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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2012 064407

2012 SEP 14 AM 8:53

REAL ESTATE MORTGAGE

MICHAEL J. MAN
RECORDER

THIS INDENTURE WITNESSETH, that **Affordable Housing Assistance**, of Walnut Creek, CA, (hereinafter referred to as "Mortgagor") MORTGAGES AND WARRANTS to **SWM Properties** of Chico, CA (hereinafter referred to as "Mortgagee"), the following described real estate (hereinafter referred to as "Mortgaged Premises") in **Lake County, State of Indiana**, to-wit:

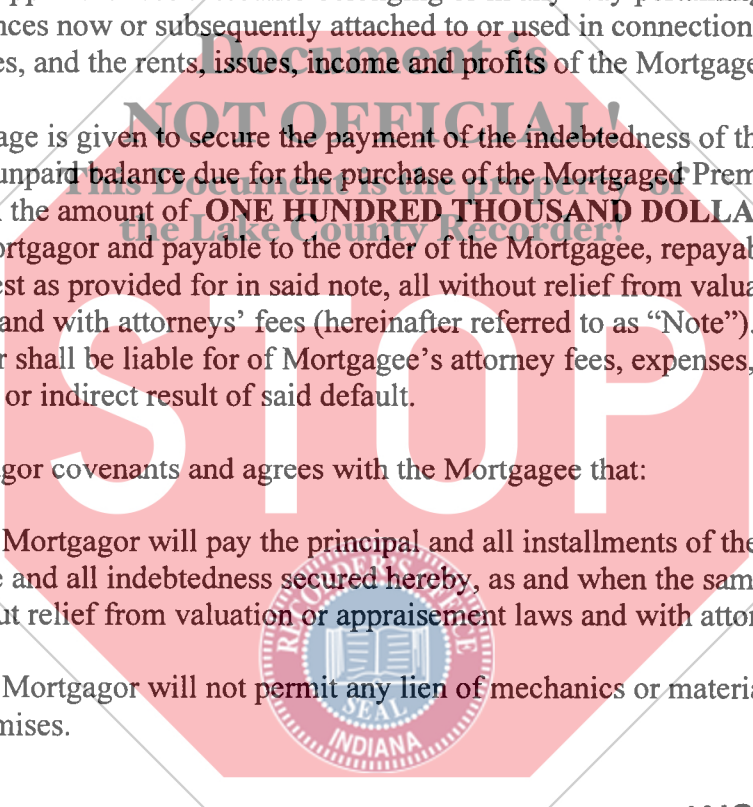
2810 Walnut Lane, Hobart, Indiana 46342
(FOR LEGAL DESCRIPTION, SEE ATTACHED)

together with all improvements now or hereafter situated on the Mortgaged Premises, or used in connection with the Mortgaged Premises, and all rights, privileges, interest, easements, hereditaments and appurtenances thereunto belonging or in any way pertaining thereto, and all fixtures and appliances now or subsequently attached to or used in connection with the Mortgaged Premises, and the rents, issues, income and profits of the Mortgaged Premises.

This Mortgage is given to secure the payment of the indebtedness of the Mortgagor to the Mortgagee for the unpaid balance due for the purchase of the Mortgaged Premises evidenced by Promissory Note in the amount of **ONE HUNDRED THOUSAND DOLLARS (\$100,000.00)**, executed by the Mortgagor and payable to the order of the Mortgagee, repayable in installments, together with interest as provided for in said note, all without relief from valuation or appraisal laws and with attorneys' fees (hereinafter referred to as "Note"). If Mortgagor defaults, Mortgagor shall be liable for of Mortgagee's attorney fees, expenses, and court costs incurred as a direct or indirect result of said default.

The Mortgagor covenants and agrees with the Mortgagee that:

1. The Mortgagor will pay the principal and all installments of the principal of, and interest on the Note and all indebtedness secured hereby, as and when the same respectively become due, without relief from valuation or appraisal laws and with attorneys' fees.
2. The Mortgagor will not permit any lien of mechanics or materialmen to attach to the Mortgaged Premises.



AMOUNT \$ 22
 CASH _____ CHARGE _____
 CHECK# 21467
 OVERAGE _____
 COPY _____
 NON-CONF _____
 DEPUTY aw

3. The Mortgagor will keep the Mortgaged Premises in good repair, and will not commit waste or suffer waste to be committed thereon, and will pay all taxes and assessments levied or assessed against the Mortgaged Premises as and when the same become due and before penalties accrue.

