

STATE OF INDIANA LAKE COUNTY FILED FOR RECORD

2017 050331

2017 AUG 11 AM 11:00

MICHAEL B. BROWN RECORDER

HARDEST HIT FUND INDIANA HOUSING & COMMUNITY DEVELOPMENT AUTHORITY MORTGAGE

	THIS	INS	TRU		("Mortg	gage")						toria Little	
and				n/a								ors"), of the Sta	
			IORT	GAGE								COMMUN	
DEVE	LOPME	ENT	2 TO T	HORIT	Y ("Moi	tgagee'	'), with	the ado	dress o	£ 30 S	South Me	eridian Street,	Suite
1000,	Indian	apolis	s, I	ndiana	46204,	the	real	estate	and	l \im	proveme	ents located	at
			1131	Summe	r Street,	Hammo	nd, IN	46320	AT			("Real Est	ate")
located	in			Lake	UI	Cor	inty, St	ate of H	ndiana	, mor	e particu	larly described	as:
					Docur e Lak	TACH	ED AS	"EXH	HBIT	A"	f		
	togeth	er wi	th all	rights,	privilege	s, intere	sts, eas	ements.	, herec	litame	ents, appu	urtenances, fix	tures
and im	provem	ents i	now (or herea	fter belo	nging, a	apperta	ning, a	ttache	d to, o	or used i	n connection	with,
the Rea	al Estat	e, an	d all	the ren	is, issues	s, incom	ne and	profits	there	of (co	llectively	y, the "Mortg	aged
Properi	'y'").												
a.f. a. a.a.												to secure pay	
												ered by Mortga	
												This Mortgage	
												but the maxi	mum
maepte	aness se	cure	by t	nis Mort	tgage sha	200	iceed th	e amou	nt of th	ne Not	ie.		
	Mortga	gors	joint	y and se	everally,	eóvenai	nt with	Mortga	gee as	folloy	ws:		
	ge, on the	he da nent(s	ates a the	nd in th	e amoun	ts, resp	ectively	os pro	vided i	in the	Note or i	ss secured by in this Mortgag raisement laws	ge, as

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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AMOUNT \$_	55,00
CASHC	HARGE
CHECK#	005961
OVERAGE_	
COPY	
NON-CONF.	
DEPUTY	45



- 2. **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 45 days after receiving notice thereof from Mortgagee or lien holder.
- 3. 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 proper 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.
- 4. Taxes and Assessments. Mortgagors shall pay all taxes or assessments levied or assessed against the Mortgaged Property. Judge parameters of a same become due and before penalties accrue
- 5. 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. 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, or 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.
- 6. **Default by Mortgagor; Remedies of Viortgage:** 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, 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 foreclosus A Mortgage may obtain appropriate title evidence to the Mortgaged Property, and may add the cost thereof to the principal balance due.
- 7. **Non-Waiver; Remedies Cumulative.** Time is of the essence. 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.

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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 nexter. 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 Document is the property of

If the Mortgaged Property is total or other wise 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 one assign is rights in this Mortgage, and Mortgagee thereafter shall be relieved from any liabelty hereunder. Wortgagor 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.

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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 WITN	ESS WHEREOF	Mortgagors hav	e executed it	is Mortgage	this <u>2</u> 8	day of
July	, 20 <u>/1</u> .	ocume	111 15			
,	NO'	TOFF	ICIAI	1		
Mortgagor: Victoria	Littl This Doc	ument is M	ortgagor: n/a	ty of		
		ke County				
Signature Signature	() miles		gnature	1:		_
Victoria Little Printed			inted			_
		11	inted			
7-28-17						
Date		D	ate			
STATE OF INDIA		TUDER'S	William .			
COUNTY OF) SS:					
COUNTY OF)		S			
Before me	e, a Notary Public	e in and for	said County	and State, p	ersonally a	ppeared
MCTORIA L	who	, being first duly	sworn, acknow	wledged execu	tion of the fo	regoing
Mortgage.		-TL				
Witness my	y hand and Notarial S	Seal this	ay of <u>آل</u> س	Y	_, 20 <u>17.</u>	
M C E				7		
My Commission Ex	kpires:		\mathcal{A}			
APRIL 15, 6	301S	/licia	/ Wand	Elle		
, , , , , , , , , , , , , , , , , , , ,		Notary Public	RNDOBLE	===		
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ALICIA A. HERNDOBLER NOTARY PUBLIC EXPIRES 04-15-2018 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: NOT OFFICIAL!
This Document is the property of
the Lake County Recorder!
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.
Name Cathy Morris
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EXHIBIT A

THE WESTERLY 37.5 FEET OF THE EASTERLY 1/2 AND THE EASTERLY 12.5 FEET OF THE WESTERLY 1/2 OF LOT 14 IN BLOCK 3 IN THE REDIVISION OF HELBERG'S OAK RIDGE ADDITION TO HAMMOND, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 3, PAGE 23, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA



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