

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2017 045666

2017 JUL 25 AM 9:46

MICHAEL B. BRUBAKER
RECORDER

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**HARDEST HIT FUND
INDIANA HOUSING & COMMUNITY DEVELOPMENT AUTHORITY
MORTGAGE**

THIS INSTRUMENT ("Mortgage") WITNESSES: That Kristine S. Obsenica
and n/a jointly and severally ("*Mortgagors*"), of the State of
Indiana, hereby MORTGAGE and WARRANT to INDIANA HOUSING & COMMUNITY
DEVELOPMENT AUTHORITY ("*Mortgagee*"), with the address of 30 South Meridian Street, Suite
1000, Indianapolis, Indiana 46204, the real estate and improvements located at
2647 McAfee Drive, Hobart, IN 46342 ("*Real Estate*")
located in Lake County, State of Indiana, more particularly described as:

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ATTACHED AS EXHIBIT A!**

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 certain promissory note (*the "Note"*) of even date herewith, executed and delivered by Mortgagors
in the amount not to exceed **Thirty Thousand and 00/100 Dollars (\$30,000.00)**. This Mortgage may
secure amounts advanced to or for Borrower after this Mortgage is recorded, but the maximum
indebtedness secured by this Mortgage shall not exceed the amount of the Note.

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

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

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8. **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.

9. **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. 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.

If the Mortgaged Property is sold or otherwise transferred by the undersigned, or if the Mortgaged Property is ever held or used by Mortgagors for the purpose of something other than their principal place of residence, then, notwithstanding the foregoing, any and all amounts outstanding and due immediately to Mortgagee under the Note, shall be due and payable to Mortgagee upon such occurrence.

10. **Governing Law.** This Mortgage is governed and controlled as to validity, enforcement, interpretation, construction, effect and in all other respects by the statutes, laws and decisions of the State of Indiana. This Mortgage may not be changed or amended orally but only by an instrument in writing signed by the party against whom enforcement of the change or amendment is sought.

11. **Assignment.** Mortgagee may at any time assign its rights in this Mortgage, and Mortgagee thereafter shall be relieved from any liability hereunder. Mortgagor may not assign its interest in this Mortgage, or any other agreement with Mortgagee or any portion thereof, either voluntarily or by operation of law, without the prior written consent of Mortgagee.

12. **Severability.** If any provision of this Mortgage is deemed to be invalid by reason of the operation of law, or by reason of the interpretation placed thereon by any administrative agency or any court, the validity and enforceability of the remaining provisions, or portions or applications thereof, shall not be affected thereby and such provisions shall remain in full force and effect.

13. **Title.** Mortgagor is the lawful owner of the Mortgaged Premises, and title is vested in Mortgagor. There has been no prior assignment of any of Mortgagor's rights in the Mortgaged Premises which exist as of the date of this Mortgage.

14. Waiver of Jury Trial. MORTGAGOR AND MORTGAGEE (BY ACCEPTANCE OF THIS MORTGAGE), HAVING BEEN REPRESENTED BY COUNSEL, EACH KNOWINGLY AND VOLUNTARILY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS UNDER THIS NOTE AND AGREES THAT ANY SUCH ACTION OR PROCEEDING WILL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

IN WITNESS WHEREOF, Mortgagors have executed this Mortgage this 21 day of June, 2017.

Mortgagor: Kristine S. Obsenica

Kristine S. Obsenica
Signature

Kristine S. Obsenica
Printed

June 21, 2017
Date

STATE OF INDIANA)

COUNTY OF LAKE)

Before me, a Notary Public in and for said County and State, personally appeared KRISTINE S. OBSENICA who, being first duly sworn, acknowledged execution of the foregoing Mortgage.

Witness my hand and Notarial Seal this 21st day of JUNE, 2017.

My Commission Expires:

APRIL 15, 2018

Rev 3/13

Alicia A. Herndobler
Notary Public
ALICIA A. HERNDOBLER
RES. OF PORTER CO

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ALICIA A. HERNDOBLER
NOTARY PUBLIC
EXPIRES 04-15-2018
STATE OF INDIANA



STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____ who, being first duly sworn, acknowledged execution of the foregoing Mortgage.

Witness my hand and Notarial Seal this _____ day of _____, 20____.

My Commission Expires: _____

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Notary Public

Return recorded document to:

Indiana Housing & Community Development Authority
30 South Meridian Street, Suite 1000
Indianapolis, IN 46204
ATTN: HARDEST HIT FUND



This instrument was prepared by:

Chad Michael Dickerson, Esq.
Atty. No. 2911949
for Indiana Housing and Community Development Authority
30 South Meridian Street, Suite 1000
Indianapolis, IN 46204
ATTN: HARDEST HIT FUND



I affirm under the penalties for perjury, that I have taken reasonable care to redact each social security number in this document, unless required by law.

Cathy Morris

Name

EXHIBIT A

LOT EIGHT (8), BLOCK SIX (6) OF HILLCREST HEIGHTS 3RD ADDITION, UNIT 3, IN THE CITY OF HOBART, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 32 PAGE 64 IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA

