

U

2013 044709

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD  
2013 JUN 18 AM 10:24  
MICHAEL S. BROWN  
RECORDER

**MORTGAGE**  
**HOME Affordability Assistance Allowance**  
**Forgivable Loan**

This Mortgage made this May 24, 2013 between the Mortgagor, Thuthao Thi Ho, and the Mortgagee, **United Neighborhoods Inc.**, whose address is 5209 Hohman Avenue - Ste. 203/204, Hammond, Indiana, 46320 (hereinafter called "Lender").

**DEFINITIONS**

Words used in multiple sections of this document are defined below.

- (A) "Applicable Law" means all controlling applicable federal state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as applicable final, non-appeasable judicial opinions.
- (B) "Lender" means United Neighborhoods, Inc. its successors and or assigns.
- (C) "Borrower" means the signer(s) of this any and all United Neighborhoods Inc. documents, forms and or affidavits associated with the addresses and parcel numbers in attached hereto.

Lender has made available to Borrower the sum of Thirteen Thousand Five Hundred Eighty ~~and no/100ths~~ (13,580.00) pursuant to a Promissory Note dated May 24, 2013 to be used by Borrower for the acquisition of the property located at 1109 Field St ~~Hammond, Indiana 46320~~

Borrower is indebted to lender in the principal sum of Thirteen Thousand Five Hundred Eighty ~~and no/100ths~~ (13,580.00) for Sixty (60) months from the date of execution. To secure to Lender the repayment of said Promissory Note and indebtedness set forth therein and insure the performance of the covenants and agreements of Borrower as contained in the United Neighborhoods Inc. HOME Program's Affordability Assistance Allowance Program and this Mortgage, Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of Lake, State of Indiana.

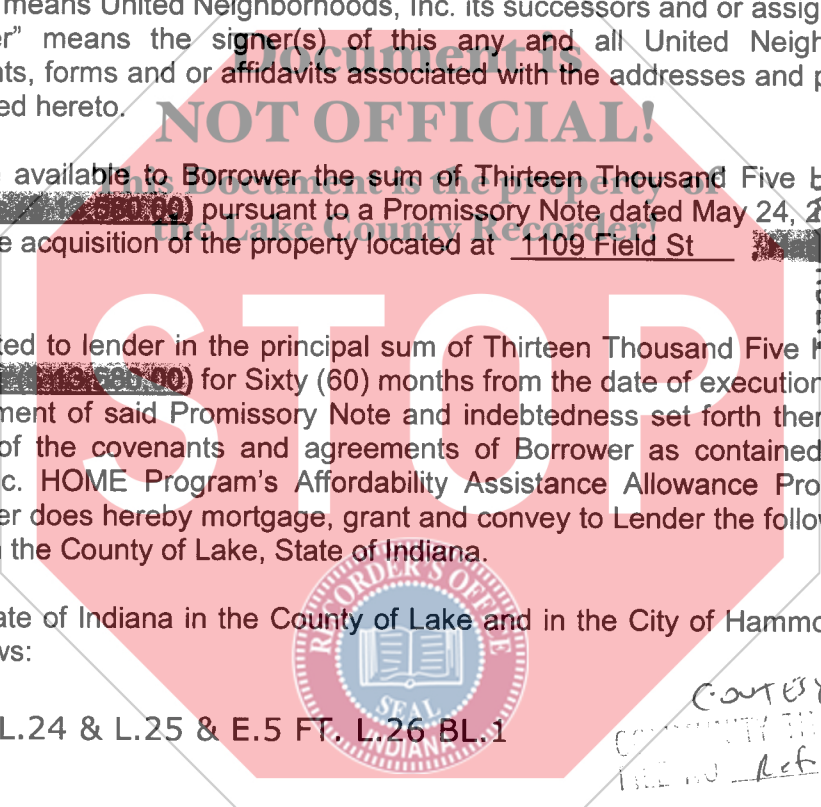
Situated in the State of Indiana in the County of Lake and in the City of Hammond and legally described as follows:

MORRIS ADD. L.24 & L.25 & E.5 FT. L.26 BL.1

*\*\* Re-record to correct sequence \*\**

*\$24 cm ER*

*\$24  
CM  
C*



2013 050951  
STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD  
2013 JUN 18 AM 11:09  
MICHAEL S. BROWN  
RECORDER

**Said Property is commonly referred to as: 1109 Field Street, ~~Hammond, Indiana 46320~~.**

Together with all the improvements now or hereafter erected on the Property, and all easements, appurtenances, rights and all fixtures now or hereafter affixed to the Property, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by this Mortgage.

