

2000 018655

2000 MAR 20 AM 9:10

LOAN NO. 28-109630-4

RECORDED  
FILED

**SECOND MORTGAGE AGREEMENT**

**WHEREAS,**

JOAQUIN AND JOSEFINA ROMERO

Is the purchaser of or owner providing rehabilitation of a home on certain real property 30 HUBER BLVD., HOBART, IN 46342 in LAKE County, IN.

described as: THE WEST 7.5 FEET OF LOT 34, ALL OF LOT 33, AND THE EAST 10 FEET OF LOT 32, BLOCK 7, SIXTH ADDITION TO NEW CHICAGO, AS SHOWN IN PLAT BOOK 6, PAGE 47, IN LAKE COUNTY, INDIANA, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

**This Document is the property of  
the Lake County Recorder!**

and;

**WHEREAS, HFS BANK, FSB** of Hobart, Indiana received a direct pay subsidy in the amount of \$ 5,000.00 (Subsidy) under the Home Savings Program (HSP) of the Federal Home Loan Bank of Indianapolis (FHLBI), subject to the Federal Housing Finance Board, FHFB, regulations 12 C.F.R. 960.1 et seq. For the purposes of providing funding for Downpayment and Closing Costs assistance or Owner Occupied rehabilitation of the above mentioned home, and;

**WHEREAS,** for a period of 5 years (retention period) after the date of the within Agreement the HSP requires (1) that all purchasers of the Premises qualify as "low and moderate-income households" or "very low-income households" as defined in 12 C.F.R. 960.1 and (2) that the use of said Premises otherwise shall remain consistent with the purposes of the HSP, and;

**WHEREAS,** if any time during said Retention Period the foregoing requirements are not complied with, **HFS BANK, FSB** will be required to reimburse FHLBI for the amount of the Subsidy less subsidy forgiven on a prorata basis of the Subsidy for each month that the foregoing requirements were complied with and;

**WHEREAS,** JOAQUIN AND JOSEFINA ROMERO Purchasers,

30 HUBER BLVD., HOBART, IN 46342 Address

(Collectively the "Undersigned") are purchasers of the above described Premises;

**NOW THEREFORE** in consideration of the Premises and as an inducement to **HFS BANK, FSB** disbursing the Subsidy to Purchaser, come the Undersigned and represents and warrants as follows:

1. That the Undersigned qualifies as a "low-and moderate-income household" or "very low-income household" as defined in 12 C.F.R. 960.1.

BURNET TITLE

TICOR Sch

11  
om  
TI

2. That if within 5 years of the date of the within Agreement (1) the Undersigned sells the Premises or (2) the Undersigned otherwise uses the Premises in a manner inconsistent with the purposes of the HSP, the Undersigned shall immediately reimburse *HFS BANK, FSB*, from sale proceeds if applicable, for the amount of the Subsidy then owing to the FHLBI as based on the prorata subsidy forgiveness for months that the household was in compliance.
3. That the covenants of the within Agreement shall bind the successors and assigns of the Undersigned.
4. That in the event that any provision of this is in conflict with applicable law, such conflict shall not conflict with other provisions of this Agreement. To these end provisions of this Agreement are declared to be severable.

Signed this 15TH day of MARCH, 2000

Witnesses:

\_\_\_\_\_  
 \_\_\_\_\_

Purchasers:

Joaquin Romero  
 JOAQUIN ROMERO  
Josefina Romero  
 JOSEFINA ROMERO

STATE OF INDIANA,

County ss: LAKE

On this 15th day of March, 2000, before me, the undersigned, a Notary Public in and for said County, personally appeared Joaquin Romero and Josefina Romero, and acknowledged the execution of the foregoing instrument.

Witness my hand and official seal.



Denise K. Zawada  
 Denise K. Zawada

My commission expires:  
 8/31/2006

This instrument prepared by: ANGELA ALBERTSON

