2016 059147

STATE OF INDIANA LAKE COUNTY FILED FOR RECORD

2016 AUG 30 AM 10: 57

MICHAEL B. BROWN RECORDER

> NON-COM CLERK ____

INDIANA HÖUSING AND COMMUNITY DEVELOPMENT AUTHORITY HOMEOWNERSHIP SECOND REAL ESTATE MORTGAGE IASON HAYES

THIS INSTRUMENT ("Mortgage") WITNESSES: That the undersigned

jointly and severally, ("Mortgagors") of the State of Indiana, hereby MORTGAGE and WARRANT to INDIANA HOUSING AND COMMUNITY DEVELOPMENT AUTHORITY ("Mortgagee"), the real estate and improvements located at

COMMUNITY DEVELOPMENT AUTHORITY ("Mortgagee"), the real estate and improvements lo	ocated at
2741 CORAL DRIVE HOBART, IN 46342 Document is NOT OFFICIAL!	ORTHWEST INDIANA TITLE 62 WASHINGTON STREET LOWELL, IN 46356 219-696-0100
("Real Estate") located in LAKEThis Document is the paragrammy	
the Lake County Recorder! together with all rights, privileges, interests, easements, hereditaments, appurtenances, fixtures	and improvements now or hereafter
belonging, appertaining, attached to, or used in connection with, the Real Estate, and all the ren (collectively, the "Mortgaged Property"). This Mortgage is given to secure performance of the provisions hereof and to secure payment of a loar Three thousand nine hundred eighty six and 00/100 Dollars (\$3.98)	n in the amount of
by a certain promissory note (the "Note") of even date herewith, executed and delivered by Mortgagor	
Mortgagors jointly and severally, covenant with Mortgagee as follows:	
1. Payment of Sums Due. Mortgagors shall pay when due all indebtedness secured by this M following: (1) The date that is two (2) years after the onte of the Note, August 1, 2018 Affordability Period"); (2) if Mortgagors do not continue to utilize the Mortgagod Property a Affordability Period (as defined in Section 5 of the Note); (3) if wortgagors sell or refinance Affordability Period; (4) if the Mortgagors violate any other terms and tonditions contained in agreement made between IHCDA and the Mortgagors related to the Loan; or (5) if Mortgagors amortgage on the Mortgagod Property and foreclosure proceedings have been initiated during the evident to IHCDA that any representation or warranty made by the Mortgagors was false, misle 2, 3, 4, 5, or 6 "Maturity"). Mortgagors agree to pay the full unpaid principal of the Loan to IHC does not occur by the End of the Affordability Period, the Loan will be forgiven. The restriction terminate if title to the Mortgage Property is transferred by foreclosure or deed-in-lieu of foreclosure debt is assigned back to the U.S. Department of Housing and Urban Development or its senior debt is assigned back to the U.S. Department of Housing and Urban Development or its senior debt is assigned back to the U.S. Department of Housing and Urban Development or its senior debt is assigned by the End of the Affordability Period, the Loan will be forgiven.	(the "End of the us its primary residence throughout the ce the Mortgaged Property during the the Note, this Mortgage, or any other are in default under the terms of its first Affordability Period; (6) if it becomes rading, or fraudulent (the occurrence of CDA on or before Maturity. If Maturity and contained herein will automatically closure or if the mortgage securing the
2. Payment of Sums Due. Mortgagors shall pay when due all indebtedness secured by this Mort	tgage, on the dates and in the amounts
	AMOUNT \$ 20 - CASH CHARGE 310
THIS INSTRUMENT SECURES A ZERO (O) INTEREST RAT SUBSIDIZED LOW RATE LOAN SUBJECT TO IC	TECOVEROXIHEER
SUBSIDIZED LOW MALE LOWING CONTROL TO TO	

provided in the Note or in this Mortgage, when the payment(s) thereof become due, all without relief from valuation and appraisement laws and with attorneys' fees.

- 3. 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.
- 4. 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.
- 5. 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 possition accrue.
- 6. Advancement to Protect Security. Mortgages 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 Mortgages 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 such single to the report 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 such single to the report of insurance premiums taxes at sessments 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 attempts fees incurred by Mortgages in respect of any and all legal of applicable proceedings which relate to this Mortgage or to the Mortgaged Property.
- 7. 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.
- 8. 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 Mortgager 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 explosed under the exercise thereof in the event of explosed under the exercise of any of its rights or remedies hereunder shall preclude the exercise thereof in the event of explosed under the exercise of any of its rights hereunder. Mortgagee may enforce any one or more of its rights or remedies hereunder shall preclude the exercise of any of its rights hereunder shall preclude the exercise of any of its rights hereunder shall preclude the exercise of any of its rights hereunder.
- 9. Extensions; Reductions; Renewals; Continued Lightlity of Mortgage. Mortgagee may extend the time for payment of the indebtedness, or reduce the payments thereon or eccept a renewal hote 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 whatsnever, or release, discharge or affect in any manner the personal liability of Mortgagors to Mortgagee.
- 10. Subordination. This Mortgage shall be subordinate only to Mortgagors' purchase money mortgage of even date herewith, the proceeds of which are being utilized only to purchase the Mortgaged Property.
- 11. 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 and masculine form shall mean and apply to the feminine or the neuter and plural shall apply to the singular form. 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.

Mortgagor: S-lle	
Signature JASON HAYES	Signature
Printed or Typed	Printed or Typed
STATE OF INDIANA)) SS:	•
COUNTY OF LAKE	
Before me, a Notary Public in and for said County and S who acknowledged execution of the foregoing Mongage.	JASON HAYES CUINCILIS
Witness my hand and Notarial Seal this	CMFICIAL
My Commission Expires: AUGUST 3 Tibes Docum	CHARD A. ZUNICA
	County Recorder!
	CHARD A. ZUNICA
REQUIRED LENDER (ORIGINATOR) INFO	CHARD A. ZUNICA CHARD
Lender's (Originator's) Name:	Lender's (Originator's) NMLS Number:
BRIAN SCANLON	314263
Printed or Typed	Printed or Typed
	WE RY OF
Company Name:	Company WALS Number:
FAIRWAY MORTGAGE	2289
Printed or Typed	Printed or Typed
	W. VOIANA THE
South Meridian Street, Suite 1000, Indianapolis, IN 46204	Counsel, Indiana Housing and Community Development Authority, 30 (317) 232-7777. en reasonable care to redact each Social Security number in this
Return recorded document to:	

Indiana Housing & Community Development Authority 30 South Meridian Street, Suite 1000 Indianapolis, IN 46204

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

LOT 12 IN BLOCK 3 IN HILLCREST HEIGHTS THIRD ADDITION, UNIT NO. 2, IN THE CITY OF HOBART, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 32 PAGE 67, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

