

Chicago Title Insurance Company

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2000 050449

2000 JUL 18 AM 9:55

MORRIS W. CARTER  
RECORDER

620002063

**CITIZENS FINANCIAL SERVICES, FSB  
AFFORDABLE HOUSING PROGRAM  
MORTGAGE**

**THIS MORTGAGE** is given on July 6, 2000. The mortgagor is Roberto C. Lopez and Elena Lopez husband and wife and Martha Escobedo as joint tenants with rights of survivorship (Borrower). This mortgage is given to Citizens Financial Services, FSB, which is organized and existing under the laws of the United States of America, and whose address is 707 Ridge Road, Munster Indiana 46321 (Lender).

Borrower has received a forgivable subsidy loan in the principal amount of Four Thousand Five Hundred Dollars and 00/100 (\$4,500.00) from Lender through Lender's participation in the Federal Home Loan Bank's Affordable Housing Program.

In addition, Borrower has received an additional and related loan in the amount of \$0.00 from Lender as evidenced by a promissory Note of even date ("Related Note").

The purpose of the ("Subsidy Note") was to provide financial assistance to homeowners to improve the condition of their residence. The subsidy is evidenced by Borrower's Note dated the same date as this Mortgage which provides that a proportionate share of the subsidy loan is forgiven yearly on the anniversary date of the ("Subsidy Note"). This Mortgage secures to Lender; (a) the repayment of the subsidy evidenced by the Subsidy Note in the event of Borrower's default in any of the terms and conditions of the Affordable Housing Program; (b) the promissory Note to Lender of even date in the amount of \$0.00 ("Related Note"); (c) the payment of all other sums advanced by Lender to protect the security for the Mortgage; (d) the performance of Borrower's covenants and agreements under this Mortgage and the Note; and (e) all fees and expenses incurred by Lender in preparing and recording payoff statements, assumption agreements, modifications or releases.

For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in Lake County, Indiana:

*Lot 17, Block 3, Beverly Sixth Addition, to the City of Hammond, as per plat thereof, recorded in Plat Book 29, page 62, in the Office of the Recorder of Lake County, Indiana.*

which has the address of 7848 Birch Drive, Hammond IN 46324.

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 the Mortgage. All of the foregoing is referred to in this Mortgage as the "Property."

OT 11:00 AM

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 of record.

Borrower further covenants and agrees:

- a. Not to permit any lien of mechanics or materialmen to attach and to remain on the premises
- b. Keep the premises in good repair and not to commit waste thereon.
- c. Pay all taxes and assessments as they come due and before penalties arise.
- d. Pay all indebtedness secured by this Mortgage when due, all without relief from valuation and appraisal laws.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Mortgage and in any rider (s) executed by Borrower and recorded with it.

*Roberto C. Lopez*  
 \_\_\_\_\_  
 Roberto C. Lopez, Borrower

*Elena Lopez*  
 \_\_\_\_\_  
 Elena Lopez, Borrower

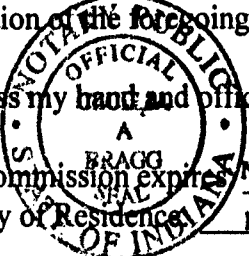
*Martha Escobedo*  
 \_\_\_\_\_  
 Martha Escobedo, Borrower

STATE OF INDIANA )  
 ) SS:  
 COUNTY OF LAKE )

On this 6 th day of JULY, 2000 before me, the undersigned, a Notary Public in and for said County, personally appeared ROBERTO C. + ELENA LOPEZ and MARTHA ESCOBEDO and acknowledged the execution of the foregoing instrument as a voluntary act and deed.

Witness my hand and official seal.

My Commission expires APR. 18, 2008  
 County of Residence LAKE COUNTY



*Ceclia A. Bragg*  
 \_\_\_\_\_  
 Notary Public

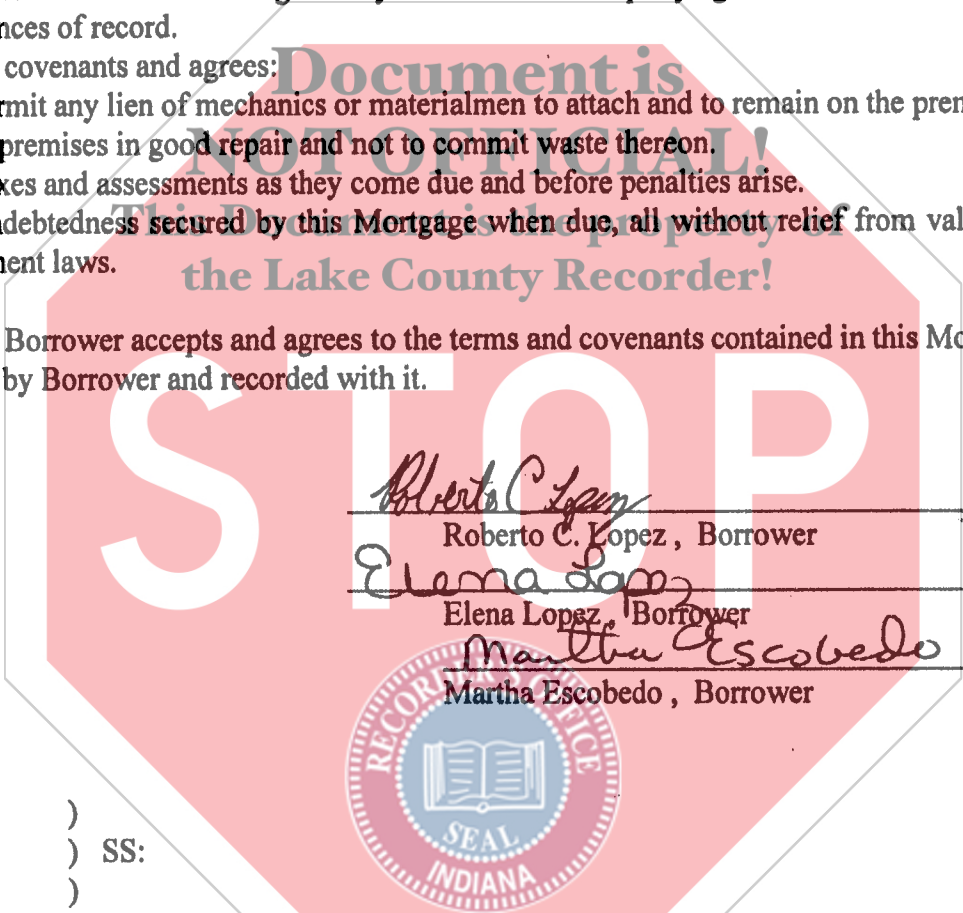
This Instrument prepared by Brian L. Goins, Attorney-at-Law #8616-45, 707 Ridge Road, Munster, IN 46321

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 Roberto C. Lopez, Borrower

Elena Lopez  
 Elena Lopez, Borrower

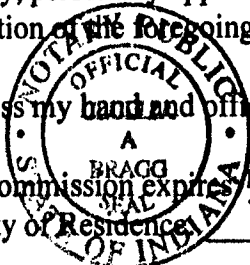
Martha Escobedo  
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Cecelia A. Bragg  
 Notary Public

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