

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2017 000349

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MICHAEL B. BROWN
RECORDER

INDIANA HOUSING AND COMMUNITY DEVELOPMENT AUTHORITY
HOMEOWNERSHIP SECOND REAL ESTATE MORTGAGE
JOSE A FLORES

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
7224 JEFFERSON AVE HAMMOND, IN 46324

Document is
NOT OFFICIAL!

("Real Estate") located in LAKE County, State of Indiana, more particularly described as:
LOT 7, BLOCK 2, GUSTAV ZAGHAU'S 1ST ADDITION TO HAMMOND, INDIANA, AS
SHOWN IN PLAT BOOK 18, PAGE 16 IN LAKE COUNTY, INDIANA.

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 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 Four Thousand Six Hundred Fifty Five and 00/100 Dollars (\$4,655.00) (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.** Mortgagors shall pay when due all indebtedness secured by this Mortgage, upon the first to occur of the following: (1) The date that is two (2) years after the date of this Note, 12-21-16 (the "End of the Affordability Period"); (2) if Mortgagors do not continue to utilize the Mortgaged Property as its primary residence throughout the Affordability Period (as defined in Section 5 of the Note); (3) if Mortgagors sell or refinance the Mortgaged Property during the Affordability Period; (4) if the Mortgagors violate any other terms and conditions contained in the Note, this Mortgage, or any other agreement made between IHCD and the Mortgagors related to the Loan; or (5) if Mortgagors are in default under the terms of its first mortgage on the Mortgaged Property and foreclosure proceedings have been initiated during the Affordability Period; (6) if it becomes evident to IHCD that any representation or warranty made by the Mortgagors was false, misleading, or fraudulent (the occurrence of 2, 3, 4, 5, or 6 "Maturity"). Mortgagors agree to pay the full unpaid principal of the Loan to IHCD on or before Maturity. If Maturity does not occur by the End of the Affordability Period, the Loan will be forgiven. The restrictions contained herein will automatically terminate if title to the Mortgage Property is transferred by foreclosure or deed-in-lieu of foreclosure or if the mortgage securing the senior debt is assigned back to the U.S. Department of Housing and Urban Development or its successor.
- 2. Payment of Sums Due.** Mortgagors shall pay when due all indebtedness secured by this Mortgage, on the dates and in the amounts

THIS INSTRUMENT SECURES A ZERO (0) INTEREST RATE OR OTHER
SUBSIDIZED LOW RATE LOAN SUBJECT TO IC 24-9-3-2
HOLD FOR MERIDIAN TITLE CORP

16-42575

Handwritten initials and a circled '3'.

provided in the Note or in this Mortgage, when the payment(s) thereof become due, all without relief from valuation and appraisal 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 penalties accrue.
6. **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 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, for 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.
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 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.
9. **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.
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.

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

IN WITNESS WHEREOF, Mortgagor has executed this Mortgage this 21 day of December, 2016

Mortgagor:

Signature

Jose A Flores
JOSE A FLORES

Printed or Typed

Signature

Printed or Typed

STATE OF INDIANA

COUNTY OF Lake

SS:

Before me, a Notary Public in and for said County and State, personally appeared Jose A. Flores who acknowledged execution of the foregoing Mortgage.

Witness my hand and Notarial Seal this 21 day of Dec, 2016

My Commission Expires:

2/15/2023



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Kim A. Diaz
Notary Public

My County of Residence:

Lake

Printed Name

Kim A. Diaz

Notary Public

REQUIRED LENDER (ORIGINATOR) INFORMATION-2014-43

Lender's (Originator's) Name:

Barbara Tithof

Printed or Typed

Lender's (Originator's) NMLS Number:

364958

Printed or Typed

Company Name:

Primelending, A PlainsCapital Co., ISAOA

Printed or Typed

Company NMLS Number:

13649

Printed or Typed



This instrument was prepared by Carmen M. Files, Deputy Counsel, Indiana Housing and Community Development Authority, 30 South Meridian Street, Suite 1000, Indianapolis, IN 46204 (317) 232-7777.

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, if any, unless required by law:

Kim A. Diaz

Return recorded document to:

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

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

INDIANA HOUSING AND COMMUNITY DEVELOPMENT AUTHORITY MORTGAGE RIDER

The rights and obligations of the parties set forth in the mortgage to which this Indiana Housing and Community Development Authority Mortgage Rider (the "Rider") is attached and into which these terms are incorporated (the "Mortgage") and the note which the Mortgage secures (the "Note") are expressly made subject to this Rider. In the event of any conflict between the provisions of this Rider and the provisions of the Mortgage or Note, the provisions of this Rider shall control. To the extent such provisions are not modified by this Rider, all terms, conditions and other provisions of the Mortgage and Note remain in full force and effect.

The undersigned borrower ("Borrower") agrees that the Lender (identified in the Mortgage), the Indiana Housing and Community Development Authority (the "Authority") or its assignee may, at any time and without prior notice, accelerate all payments due under the Mortgage and Note, and exercise any and all remedies allowed by law for breach of the Mortgage or Note if:

- (a) The Borrower sells, rents, otherwise transfers any interest in the property being secured by the Mortgage or permits or attempts to permit the Mortgage to be assumed; or
- (b) The Borrower fails to occupy the residence as his or her permanent and principal residence; or
- (c) The Borrower uses the residence as investment property or vacation home or more than ten percent (10%) of the area of the Residence is used in a trade or business;
- (d) The Borrower fails to abide by any agreement made with the Authority, Lender, or servicer; or
- (e) The Lender or the Authority finds or believes any statement contained in the Borrower's application, agreement or any other document executed by the Borrower to be untrue, inaccurate or incomplete; or
- (f) The Borrower fails to promptly supply any information or document which the Lender, the Authority, or its servicer may request to verify compliance with the conditions of the Authority's program pursuant to which the Mortgage was provided.

NOTICE TO THE BORROWER:

THIS DOCUMENT MODIFIES THE TERMS OF THIS LOAN. DO NOT SIGN IT UNLESS YOU HAVE READ AND UNDERSTOOD IT.

I hereby consent and agree to the modifications to the terms of the Mortgage and Note as reflected in this Rider.

Dated this 21st day of December 2016

"Borrower"

"Borrower"

Jose A Flores
Signature

Signature

Jose A Flores
Printed Name

Printed Name

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STATE OF INDIANA)
COUNTY OF Lake) SS:

On this 21st day of Dec., 2016, the above signed personally appeared before me, Kim A. Diaz, Notary Public in and for said County and State, and acknowledged the execution of the foregoing instrument.

My Commission Expires: 2/15/2023

Kim A. Diaz
Notary Public
Resident of Lake County
KIM A. DIAZ
Lake County
My Commission Expires
February 15, 2023

This instrument was prepared by Carmen M. Files, Deputy Counsel, Indiana Housing and Community Development Authority, 30 South Meridian Street, Suite 1000, Indianapolis, IN 46204 (317) 232-7777. I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, if any, unless required by law: Kim A. Diaz