The Borrower further covenants:

1. To promptly pay if and when due the principal on the indebtedness as evidenced by this agreement. This deferred loan will become due if any conditions of repayment are triggered immediately from the date of this mortgage. Any deviation in this policy shall be at the discretion of United Neighborhoods Inc. This deferred loan will require no payments toward the principal and accrue no interest as long as the present mortgagors own the title and reside in said property.
2. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence.
3. Except where otherwise required or permitted by the Note Holder in connection with a transfer on death, divorce, legal separation, legal incapacity of a Borrower, the Note and this Mortgage may not be assumed.
4. To keep the property fully insured against casualty loss or damage normally insured by those engaged in the business of the Borrower. The insurance shall be to the benefit of the Lender with an insurance company acceptable to the Lender. The Lender shall be named beneficiary on the face of said insurance policy. Upon the occurrence of any loss or damage to the physical structure of the property, the Borrower with the concurrence of the Lender shall have a period not to exceed one (1) year to return the property to its former or better condition than before the occurrence of the casualty loss.

If the property is located in an area that has been identified by HUD as an area having special flood hazards and if the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, the Owner agrees that the property will be covered, during the term of this mortgage, by flood insurance in

an amount at least equal to the balance of the mortgage on/or to maximum limit of coverage made available with respect to the particular type of property under the National Flood Insurance Act of 1968, whichever is less.

5. To assign to the Lender (subject to any Senior Mortgagee's rights) the proceeds of any claim for damages, direct or consequential in connection with any condemnation or other taking of the property or part thereof, or for conveyance in lieu of condemnation. The proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to the Borrower. In the event of a partial taking of the Property, there shall be applied to the sums secured by this Mortgage such proportions of the proceeds as is equal to that proportion which the amount of the sums secured by this Mortgage immediately prior to the date of taking bears to the fair market value of the Property immediately before the taking with the balance of the proceeds paid to the Borrower.

6. On the breach of any condition or covenant of this Mortgage or the Promissory Note execute concurrently herewith, the Lender has the following remedies:

Foreclosure proceedings may be instituted at the option of the Lender and the reasonable fees and charges of the Lender's attorneys shall be a further lien and charge upon the Property under this Mortgage, and all such expenses shall become additional indebtedness secured by this Mortgage and be allowed in any decree foreclosing this Mortgage.

7. To pay to the Lender or its designated agent the total amount of principal due under this Mortgage upon demand, should the Lender accelerate the indebtedness pursuant to paragraph 8 below.
8. Not to sell, transfer, dispose or alter the intended use of all or any part of the above described premises without first obtaining the written consent of the Lender. If there shall be any such sale, transfer, disposition or change in program without the written consent of the Lender, the entire principal indebtedness secured hereby, shall become due and payable at the election of the Lender, or foreclosure proceedings may be instituted hereon.
9. To keep Property in as good order and condition as it is now, together with any improvements thereon, reasonable wear and tear accepted, and will not commit or permit waste. Lender may make or cause to be made reasonable entries upon and

inspection specifying reasonable cause therefore related to Lender's interest in the Property.

