of Payments	Amount of Payments	When Payments Are Due:
One (1)	\$ 16,380.00	Maturity

DEMAND FEATURE:

This Loan has a demand feature as follows: (i) sale of the Property; (ii) payoff or refinancing of the first mortgage on the Property; or (iii) your changing your principal place of residence from the Property.

SECURITY: You are giving a security interest in the real estate you are purchasing with this loan identified above as the Property (the "Mortgage").

ASSUMPTION: Someone buying this property cannot assume the remaining balance due under original mortgage terms.

FILING/RECORDING FEES: \$

PREPAYMENT: If you pay off your loan early, you will not have to pay a penalty.

See your contract documents for any additional information regarding non-payment, default, required repayment in full before scheduled date, and prepayment refunds and penalties.

EXHIBIT "A"

The North 100 feet of Lots 24 and 25, Block 2, C.N. Straight's Subdivision, in the Town of Cedar Lake, except the West 25 feet of the North 100 feet of Lot 25, as shown in Plat Book 8, page 20, in Lake County, Indiana.

