

2004 015589

STATE OF INDIANA
LAKE COUNTY
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MORRIS W. [unclear]
RECORDER

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01A0639

REAL ESTATE MORTGAGE
(Secures Future Advances)

THIS MORTGAGE is made this 20th day of February, 2004, by Tiffany T. Cunningham,* an unmarried woman, whose address is 2449 Calhoun Street, Gary, Indiana, ("Mortgagor") to Standard Federal Bank, a national association ("Standard Federal"), 2600 West Big Beaver Road, Troy, Michigan 48084.

*aka Tiffany Cunningham

W I T N E S S E T H :

WHEREAS, Mortgagor is justly indebted to Standard Federal in the principal amount of Eight Thousand Sixty-Four and 00/100 Dollars (\$8,064.00), together with interest thereon in accordance with a promissory note from Mortgagor to Standard Federal of even date herewith (the "Note"), such Note identified as being secured hereby by a statement thereon, and has entered into an Affordable Housing Program Agreement with Standard Federal of even date herewith (the "Agreement"), under which Mortgagor may be obligated to Standard Federal for amounts up to Eight Thousand Sixty-Four Dollars (\$8,064.00); such Agreement identified as being secured hereby by a statement thereon;

THEREFORE, in order to secure payment of the principal and interest of such indebtedness according to the terms of the Note, and all other amounts payable by Mortgagor thereunder, INCLUDING ANY FUTURE ADVANCES MADE THEREUNDER, and any and all extensions and renewals thereof, however evidenced, and in order to secure the obligations of Mortgagor under the Agreement according to the terms of the Agreement, and all other amounts payable by Mortgagor thereunder, INCLUDING ANY FUTURE ADVANCES MADE THEREUNDER, and any and all extensions and renewals thereof, however evidenced, and in order to secure the performance of the covenants and conditions hereof (the terms, covenants and conditions of the Note, the Agreement and this mortgage are hereinafter collectively referred to as the "Indebtedness") Mortgagor does hereby MORTGAGE and WARRANT to Standard Federal, its successors and assigns forever, certain real property owned by Mortgagor and situated in the State of Indiana, as more particularly described in Exhibit "A" attached hereto, together with all hereditaments, appurtenances, easements and rights of way thereof, including all buildings, improvements, fixtures and articles of personal property (which shall include all articles furnished in letting or operating the building and improvements) which are now, or shall hereafter be placed upon or be attached to the mortgaged premises in any manner, or used in conjunction therewith, all of which for the purpose of this mortgage are hereby declared and shall be deemed to be fixtures and accessions to the freehold and a part of the realty as between the parties hereto, their heirs, personal representatives, successors and assigns, and all persons claiming by, through or under them, and shall be deemed to be a portion of the security for the Indebtedness and to be subject to the lien of this mortgage;

To have and to hold the premises, with all of the tenements, hereditaments, easements, appurtenances and other rights and privileges thereunto belonging or in any manner now or hereafter appertaining, for the use and benefit of Standard Federal upon the conditions hereinafter set forth.

Mortgagor does hereby covenant, promise and agree to and with Standard Federal, which covenants, promises and agreements shall, to the extent permitted by law, be deemed to run with the land, as follows:

**This document is being re-recorded to correct the legal description.

CHICAGO TITLE INSURANCE COMPANY

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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

Handwritten signatures and initials, including a large circular stamp with the number 15.

FIRST: That Mortgagor will pay, and otherwise perform, all the terms, conditions and covenants of the Indebtedness.

SECOND: At the time of the execution and delivery of this mortgage, the Mortgagor is well and truly seized of the premises in fee simple, free of all easements, liens and encumbrances whatever (other than those easements, liens and encumbrances of record as of the date hereof and the rights of the public in any part of the premises used or taken for road purposes), and will forever warrant and defend the same against any and all other claims whatever. The lien created hereby is and, until the debt secured hereby is fully satisfied, will be kept as a valid lien upon the premises and every part thereof, subject only to the foregoing exceptions.

