

Sub. Dave

2012 05262/4

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
2012 AUG - 7 AM 9:35
MICHAEL B. B...
RECORDER

Being re-recorded to correct maturity date

**FIRST HOME/PLUS
INDIANA HOUSING AND COMMUNITY DEVELOPMENT AUTHORITY
SECOND REAL ESTATE MORTGAGE**

JEFFREY A. PHILLIPS

THIS INSTRUMENT ("Mortgage") WITNESSES: That the undersigned
HOLLY M. PHILLIPS
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
9312 W. 142ND PLACE

CEDAR LAKE

("Real Estate") located in **LAKE**
See attached "exhibit A"

County, State of Indiana, more particularly described as:

2013 015954
2013 015954

together with all rights, privileges, interests, easements, heraditaments, 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").

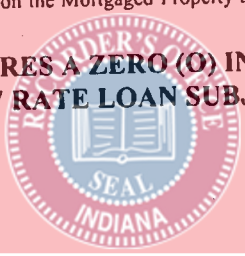
This Mortgage is given to secure performance of the provisions hereof and to secure payment of a loan in the amount of
Five thousand two hundred & seventy four dollars and 00/100 Dollars (\$5,274.00) (the "Loan") evidenced by a certain promissory note (the "Note") of even date herewith, executed and
delivered by Mortgagors.

Mortgagors jointly and severally, covenant with Mortgagee as follows:

1. **Payment of Sums Due.** The debt shall become due upon the first to occur of the following: (1) Thirty (30) years after the date hereof,
("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
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 IHCD 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

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

Rev. June 2012



2013 MAR - 1 AM 10:00
MICHAEL B. B...
RECORDER

1 of 3 # 2164154138
2012 21 1 ref #

AMOUNT \$ _____
CASH 1.00 CHARGE _____
CHECK # - _____
OVERAGE _____
COPY _____
NON-COM _____
CLERK _____

2014

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.

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.

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LEGAL DESCRIPTION RIDER

REAL PROPERTY IN THE CITY OF CEDAR LAKE, COUNTY OF LAKE, STATE OF INDIANA, DESCRIBED AS FOLLOWS:

LOTS 21, 22 AND 23 IN BLOCK 1 IN MARY-ELLEN SUBDIVISION, AS SHOWN IN PLAT BOOK 23, PAGE 94, IN LAKE COUNTY, INDIANA.

LESS AND EXCEPT THE FOLLOWING PROPERTY CONVEYED FROM NAOMI GAIL TO LOUIS FREDENKIEWICZ AS WAS RECORDED IN 9/18/00 IN INSTRUMENT # 2000-067861:

THE NORTH THEN FEET OF LOTS 22 AND 23 BLOCK 1 IN MARY-ELLEN SUBDIVISION AS SHOWN IN PLAT BOOK 23, PAGE 34, IN LAKE COUNTY, INDIANA.



156-1146652-703

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JLEGEKH (05/01)

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