

2012 052432

2012 AUG -6 AM 9:45

MICHELLE F. FAJMAN
RECORDER

FIRST HOME/PLUS

BT1200191

**INDIANA HOUSING AND COMMUNITY DEVELOPMENT AUTHORITY
SECOND REAL ESTATE MORTGAGE**

THIS INSTRUMENT ("Mortgage") WITNESSES: That the undersigned **TABITHA HARVEY**

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

1001 NORTH ARBOGAST STREET GRIFFITH 46319

("Real Estate") located in **LAKE**
SEE ATTACHED LEGAL

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 a loan in the amount of and 00/100 Dollars (6894.00.00) (the "Loan") evidenced by 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, upon the first to occur of the following: (1) Thirty (30) years after the date hereof JULY 25, 2042 ("the Forgiveness Date"); (2) the date Mortgagors do not continue to utilize the Mortgaged Property as his and/or her primary address throughout the Affordability Period (as defined in Section 6 of the Note), (3) the date that Mortgagors sell or refinance the Mortgaged Property; (4) the date that Mortgagors violate any other terms or conditions contained in the Note, this Mortgage, or any other agreement made between Mortgagee and Mortgagors related to the Loan; or (5) if Mortgagors are default under the terms of its first mortgage on the Mortgaged Property and foreclosure proceedings have been initiated; (6) if it becomes evident to Mortgagee that any representation or warranty made by the Mortgagors at the time it applied for the Loan was false, misleading, or fraudulent (the occurrence of 2, 3, 4, 5 or 6 "Maturity"). Upon Maturity, the Mortgagors agree to pay to IHICDA the full unpaid principal balance of the Loan, or the Net Proceeds (as defined below) from the sale of the Mortgaged Property, whichever is less. The "Net Proceeds" is defined as the amount of the sales price that Mortgagors received for selling the Mortgaged Property minus the Mortgagors' payoff amount for the first mortgage on the Mortgaged Property and the amount of closing costs that the Mortgagors paid upon the sale of the Mortgaged Property. However, if Maturity is solely related to the occurrence of 2, or 6, Mortgagors must repay the entire unpaid principal balance and Net Proceeds shall not apply. If Maturity does not occur by the Forgiveness Date, the Loan will be forgiven.

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

Rev. June 2012

1 of 3

AMOUNT \$ 2400
CASH _____ CHARGE CT
CHECK# _____
OVERAGE _____
COPY _____
NON-CONF _____
DEPUTY an

CHICAGO TITLE INSURANCE COMPANY

3

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 forty-five (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.
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 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, the plural form to the singular, 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**

IN WITNESS WHEREOF, Mortgagor has executed this Mortgage this 25 day of July, 2012.

Mortgagor: Tabitha Harvey 7
Signature _____ Signature _____
Printed or Typed _____ Printed or Typed _____

STATE OF INDIANA)
COUNTY OF LAKE) SS:

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.

Witness my hand and Notarial Seal this 25th day of July, 2012.

My Commission Expires:

Kevin Zarembo
Notary Public

My County of Residence:

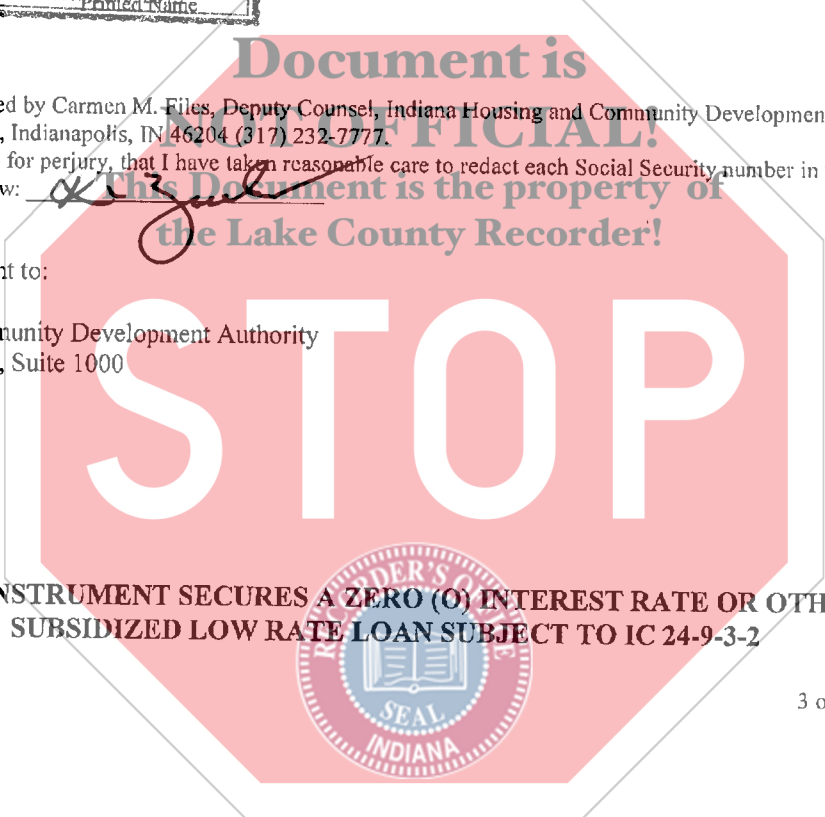


This instrument was prepared by Carmen M. Files, Deputy Counsel, Indiana Housing and Community Development Authority, 30 South Meridian Street, Suite 1000, Indianapolis, IN 46204 (317) 232-7777.

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: Kevin Zarembo

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

EXHIBIT A
LEGAL DESCRIPTION

LOT 95 IN CORRECTED PLAT OF LAWNDALE GARDENS 4TH ADDITION TO GRIFFITH, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 36 PAGE 69, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.



Chicago Title Insurance Company

Adopted 1/1/08

**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.

I hereby consent to the modifications of the terms of the Mortgage and Note which are contained in the Rider.

Dated this 25 day of July 20 12

"Borrower"

"Borrower"

Michelle Norway
Signature

Signature

TABITHA HARVEY
Printed Name

Printed Name

STATE OF INDIANA)
COUNTY OF LAKE) SS:

On this 25 day of July, 2012 the above signed TABITHA HARVEY personally appeared before me, a Notary Public in and for said County and State, and acknowledged the execution of the foregoing instrument.

My Commission Expires:

12/09/19

Kevin Zabemba
Notary Public
Resident of KEVIN ZABEMBA County
Lake County
My Commission Expires
December 9, 2019

This instrument was prepared by: JAMES BOOTH

Address: _____