THIRD: To keep all insurable property covered hereby insured against such risks in such form in such amounts for such periods as may be required by Standard Federal and to pay when due all premiums on any such insurance. All insurance shall be carried in companies approved by Standard Federal and the policies and renewals thereof shall be held by Standard Federal and have attached thereto mortgage clauses in favor of and in form acceptable to Standard Federal. Each insurance company concerned is hereby directed to make payment for such loss to Standard Federal only, and the insurance proceeds, or any part thereof, may be applied by it, at its option, upon any indebtedness secured hereby, or to the restoration or repair of the property damaged, or released to the Mortgagor. In the event Standard Federal applies insurance proceeds to the restoration or repair of the property damaged, any surplus shall be paid to Mortgagor. In the event Standard Federal releases such proceeds to the Mortgagor, the Mortgagor shall be obligated to use such proceeds to restore or repair the premises unless Standard Federal otherwise specifies in writing. In the event of foreclosure of this mortgage or other transfer of title to the premises 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 to the extent permitted by such policies and the Mortgagor hereby appoints Standard Federal its attorney-in-fact, in the Mortgagor's name, to assign and transfer all such policies and proceeds to such purchaser or grantee.

FOURTH: To pay all taxes, assessments and other charges which are now or shall hereafter be a lien against the premises, or any part thereof, before any penalty for nonpayment attaches, and deliver to Standard Federal receipts showing the payment thereof.

FIFTH: To keep all property covered hereby in good repair and condition, to comply promptly with all laws, ordinances, regulations or requirements of any governmental authority applicable thereto, and to abstain from the commission of waste.

SIXTH: Should any default be made in the covenants or conditions hereof or in any agreement between the parties hereto pertaining to the Indebtedness, Standard Federal may, without demand or notice, pay any taxes, assessments, premiums or liens required to be paid by Mortgagor, effect any insurance provided for herein, make such repairs, cause the abstract or abstracts of title or title insurance policy and tax histories of the premises to be certified to date or procure new abstracts of title or title insurance and tax histories in case none were furnished to it and procure title reports covering the premises, and the sums paid for any one or all of such purposes shall from the time of payment thereof be due, with interest thereon at the rate of interest set forth in the evidence of the Indebtedness and shall constitute a further lien upon the premises under this mortgage. In the event of foreclosure, the abstracts of title or title insurance shall become the property of Standard Federal. All abstracts of title, title insurance, tax histories, surveys and other documents pertaining to the Indebtedness shall remain in Standard Federal's

possession until the Indebtedness is paid in full.

SEVENTH: The failure, refusal or neglect of Mortgagor to pay any taxes or assessments levied against the premises, or any insurance premiums upon policies of insurance covering the premises, shall constitute waste in accordance with the statute in such case made and provided.

EIGHTH: Standard Federal, in making the Grant secured by this mortgage, is relying upon the integrity of Mortgagor and its undertaking to maintain the premises. If Mortgagor should: (a) sell, transfer, convey or assign the Premises, or any right, title or interest therein, whether legal or equitable, whether voluntarily or involuntarily, by any method of conveyance of real property interests, other than a sale on land contract to persons of very low income, as defined in the Regulations which are described in the Agreement, and a corresponding option to repurchase on the part of the Mortgagor; or (b) cause, permit or suffer any change in the current ownership or management of the Mortgagor; or (c) cause, permit or suffer any change in the current management and control of the premises or in the degree of control Mortgagor exercises or is empowered to exercise over the decisions affecting the ownership and operation of the premises as of the date hereof, then, and in any such event, Standard Federal shall have the right at its sole option thereafter to declare all sums secured hereby and then unpaid to be due and payable forthwith although the period limited for the payment thereof shall not then have expired, anything contained to the contrary hereinbefore notwithstanding, and thereupon to exercise all of its rights and remedies under this mortgage. If the ownership of the premises, or any part thereof, becomes vested in a person other than the Mortgagor (with or without Standard Federal's consent), Standard Federal may deal with such successor or successors in interest with reference to this mortgage, and the indebtedness hereby secured, in the same manner as with the Mortgagor, without in any manner vitiating, releasing or discharging the Mortgagor's liability hereunder or upon the indebtedness hereby secured. No sale of the premises and no forbearance or extensions by Standard Federal of the time for payment of the indebtedness hereby secured or the performance of the covenants and agreements herein provided shall in any way operate to release, discharge, modify, change or affect the lien of this mortgage or the liability of Mortgagor on the Indebtedness or for the performance hereof, either in whole or in part, and the Mortgagor shall at all times continue primarily liable on the indebtedness secured hereby until this mortgage is fully discharged or Mortgagor is formally released by an instrument in writing duly executed by Standard Federal.