10. On the breach of any condition or covenant of this mortgage the Lender has the following remedies:
  - a. Foreclosure proceedings may be instituted at the option of the Lender, and the reasonable fees and charges of the Lender's attorneys shall be a further lien and charge upon the Property under this Mortgage, and all such expenses shall become additional indebtedness secured by this Mortgage and be allowed in any decree foreclosing this Mortgage.
  - b. Acceleration of the unpaid principal balance together with all interest and charges thereon, may, at the option of the Lender, be declared immediately due and payable.
  - c. Prior to foreclosure or Acceleration, the Lender shall mail notice to the Borrower specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to the borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceedings and sale of the property. Upon payment and cure by the borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.
11. The Lender shall have the right at its option to pay any ground rents, taxes, water rates, other governmental charges, insurance policy, prior liens, and charges thereon, which the Borrower has agreed to pay under paragraphs 1 and 4 above, and any amount so paid by the Lender shall be added to the principal debt named herein and bear interest at the rate charged by the prior lien-holder, payable monthly, from the date of such payment, and secured by this Mortgage.
12. Any forbearance by the Lender in exercising any right or remedy hereunder, or otherwise provided by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or

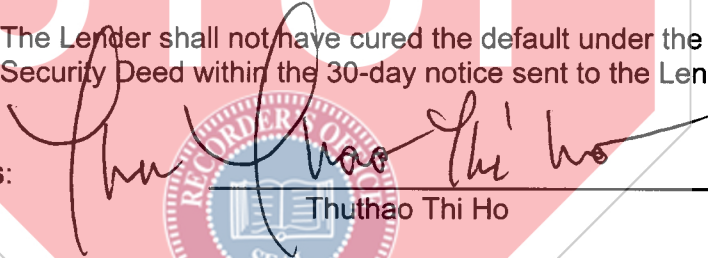
afforded by law or equity, and may be exercised concurrently, independently or successively.

13. Borrower shall be furnished a copy of the Loan Agreement and of this Mortgage at the time of execution or after recordation hereof.
14. The covenants contained herein shall bind, and the benefits and advantages shall insure to, the respective heirs, executors, successors, assigns and agents of the parties hereto. Whenever used, the singular number shall include the plural, and the use of any gender shall include all genders.
15. Upon payment of all sums secured by this Mortgage, Lender shall discharge this Mortgage, without charge to Borrower. Borrower shall pay all costs of recordation, if any.
16. In the event of foreclosure or deed in lieu of foreclosure of Prior Security Deed, any provisions herein or any provisions in any other collateral agreement restricting the use of the Property to low or moderate-income households or otherwise restricting the Borrower's ability to sell the Property shall have no further force or effect. Any person (including his successors or assigns) receiving title to the Property through a foreclosure or deed in lieu of foreclosure of a Prior Security Deed shall receive title to the Property free and clear from such restrictions.

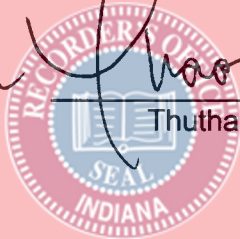
Further, if any Senior Lien Holder acquires title to the Property pursuant to a deed in lieu of foreclosure, the lien of this Security Instrument shall automatically terminate upon the Senior Lien Holder's acquisition of title, provided that:

- a. The Lender has been given written notice of a default under the Prior Security Deed, and;
- b. The Lender shall not have cured the default under the Prior Security Deed within the 30-day notice sent to the Lender.

**MORTGAGORS:**



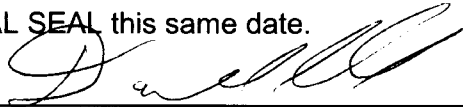
Thuthao Thi Ho



STATE OF INDIANA, COUNTY OF LAKE) SS:

Before me, the undersigned, a Notary Public, in and for said county and state, personally appeared Thuthao Thi H who acknowledged the execution of the foregoing mortgage.

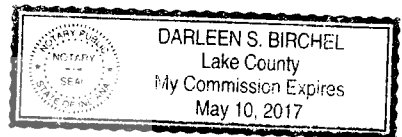
WITNESS MY HAND AND NOTARIAL SEAL this same date.



Notary Public

My Commission expires: 5-10-17

County of Residence: Lake



MAIL:

United Neighborhoods Inc.  
HOME Program  
5209 Hohman Avenue Ste. 203/204  
Hammond, Indiana 46320  
Attn: Alexius D. Barber

