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

**DATE: August 4, 2016**

**REHABILITATION PROGRAM DEFERRED LOAN  
MORTGAGE**

2016  
AUG 29 2 29 PM '16

The undersigned property Owner(s) **Jeremy & Laura Stewart** (hereafter, the **BORROWER**), in consideration of the receipt of **Nineteen Thousand Three Hundred Forty Two 00/100 (\$19,342.00)** as a deferred 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:

**12418 WHITE OAK DRIVE CROWN POINT IN 46307:**

**THE NORTH NINETY (N90') FEET OF THE SOUTH ONE HUNDRED FORTY (S 140') FEET OF OUTLOT "G", IN HERMIT'S LAKE SUBDIVISION, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 30, PAGE 92 IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA**

**(hereinafter, the PROJECT)**

legal or equitable title to which is held by the **BORROWER**, hereby mortgages and warrants the Lake County Community Economic Development Department the above described real estate to secure the repayment of the above stated deferred payment loan for which the mortgage is granted and secured by a Promissory Note dated **August 4, 2016** subject to the following terms and conditions:

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD  
2016 AUG 29 PM 3:21  
MICHAEL B. BROWN  
RECORDER



1. Such mortgage shall be in full amount of the deferred payment loan given by the **BORROWER** to the **LENDER**.
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 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 deferred payment shall be due and payable immediately.
9. The deferred 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 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

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LCCED  
JON-COM