NINTH: In the event the mortgaged premises, or any part thereof, are taken under the power of eminent domain, the entire award shall be paid to Standard Federal, and applied first upon the Indebtedness, and Standard Federal is hereby appointed attorney-in-fact for this purpose and is empowered in the name of the Mortgagor to receive and give acquittance, discharge and satisfaction for such award or judgment, whether it be joint or several, on behalf of the Mortgagor or its successors in interest.

TENTH: In the event of default in the payment when due of any amount of the Indebtedness secured hereby, or any part thereof, or in the payment of any taxes, assessments or insurance, in whole or in part, or in the performance of any of the covenants or conditions hereof or if Mortgagor permits any lien to be placed against the mortgaged premises or does any act where the property is made less valuable, Standard Federal may, without notice, at its option, declare the entire Indebtedness secured hereby due, then or thereafter, as it may elect, regardless of the date of maturity and is hereby authorized and empowered to sell or cause to be sold the mortgaged premises at public auction, and to execute and deliver to the purchaser or purchasers at such sale, deeds of conveyance good and sufficient at law, pursuant to the statute in such case made

and provided, and out of the proceeds of the sale to retain the sums then due hereunder, and all costs and charges of the sale, including reasonable attorney's fees, rendering any surplus moneys to Mortgagor, and such sale or a sale made pursuant to a judgment for the foreclosure hereof may at the option of Standard Federal be made en masse. Mortgagor understands that upon the occurrence of an event of default, Standard Federal is hereby authorized and empowered to sell the premises, or cause the same to be sold and to convey the same to the purchaser in any lawful manner. The commencement of proceedings to foreclose this mortgage in any manner authorized by law shall be deemed an exercise of the above option. After the date the Indebtedness secured by this mortgage has been accelerated by Standard Federal, acceptance by Standard Federal of any amounts paid by the Mortgagor which are less than the full outstanding principal balance of the Indebtedness plus accrued interest and late charges, shall not be deemed a waiver of default or acceleration, but shall be credited toward the balance owed unless Standard Federal specifically agrees in writing to waive default and/or acceleration.

Upon the occurrence of an event of default, Standard Federal shall be entitled to procure appraisals, environmental audits and such other investigations or analyses of the premises as Standard Federal may determine to be required by regulatory or accounting rules, procedures or practices or to otherwise be prudent or necessary. Mortgagor shall grant Standard Federal free and unrestricted access to the premises for such purposes. Mortgagor covenants to pay forthwith to Standard Federal all sums paid for such purposes, and such sums and the interest thereon shall constitute a further Lien upon the premises.

ELEVENTH: As additional security for the payment of the Indebtedness and the performance of all of Mortgagor's obligations hereunder or secured hereby, and under any other document executed simultaneously or in connection herewith, Mortgagor does hereby sell, assign, transfer and set over unto Standard Federal, all the rents, profits and income under all leases or occupancy agreements or arrangements, however evidenced or denominated, upon or affecting the premises (including any extensions, amendments or renewals thereof), whether such rents, profits and income are due or are to become due, including all such leases in existence or coming into existence during the period this mortgage is in effect. This assignment shall continue to be operative during foreclosure or any other proceedings taken to enforce this mortgage. In the event of a foreclosure sale which results in a deficiency, this assignment shall stand as security during the redemption period for the payment of such deficiency. This assignment is given as collateral security only and does not and shall not be construed as obligating Standard Federal to perform any of the covenants or undertakings required to be performed by Mortgagor in any leases. Until the occurrence of an event of default hereunder, Mortgagor may receive, collect and enjoy the rents and income from the premises. In the event of default in any of the terms or covenants of this mortgage, Standard Federal shall be entitled to collect the rents and income from the premises, rent or lease the premises or any portion thereof upon such terms and for such time as it may deem best, maintain proceedings to recover rents or possession of the premises from any tenant or trespasser, and apply the net proceeds of such rent and income, in any order determined by Standard Federal, to the payment of all of the costs and expenses incurred by Standard Federal in exercising its rights under this paragraph, the payment of the indebtedness, and the payment of expenses of preserving the premises, including taxes and insurance premiums. Standard Federal shall be entitled to enter the premises for the purpose of delivering any and all such notices and other communications to the tenants and occupiers thereof as shall be necessary or desirable in Standard Federal's discretion to exercise its rights hereunder. Standard Federal shall at no time have any obligations whatever to attempt to collect rent from any tenant or occupier of the mortgaged premises notwithstanding that such

