

6

FROM Bank of America

(TUE) JUN 29 2010 14:55:57 ST: 14:51 / No. 7521492908 P 8

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2010 041282

2010 JUL 16 PM 1:12

MICHELLE R. FAJMAN
RECORDER

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

091926

THIS INSTRUMENT ("Mortgage") WITNESSES: That the undersigned **Deborah J. Ebeling**

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 7911 Jennings Pl Merrillville, IN 46410 ("Real Estate") located in LAKE County, State of Indiana, more particularly described as:

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**

Rev. 03/09

1 of 3

25
#224
CA
E
✓ #6424

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.

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

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 30 day of 06, 20 10.

Mortgagor:

<i>Deborah J. Ebeling</i>	
Signature	Signature
Deborah J. Ebeling	
Printed	Printed

STATE OF INDIANA)
 COUNTY OF Lake) SS:

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

Witness my hand and Notarial Seal this _____ day of _____, 20 _____.

My Commission Expires: 09/27/2012

 Notary Public

My County of Residence: Lake

 Printed Name

ANGELA MANFRE
 Notary Public - State of Indiana
 My Comm. Exp. Sept. 27, 2012

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, Carmen M Files

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

**INDIANA HOUSING & COMMUNITY
DEVELOPMENT AUTHORITY
UNIFORM MORTGAGE RIDER**

The rights and obligations of the parties set forth in the Mortgage to which this Rider is attached (and into which these terms are incorporated) and the Note which it secures are expressly made subject to this Rider. In the event of any conflict between the provisions of this Rider and the provisions of the Mortgage or Note, the provisions of this Rider shall control. To the extent such provisions are not modified by this Rider, all terms, conditions and other provisions of the Mortgage and Note remain in full force and effect.

The Borrower agrees that the Lender (as provided in the Mortgage), the Indiana Housing and Community Development Authority (the "Authority") or its assignee may, at any time and without prior notice, accelerate all payments due under the Mortgage and Note and exercise any and all remedies allowed by law for breach of the Mortgage or Note if:

- (a) The Borrower sells, rents, otherwise transfers any interest in the property or permits or attempts to permit the Mortgage to be assumed; or
- (b) The Borrower fails to occupy the residence as his or her permanent and principal residence; or
- (c) The Borrower fails to abide by any agreement made with the Authority, Lender or Servicer; or
- (d) The Lender or the Authority finds or believes any statement contained in the Affidavit of the Borrower or any other document executed by the Borrower to be untrue, inaccurate or incomplete; or
- (e) The Borrower fails to promptly supply any information or document which the Lender, Servicer, or the Authority may request to verify compliance with the conditions of the Authority's Program pursuant to which the Mortgage was provided.

NOTICE TO THE BORROWER:

THIS DOCUMENT SUBSTANTIALLY MODIFIES THE TERMS OF THIS LOAN. DO NOT SIGN IT UNLESS YOU HAVE READ AND UNDERSTAND IT.

Legal Description
For File: 091926

Situate in Lake County in the State of Indiana, to wit: Lot 234, Lincoln Gardens Third, in the Towns of Merrillville as shown in Plat Book 35, Page 33, Lake County, Indiana.

Parcel Number 45-12-19-278-004.000-030