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MICHAEL B. BROWN  
RECORDER

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

DATE: August 9, 2013

**REHABILITATION PROGRAM FORGIVABLE LOAN  
MORTGAGE**

The undersigned property Owner(s) **Edward and Donna Goodaale** (hereafter, the **BORROWER**), in consideration of the receipt of **Twenty Four Thousand Thirty Eight (\$24,038.00)** as a forgivable payment loan from the Lake County Community Development Department (hereafter, the **LENDER**) for the rehabilitation, preservation and enhancement of residential real property containing one dwelling unit occupied by the owner, which is commonly known as and legally described as:

138-71<sup>st</sup> -Griffith, Indiana 46319. Legal Description: Part of the North 1/2 of the Northwest 1/4 of the Southeast 1/4 of the Northeast 1/4 of Section 14, Township 35 North, Range 9 West of the 2<sup>nd</sup> Principal Meridian, describes as follows: Beginning at the Northeast corner thereof, Thence South along the East line 329.97 feet; thence West 125 feet; thence North 329.95 feet to a point of the North line thereof, thence East along the North line thereof 125 feet to the place of beginning in Lake County, Indiana, except the North 30 feet thereof.

(hereinafter, the **PROJECT**) legal or equitable title to which is held by the **BORROWER**, hereby mortgages and warrants to the Lake County Community Economic Development Department the above described real estate to secure the repayment of the above stated forgivable payment loan for which the mortgage is granted and secured by a Promissory Note dated August 9, 2013, subject to the following terms and conditions:



1. Such mortgage shall be in full amount of the forgivable payment loan given by the **LENDER** to the **BORROWER**.
2. The **BORROWER** agrees that any default on any superior lien shall be a default on this mortgage and shall render the balance due hereunder at once due and payable.
3. The **BORROWER** agrees: to keep the dwelling unit in the **PROJECT** in good condition and repair, fully habitable, and not to remove or demolish any part of the dwelling unit thereon; to complete or restore promptly and in good and workmanlike manner the dwelling unit which may be constructed, damaged or destroyed thereon, and to pay when due all claims for labor performed and materials furnished to the **PROJECT**; to comply with all laws affecting said **PROJECT** or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act thereon in violation of law.
4. The **BORROWER** agrees: to provide, maintain and deliver to the **LENDER** evidence of fire and extended coverage insurance satisfactory to the **LENDER** in the order and amount sufficient to permit repair or replacement pursuant to Paragraph 3 above of the balance outstanding of this mortgage. Such insurance shall be at least eighty percent (80%) co-insurance to value and sufficient to cover any and all losses.
5. The **BORROWER** agrees to pay all taxes, assessments, utilities, and other expensed of the **PROJECT** when due, and without delinquency, and shall not permit any liens to be imposed on the **PROJECT** by reason of any delinquency.
6. The **BORROWER** agrees not to convert the dwelling unit in the **PROJECT** to rental, commercial, or industrial use, or any form of cooperative ownership for the period of the loan.
7. The term of this mortgage shall be the sooner of either (1) ten (10) years from the date of this mortgage or (2) until the balance due hereunder is paid in full.
  - A. In the event that **BORROWER(S)** becomes deceased, this mortgage shall become due and payable immediately upon settlement of the Estate unless the **LENDER** desires to make other arrangements with the heirs.
8. During the term of this mortgage, the **BORROWER** shall make no payments of principal or interest; **PROVIDED HOWEVER**, that if the **BORROWER** shall be in default of any of the terms or conditions of this mortgage, then the unpaid and remaining balance shall become immediately due and payable upon demand by the **LENDER** and, **PROVIDED FURTHER**, if the instance or default be the conversion of any or all said unit to rental, commercial, or industrial use, or to cooperative ownership, then the full initial amount of the forgivable payment shall be due and payable immediately.
9. The forgivable payment loan evidenced by this mortgage may be assigned and/or assumed only with approval of and by written agreement with the Lake County Community Economic Development Department at the time such action is to take place; **PROVIDED**, that any and all terms and conditions shall remain in full force and effect for any assignee or successor to the **BORROWER** as described herein.
  - A. Any sale of this property after completion of this rehabilitation **PROJECT** will constitute a default by the **BORROWER** and will make remaining the principal balance due in full.
10. Any subordination of this mortgage to additional liens or encumbrances of the assignee or successor

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to the BORROWER shall be only upon the written consent of the LENDER. Such additional liens and encumbrances shall extend to, and include any contract for deed, land contract, or other agreement between BORROWER and his assignee or successor. Such consent to subordinate shall not be unreasonably withheld so long as the LENDER has the assurance, reasonable to the LENDER, that the provisions of this mortgage remain enforceable and are adequately secured by the PROJECT.

11. During the term of this mortgage, to assure and protect its rights in this mortgage and the PROJECT, the LENDER shall have right of access and inspection of the PROJECT and all owner's records at reasonable times and with reasonable notice to the BORROWER. Failure to properly maintain the property shall constitute default and payment in full shall be due immediately.

12. Any forbearance by the LENDER with respect to any of the terms and conditions of this mortgage in no way constitutes a waiver of any of the LENDER'S rights or privileges granted hereunder.

13. Any notice of one party to the other shall be in writing to the parties as follows:

**The LENDER:**  
LAKE COUNTY COMMUNITY ECONOMIC  
DEVELOPMENT DEPARTMENT  
2293 North Main Street  
Crown Point, IN 46307

**The BORROWER:**  
Edward and Donna Goodale  
138-71<sup>st</sup> Street  
Griffith, Indiana 46319

The BORROWER, or his executor, in the event of the death of the BORROWER, or any assignee or successor shall notify the LENDER of any changes in the BORROWER'S name and address, or of any assignee or successor of the BORROWER.

14. The interpretation and application of the mortgage shall be in accordance with the laws and procedures of the State of Indiana as they may from time to time be amended.

15. In the event of default and non-payment of the mortgage by the BORROWER, the LENDER may take such measures as may be lawful to it for the recovery of the indebtedness and including, but limited to, foreclosure and sale of the BORROWER'S right in the PROJECT and/or the assignment and collection of the rent and profits of the PROJECT.

16. Upon satisfactory completion of all terms and conditions of this mortgage by the BORROWER, or upon payment of any and all balance due the BORROWER shall be entitled to a release and satisfaction of this mortgage by the LENDER at the LENDER'S own cost.

17. The Executive Director of the Lake County Community Economic Development Department shall have the right to waive any conditions of this Mortgage so long as the waiver does not infringe on the rights of the BORROWER under this instrument.

This mortgage is expressly created and imposed upon the above described PROJECT for the purpose of assuring the compliance of the BORROWER with terms and conditions incident to the forgivable payment loan evidenced by this mortgage, such loan being exclusively for the purpose of rehabilitating, preserving, and enhancing the dwelling in the PROJECT in accordance with the rules and procedures of the Forgivable Loan Rehabilitation Program of the Lake County Community Economic Development Department.

2/6/15  
Date:

Edward & Donna Goodale  
Borrower

Date:

Donna Goodale  
Lender Designee



STATE OF INDIANA )  
  )SS:  
COUNTY OF LAKE )

On the 15<sup>th</sup> day of December, 2014 before me, a Notary Public, personally appeared Edward and Donna Goodale who is/are known to be the person(s) named herein and who executed the foregoing instrument and acknowledged that this was his/her/their voluntary act and deed.

My Commission Expires:



Carol J. Cody  
Notary Public

County of Residence:

Lake