tenants and occupiers may not be paying rent to either Mortgagor or to Standard Federal.

TWELFTH: The Mortgagor represents and warrants to Standard Federal:

(a) Neither the Mortgagor nor, to the best of Mortgagor's knowledge after due inquiry, any prior owner of the premises or any other person has caused or permitted any waste, oil, pesticides, or any substance or material of any kind which is currently known or suspected to be toxic or hazardous, including but not limited to any substance defined as a "Hazardous Waste" in Title 40, Part 261 of the Code of Federal Regulations, (hereinafter referred to as "Hazardous Material") to be discharged, dispersed, released, stored, treated, generated, disposed of, or allowed to escape on, under or at the premises, nor have the premises, or any part thereof, ever been used by the Mortgagor or, to the best of Mortgagor's knowledge after due inquiry, any prior owner of the premises or any other person, as a dump, storage or disposal site for any Hazardous Material.

(b) No asbestos or asbestos-containing materials have been installed, used, incorporated into, or disposed of on the premises.

(c) No polychlorinated biphenyls ("PCBs") are located on or in the premises, in the form of electrical transformers, fluorescent light fixtures with ballasts, cooling oils, or any other device or form.

(d) To the best of Mortgagor's knowledge, no underground storage tanks are located on the premises or were located on the premises and subsequently removed or filled.

(e) The Mortgagor (1) has not received any notice of any release or threatened release of any Hazardous Materials in, under or upon the premises or of any violation of any environmental or ecological protection laws or regulations with respect to the premises, and (2) does not know of any basis for any such notice or violation with respect to the premises.

Mortgagor hereby indemnifies Standard Federal and agrees to hold Standard Federal harmless from and against any and all losses, liabilities, damages, injuries, costs, expenses and claims of any and every kind whatsoever paid, incurred or suffered by, or asserted against, Standard Federal for, with respect to, or as a direct or indirect result of (a) the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission, discharging or release from, the premises of any Hazardous Material, including, without limitation, any losses, liabilities, damages, injuries, costs, expenses or claims, asserted or arising under the federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §9601 et seq. ("CERCLA"), or any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability or standards of conduct concerning, any Hazardous Material, the costs of any required or necessary clean-up or detoxification of the premises, the costs of the preparation of any clean-up or closure plans and reasonable attorney's fees and costs, or (b) the presence of any asbestos on the premises (including, without limitation, the cost of removal) regardless of whether or not caused by, or within the control of, Mortgagor.

THIRTEENTH: The covenants and conditions hereof shall bind, and the benefit and advantages hereof inure to, the respective heirs, personal representatives, assigns and successors of the parties hereto.

