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MICHAEL J. SHOWN
RECORDER

**FIRST HOME/PLUS
INDIANA HOUSING FINANCE AUTHORITY
SECOND REAL ESTATE MORTGAGE**

THIS INSTRUMENT ("Mortgage") WITNESSES: That the undersigned JOHN C JIMINEZ, JR. jointly and severally, ("Mortgagors") of the State of Indiana, hereby MORTGAGE and WARRANT to INDIANA HOUSING FINANCE AUTHORITY ("Mortgagee"), the real estate and improvements located at 7033 ARKANSAS AVENUE HAMMOND, IN 46323 ("Real Estate") located in LAKE County, State of Indiana, more particularly described as:

LOT 8, L.N. COOK'S ADDITION TO HAMMON, LAKE COUNTY, INDIANA, AS SHOWN IN PLAT BOOK 16 PAGE 32.

together with all rights, privileges, interests, easements, heraditaments, 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 attorneys' 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 property 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, as and when the same become due and before penalties accrue.

3/04

COMMUNITY TITLE COMPANY

1 of 3

FILE NO X 30034

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IN WITNESS WHEREOF, Mortgagor has executed this Mortgage this 10th day of January, 2005.

Mortgagor:

John C. Jimenez, Jr.
Signature
JOHN C. JIMENEZ, JR.
Printed

Signature

Printed

STATE OF INDIANA)
COUNTY OF LAKE) SS:

Before me, a Notary Public in and for said County and State, personally appeared John C. Jimenez, Jr. who, being first duly sworn, acknowledged execution of the foregoing Mortgage.

Witness my hand and Notarial Seal this 10th day of JANUARY, 2005.

My Commission Expires:

4-15-08

My County of Residence:

LAKE

Patricia Ludington
Notary Public
PATRICIA Ludington
Printed Name

**This Document is the property of
the Lake County Recorder's Office**

**PATRICIA LUDINGTON
NOTARY PUBLIC, STATE OF INDIANA
COUNTY OF LAKE
MY COMMISSION EXPIRES 04-15-08**

This Instrument prepared by:

Return recorded document to:

Indiana Housing Finance Authority
30 South Meridian Street, Suite 1000
Indianapolis, IN 46204

