

5

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2011 042845

2011 AUG 10 AM 9:41

MICHELLE R. FAJMAN
RECORDER

**HARDEST HIT FUND
INDIANA HOUSING & COMMUNITY DEVELOPMENT AUTHORITY
MORTGAGE**

THIS INSTRUMENT ("Mortgage") WITNESSES: That the undersigned jointly and severally ("*Mortgagors*"), of the State of Indiana, hereby MORTGAGE and WARRANT to INDIANA HOUSING & COMMUNITY DEVELOPMENT AUTHORITY ("*Mortgagee*"), with the address of 30 South Meridian Street, Suite 1000, Indianapolis, Indiana 46204, the real estate and improvements located at 3782 Kingsway Dr 46307 ("*Real Estate*") located in the city of Crown Point, Lake County, State of Indiana, more particularly described as:

LOT NUMBERED 516 AS SHOWN ON THE RECORDED PLAT OF LAKES OF THE FOUR SEASONS, UNIT 10 RECORDED IN PLAT BOOK 39, PAGE 11 IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA. A.P.N. #: 10-0054-0075-11

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. This Mortgage may secure amounts advanced to or for Borrower after this Mortgage is recorded, but the maximum indebtedness secured by this Mortgage shall not exceed the amount of the Note.

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 or lien holder.

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

Rev 3/11

AMOUNT \$ 22⁰⁰
 CASH _____ CHARGE _____
 CHECK # 8831
 OVERAGE 2⁰⁰
 COPY _____
 NON-COM _____
 CLERK RS

[Handwritten signature]
 1 of 5
[Handwritten mark]

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 proper 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.

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. 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, 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.** Time is of the essence. 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

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

the security hereof in any manner whatsoever, or release, discharge or affect in any manner the personal liability of Mortgagors to Mortgagee.

9. **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.

10. **Governing Law.** This Mortgage is governed and controlled as to validity, enforcement, interpretation, construction, effect and in all other respects by the statutes, laws and decisions of the State of Indiana. This Mortgage may not be changed or amended orally but only by an instrument in writing signed by the party against whom enforcement of the change or amendment is sought.

11. **Assignment.** Mortgagee may at any time assign its rights in this Mortgage, and Mortgagee thereafter shall be relieved from any liability hereunder. Mortgagor may not assign its interest in this Mortgage, or any other agreement with Mortgagee or any portion thereof, either voluntarily or by operation of law, without the prior written consent of Mortgagee.

12. **Severability.** If any provision of this Mortgage is deemed to be invalid by reason of the operation of law, or by reason of the interpretation placed thereon by any administrative agency or any court, the validity and enforceability of the remaining provisions, or portions or applications thereof, shall not be affected thereby and such provisions shall remain in full force and effect.

13. **Title.** Mortgagor is the lawful owner of the Mortgaged Premises, and title is vested in Mortgagor. There has been no prior assignment of any of Mortgagor's rights in the Mortgaged Premises which exist as of the date of this Mortgage.

14. **Waiver of Jury Trial.** MORTGAGOR AND MORTGAGEE (BY ACCEPTANCE OF THIS MORTGAGE), HAVING BEEN REPRESENTED BY COUNSEL, EACH KNOWINGLY AND VOLUNTARILY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS UNDER THIS NOTE AND

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

STATE OF INDIANA)
) SS:
COUNTY OF Porter)

Before me, a Notary Public in and for said County and State, personally appeared Dale Kositzky + Kimberlee H. Kositzky who, being first duly sworn, acknowledged execution of the foregoing Mortgage.

Witness my hand and Notarial Seal this 13th day of July, 2011.

My Commission Expires: June 15, 2019

Porter county Mary Jane O'Brien
Notary Public Mary Jane O'Brien

Return recorded document to:

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

ATTN: HARDEST HIT FUND
This instrument was prepared by:

Chad Michael Dickerson, Esq.
Atty. No. 2911949
for Indiana Housing and Community Development Authority
30 South Meridian Street, Suite 1000
Indianapolis, IN 46204
ATTN: HARDEST HIT FUND

I affirm under the penalties for perjury, that I have taken reasonable care to redact each social security number in this document, unless required by law.

Mary Jane O'Brien

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