RIDER TO
AFFORDABLE HOUSING PROGRAM
MORTGAGE
(Owner-Occupied)

THIS RIDER is made this ~~xx/xx/xx~~^{20th} day of ~~XXXXXXXX~~ Feb. ~~2003~~²⁰⁰⁴, and is incorporated into and shall amend and supplement a certain mortgage ("Mortgage") by and between Grant Recipient, Tiffany T. Cunningham,* an unmarried woman, ("Grantee"), whose address is 2449 Calhoun, Gary, Indiana, for \$ 8,064.00, dated ~~12/23/03~~^{2/20/04} to **Standard Federal Bank N.A. ("Bank")**, whose address is 2600 West Big Beaver Road, Troy, Michigan 48084 and covering the property described in the Mortgage located at

Legal Description:

***aka Tiffany Cunningham**

See attached Exhibit A

Grantee acknowledges that this grant of \$ 8,064.00 (the "Grant") was made on or about ~~xx/xx/xx~~^{2/20/04} ("Original Date") pursuant to the Affordable Housing Program of the Federal Housing Finance Board (the "Program") and is subject to applicable regulations, as amended from time to time, including, but not limited to, Section 12 CFR 951.5 (the "Regulations") and the application of Bank filed with the Federal Home Loan Bank of Indianapolis, (the "Application").

Additional Provisions: In addition to the covenants and agreements made in the Mortgage, the Grantee and Bank further covenant and agree as follows:

1. Bank will disclose information from time to time to the Federal Home Loan Bank of Indianapolis. Such information may include information as to any defaults that have occurred under the Mortgage or income information about the owner of the property. Bank shall also notify the FHLBI (*mailing address: P.O. Box 60, Indianapolis, IN 46206 Attn. Community Investment Division*) within 30 days after it learns of any sale or refinancing of the property.
2. The Bank will monitor the use of funds awarded under the Program in accordance with the plan set forth in the Application. Grantee shall periodically certify to Bank, as requested by Bank, that Grantee continues to be in compliance with the Regulations. Grantee expressly authorizes Bank to audit Grantee's compliance with the Regulations and the Application.
3. Grantee shall report to Bank from time to time as requested by Bank. The reporting requirements under the Program include, but are not limited to:
 - a. The filing of periodic reports to Bank until the Grant has been fully repaid or during the applicable 5-year time period for single family units. Such reports shall, at a minimum, include a certification by Grantee that Grantee continues to own the Property and occupy it as a principal residence.

b. Grantee shall periodically monitor and verify that it has complied with all income eligibility requirements of the Program as required by Bank. That verification shall occur, at a minimum, at the time of closing on the Mortgage. Reports must be supported by appropriate underlying documentation as required by Bank.

4. Grantee further represents and warrants to Bank that it has full power and authority and has received all authorizations and approvals as may be required to enter and perform its obligations under the Program and to receive the Grant under the Program and that it meets all income eligibility requirements of the Program.

5. **Except as set forth below**, in the event that the Grant proceeds are not used in accordance with the Regulations or are not used for the purpose set forth in the Application, or the property is sold or refinanced within 5 years after the Original Date for single-family units, Grantee agrees to repay the Grant. Grantee acknowledges that the Bank is under no obligation to subordinate its interest to subsequent mortgages. If Grantee wishes to obtain a new first mortgage, a prorated amount of this Grant must be repaid as provided below. If a prorated amount of the Grant becomes due, the amount shall be calculated based on the following formula: the Grant amount ÷ 60 (single-family units) x 60 minus the number of months elapsed since the date of execution of this Rider. This amount to be recaptured shall be immediately deemed to be due and payable. Grantee agrees to fully cooperate with respect to any action taken, including the execution of additional documentation. Failure to repay any amounts demanded shall be a default under the Mortgage.

6. Bank makes no representation or warranty as to the federal, state or local income or other tax consequences, which will result from the receipt of this Grant, or from the payment of interest or principal in conjunction with this loan. Grantee acknowledges that it has consulted with its own investment and tax advisors as to the advisability of entering into this Program.

7. This Rider is subject to the terms and condition of the Application, Program and the Regulations in effect from time to time. By signing below, Grantee accepts and agrees to the terms contained in this Rider. Grantee has executed this Rider on the day and year first above written.

Signature

Tiffany Cunningham

Name aka Tiffany T Cunningham

Signature

Name

Cc: Affordable Housing Program Rider - HO
Rev. (04/01/02)

No: 620038107

LEGAL DESCRIPTION

Lots 15 ~~and 16~~ in Block 2, in Mid-Village Addition, as per plat thereof, recorded in Plat Book 28, page 3, in the Office of the Recorder of Lake County, Indiana.

