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RECORDING REQUESTED BY:
BAC Home Loans Servicing, L.P.
1800 Tapo Canyon Road,
CA6-914-01-59
Simi Valley, CA 93063

2010 076169

STATE OF CALIFORNIA
LAKE COUNTY
FILED FOR RECORD

2010 DEC 23 AM 8:41

MAR 11 2011
RECORDED

WHEN RECORDED MAIL TO:
BAC Home Loans Servicing, L.P.
1800 Tapo Canyon Road
Simi Valley, CA 93063
MSN: CA6-914-01-59
Doc. Id. # 77521906090777005



This Space for Recorder's Use Only

TITLE OF DOCUMENT:

Second Real Estate Mortgage

****This Mortgage is Re-recording to correct the property address and to remove the Uniform Mortgage Rider. Recorded on 04/21/10 Instrument # 2010022865****

THIS SPACE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION
(Additional recording fee applies)

► 059-TITLE PAGE (R7/95)

AMOUNT \$ 23-
CASH _____ CHARGE _____
CHECK # 0001902427
OVERAGE _____
COPY _____
NON-COM _____
CLERK RM

1/26/11
E

U

102-5157-75524

2010 022865

INDIANA
COUNTY CLERK
2010 APR 21 AM 9:13
MORTGAGE RECORDS

219000000

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

THIS INSTRUMENT ("Mortgage") WITNESSES: That the undersigned **Joshua D. Johnston**

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 ~~3647 173 ROAD COURT~~ Hammond, IN 46323 * ("Real Estate") located in LAKE County, State of Indiana, more particularly described as:

Lot 79 in Grand Hessville Heights Addition, in the City of Hammond, as per plat thereof, recorded in Plat Book 31 page 87, in the Office of the Recorder of Lake County, Indiana.

* 3647 173RD COURT, HAMMOND, IN 46323

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 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 appraisement 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. 8/09

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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.
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 herein 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**

Change of Address: While any part of our loan to you is unpaid, you promise to tell us in writing before changing your address, or the address where you will be residing. Notification to IHCDA of your change of address will not waive the residency requirement set forth in this promissory note. Additionally, IHCDA may periodically need to verify you continue to reside in the property for compliance with this program and you agree to promptly provide verification of continued residency in property to IHCDA upon request.

Assumption: This loan can not be assumed.

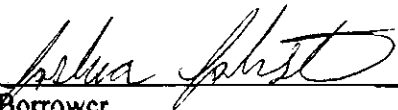
Remedies: If you do not comply with this Agreement, the Property may be sold or otherwise be disposed of and the proceeds will be applied to the amount you owe us. If we bring suit against you, a court may award us a judgment against you for the amount you owe plus collection costs including reasonable attorneys' fees.

Additional Terms: Please refer to the Mortgage you are giving us, the additional terms and conditions of which are incorporated herein.

Delay of Enforcement; Reservation of Rights. We can delay enforcing any of our rights under this Agreement any number of times without losing them. We can waive or delay enforcing a right as to one Borrower without waiving it as to any other Borrower. Also, we can release one Borrower from his or her responsibilities under this Agreement without releasing any other Borrower. We may release the security interest in the Property or agree to accept other collateral without releasing you from your obligation to pay this loan. We need not give anyone notice of our waiver, delay or release. We can enforce this agreement against your heirs and legal representatives.

IF YOU HAVE RECEIVED A COMPLETED COPY OF THIS AGREEMENT AND PROMISE TO FULFILL ITS TERMS, PLEASE SIGN BELOW.

Dated this 31st day of March, 2010.


Borrower
Joshua Johnston

Borrower

**THIS IS 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 31st day of March, 2010.

Mortgagor:

[Handwritten Signature]
Signature

Signature

Joshua D. Johnston
Printed

Printed

STATE OF INDIANA)

) SS:

COUNTY OF Lake)

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

Witness my hand and Notarial Seal this 31st day of March, 2010.

My Commission Expires:

[Handwritten Signature]
Notary Public Laura J. Brasovan

My County of Residence:

Printed Name



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

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, if any, unless required by law: Laura J. Brasovan

Return recorded document to:

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

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