4. The Mortgagor will procure and maintain in effect at all times adequate insurance in reliable insurance companies acceptable to the Mortgagee against loss or destruction of the Mortgaged Premises on account of fire, windstorm and such other hazards, and in such amounts as the Mortgagee may require from time to time, and all such policies of insurance shall contain proper clauses making all sums recoverable upon such policies payable to the Mortgagee and to the Mortgagor, as their respective interests may appear; all such policies of insurance, and all abstracts of title or title insurance policies with respect to the Mortgaged Premises shall be delivered to and retained by the Mortgagee until the indebtedness secured hereby is fully paid.

5. In case of the failure of the Mortgagor so to do, the Mortgagee may make (but shall not be obligated to make) repairs deemed advisable by it to be made to the Mortgaged Premises, may pay any tax or assessment levied or assessed against the Mortgaged Premises, may procure and/or maintain in effect insurance with respect to the Mortgaged Premises, may pay or discharge any claim, lien or encumbrance or purchase any tax title against the Mortgaged Premises; and all sums so paid shall become a part of the indebtedness secured hereby.

6. Upon default by the Mortgagor in any payments provided for in the Note, or upon default by the Mortgagor in the observance or performance of any of the terms, provisions or conditions of this Mortgage, or if the Mortgagor shall abandon the Mortgaged Premises, or if the Mortgagor shall be adjudged to be Bankrupt, then and in any such event, the entire indebtedness secured hereby shall, at the option of the Mortgagee, become immediately due and payable without notice to the Mortgagor, and the Mortgagee shall have the right immediately to foreclose this Mortgage. In the event proceedings to foreclose this Mortgage are instituted, all sums expended for the continuation of the abstract of title to the Mortgaged Premises, together with interest thereon, shall become a part of the indebtedness secured hereby and collectible as such, and in the event of the foreclosure of this mortgage the abstracts of title and title insurance policies for the Mortgaged Premises shall become the absolute property of the Mortgagee.

7. No failure by the Mortgagee in the exercise of any of its rights under this mortgage shall preclude the Mortgagee from the exercise thereof in the event of a subsequent default by the Mortgagor hereunder, and no delay by the Mortgagee in the exercise of any of its

rights under this mortgage shall preclude the Mortgagee from the exercise thereof so long as the Mortgagor is in default hereunder. The Mortgagee may enforce any one or more of its rights or remedies hereunder successively or concurrently.

8. The Mortgagee, at its option, may extend the time for the payment of the Note, or reduce the payments thereon, or accept a renewal note or notes therefor, without the consent of the Mortgagor, if the Mortgagor has then parted with title to the Mortgaged Premises, and any such extension, reduction or renewal, shall not 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 the Mortgagor to the Mortgagee.

9. All rights and obligations hereunder shall extend to and be binding upon the representatives, successors and assigns of the parties to this Mortgage.

10. Mortgagor shall not sell, transfer or convey the Mortgaged Premises without first having obtained the written consent of the Mortgagee, and in the event the Mortgagor shall sell, transfer or convey the Mortgaged Premises without first having obtained the written consent of the Mortgagee thereto, the Mortgagee may at its option accelerate the time of payment of the Note and indebtedness secured by this mortgage, whereupon this mortgage and the indebtedness and Note secured by this mortgage shall become due and payable at once, and this mortgage may be foreclosed for the full amount of the indebtedness then unpaid.

Prepared by:

Brisella J. Owensley

IN WITNESS WHEREOF, the said **Affordable Housing Assistance** has executed and delivered this mortgage this 10th day of August 2012.



Lee Otsuki

Lee Otsuki, Vice President
Affordable Housing Assistance

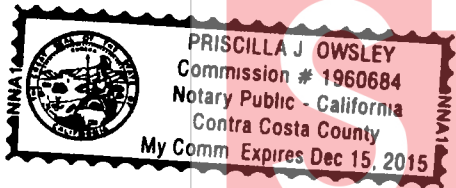
I Affirm, under the penalties for perjury, that I have taken reasonable care to redact each social security number in this document, unless required by law. Priscilla J. Owsley

State of California }
County of Contra Costa } SS.

On August 6, 2012 before me, Priscilla J. Owsley, Notary Public
(Date) (Notary)

personally appeared Lee Otsuki, Vice President, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that they by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal.



(Seal)

Priscilla J. Owsley
Priscilla J. Owsley



Lot 88 in Crestwood Trace, in the City of Hobart, as per plat thereof, recorded May 23, 1972 in Plat Book 42 page 29, as amended by certificate of correction recorded September 25, 1973 as Document No. 222192, in the Office of the Recorder of Lake County, Indiana.

