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STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2009 081624

2009 DEC -9 AM 10:18

MICHAEL A. BROWN  
RECORDER

**MARKET STABILIZATION PROGRAM  
INDIANA HOUSING AND COMMUNITY DEVELOPMENT AUTHORITY  
SECOND REAL ESTATE MORTGAGE**

THIS INSTRUMENT ("Mortgage") WITNESSES: That the undersigned **Audrey D. Franklin**

jointly and severally, ("Mortgagors") of the State of Indiana, hereby MORTGAGE and WARRANT to INDIANA HOUSING & COMMUNITY DEVELOPMENT AUTHORITY ("Mortgagee"), the real estate and improvements located at **7435 Magoun Hammond, IN 46324** ("Real Estate") located in **LAKE** County, State of Indiana, more particularly described as:

Lots Numbered Twenty-two (22), Twenty-three (23) and the North half of Lot Numbered Twenty-four (24), Block 25, Unit 7 of Woodmar, Hammond, as per plat thereof recorded in Plat Book 16, page 34 in the Office of the Recorder of Lake County, Indiana. Parcel ID: ~~2-45-07-17-131-018.000-033~~ together with all rights, privileges, interests, easements, hereditaments, 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 (i) a certain promissory note (the "Note") of even date herewith, executed and delivered by Mortgagors, with interest computed on the unpaid balance from time to time at the rate set forth therein, and any other amounts payable to Mortgagee pursuant to the terms and provisions of the Note ("Primary Debt"); (ii) all sums advanced and costs and expenses incurred by Mortgagee which are made or incurred pursuant to, or allowed by, the terms of this Mortgage and the Note ("Advancements"); (iii) all costs of repossession, collection, disposition and reasonable attorney's fees incurred by Mortgagee ("Costs"); (iv) all other indebtedness, obligations and liabilities of Mortgagor to Mortgagee, now existing or hereafter arising, whether fixed or contingent, direct or indirect, primary or secondary, joint or several, and regardless of how created or evidenced ("Additional Liabilities"); and (v) any and all extensions or renewals of any of the foregoing indebtedness ("Extensions"). (Hereinafter, the Primary Debt, Advancements, Costs, Additional Liabilities and Extensions are referred together as the "Indebtedness").

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 and 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.

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

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FOR MERIDIAN TITLE CORP

4. **Warranties.** Mortgagor covenants and warrants that: (a) Mortgagor is lawfully seized of the Real Estate in fee simple, has valid and indefeasible title to the Mortgaged Property and has a good and legal right to convey and mortgage the Mortgaged Property; (b) the Mortgaged Property is and will remain free from all liens and encumbrances except only mortgages and liens in favor of Mortgagee or approved by it; and, (c) Mortgagor will warrant and defend title to the Mortgaged Property against all claims made thereon.
5. **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.
6. **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 due 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 for any and all legal or equitable proceedings which relate to this Mortgage or to the Mortgaged Property.
7. **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 by 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.
8. **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.
9. **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.
10. **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.
11. **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.

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SUBSIDIZED LOW RATE LOAN SUBJECT TO IC 24-9-3-2**

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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 to Mortgagee under the Note, shall be due and payable immediately to Mortgagee upon such occurrence.

IN WITNESS WHEREOF, Mortgagor has executed this Mortgage this 24th day of November, 2009.

Mortgagor: *Audrey D. Franklin*

Signature  
Audrey D. Franklin

Printed

Signature

Printed

STATE OF INDIANA

COUNTY OF Lake

SS:

Before me, a Notary Public in and for said County and State, personally appeared (borrower name) Audrey D. Franklin who, being first duly sworn, acknowledged execution of the foregoing Mortgage.

Witness my hand and Notarial Seal this 24<sup>th</sup> day of Nov, 2009.

My Commission Expires: 6/15/17

Notary Public

My County of Residence: Lake

Printed Name

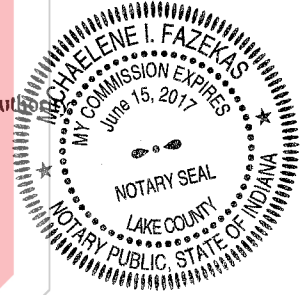
**NOTICE**  
**NOT OFFICIAL!**  
This Document is the property of  
the Lake County Recorder!  
Michaelene I. Fazekas

This Instrument prepared by: Carmen M. Files, Staff Attorney, Indiana Housing & Community Development Authority  
30 South Meridian Street, Suite 1000, Indianapolis, IN 46204 (317) 232-7777.

Return recorded document to:

Indiana Housing & Community Development Authority  
30 South Meridian Street, Suite 1000  
Indianapolis, IN 46204

I affirm, under the penalties of perjury that I have taken reasonable care to redact each Social Security number in this document, unless required by law, *Michaelene I. Fazekas*



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