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2005 107429

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD  
2005 DEC -7 AM 9:55  
MICHAEL A. BROWN  
RECORDER

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

6200 57744

**MICHAEL S. AND BERNADINE J. STANEK \***  
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 located at ("Real Estate") located in LAKE County, State of Indiana, more particularly described as:  
14116 DOFFIN ST CEDAR LAKE IN 46303

\*Husband and Wife

LOT 11 IN BLOCK 3 IN CEDARCREST SUBDIVISION, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 31 PAGE 99, AND RE-RECORDED IN PLAT BOOK 32 PAGE 93, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

together with all rights, privileges, interests, easements, hereditaments, appurtenances, fixtures and improvements 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 company 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.

**THIS INSTRUMENT SECURES A ZERO (0) INTEREST RATE OR OTHER  
SUBSIDIZED LOW RATE LOAN SUBJECT TO IC 24-9-3-2**

Rev. 12/04

1 of 3

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CHICAGO TITLE INSURANCE COMPANY

NOTE: This instrument being re-recorded to correct notary section.

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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 part of the indebtedness secured hereby and shall bear interest from the date or dates 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 attorneys' 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 covenants 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 the 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 lien holder, 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 Mortgaged 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.



**THIS INSTRUMENT SECURES A ZERO (0) INTEREST RATE OR OTHER  
SUBSIDIZED LOW RATE LOAN SUBJECT TO IC 24-9-3-2**

IN WITNESS WHEREOF, Mortgagor has executed this Mortgage this 28 day of NOV, 20 05.

Mortgagor:

Michael S. Stanek  
Signature

Bernadine J. Stanek  
Signature

Printed MICHAEL S STANEK

Printed BERNADINE J STANEK

STATE OF INDIANA )

) SS:

COUNTY OF LAKE

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

\*Michael S. Stanek and Bernadine J. Stanek

Witness my hand and Notarial Seal this 28 day of Nov, 20 05.

My Commission Expires:

9-9-06

Notary Public

Debra Lewis

My County of Residence:

Parker

Printed Name

NOT OFFICIAL!

This Document is the property of the Lake County Recorder

"OFFICIAL SEAL"  
Debra Lewis  
Notary Public, State of Indiana  
My Commission Expires 9-9-2006

This Instrument prepared by:

VALERIE NEFF  
Country Wide Home Loans  
Return recorded document to:

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

STOP



THIS INSTRUMENT SECURES A ZERO (0) INTEREST RATE OR OTHER  
SUBSIDIZED LOW RATE LOAN SUBJECT TO IC 24-9-3-2

Prescribed by the  
State Board of Accounts  
(2005)

County form 170

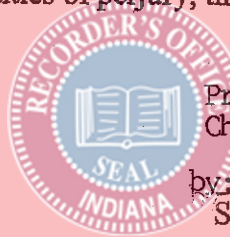
Declaration

This form is to be signed by the preparer of a document and recorded with each document in accordance with IC 36-2-7.5-5(a).

I, the undersigned preparer of the attached document, in accordance with IC 36-2-7.5, do hereby affirm under the penalties of perjury:

1. I have reviewed the attached document for the purpose of identifying and, to the extent permitted by law, redacting all Social Security number in attached document.
2. I have redacted, to the extent permitted by law, each Social Security number in the attached document.

I, undersigned, affirm under the penalties of perjury, that the foregoing declarations are true.



Prepared for recording by  
Chicago Title Insurance Company

by: Carol Webb  
Signature of Declarant

Carol Webb  
Printed Name of Declarant