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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**

**HOME BUYER ASSISTANCE
MORTGAGE**

DATE: 11/14/2017

The undersigned property owner(s) RACHAEL HEISER (hereafter, the BORROWER), in consideration of the receipt of: **THREE THOUSAND EIGHT HUNDRED 00/100 Dollars (\$3,800.00)** as a Forgivable Loan from the Lake County Community Economic Development Department (hereafter, the LENDER) for principal reduction assistance for the purchase of the property containing one dwelling unit occupied by the owner, which is commonly known as 1213 W. 89TH COURT MERRILLVILLE, IN 46410

THE WEST HALF, BY PARALLEL AND PERPENDICULAR MEASUREMENT, OF LOT 504 IN SUNSET GOLF AND COUNTRY CLUB OF SEDONA, A PLANNED UNIT DEVELOPMENT TO THE TOWN OF MERRILLVILLE AS PER PLAT THEREOF RECORDED IN PLAT BOOK 96, PAGE 81 IN THE OFFICE OF THE RECORDER OF LAKE COUNTY

Legal or equitable title to which is held by the BORROWER, hereby mortgages and warrants to Lake County Community Economic Development Department the above described property to secure the repayment of the above stated loan for which the mortgage is granted and secured by a Promissory Note date **NOVEMBER 14, 2017** subject to following terms and conditions:

Affordability Provision/Recapture Provision IC(92.254(1))

CBDG/HOME ASSISTANCE AMOUNT

Under \$ 15,000.00

MINIMUM PERIOD OF AFFORDABILITY YEARS

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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORDING
2017 DEC -7 PM 3:17
RACHAEL B. BRON
RECORDER

1. Such mortgage shall be in full amount of the loan given by to the BORROWER.
2. The BORROWER agrees that any default on any superior lien shall be a default on this mortgage and shall render the balance due. In the event the superior lien is FHA secured then a foreclosure or deed foreclosure or deed in lieu of foreclosure of Prior Security Deed or assignment of the first mortgage to the Secretary of Housing and Urban Development, any provisions herein or any provisions in any other collateral agreement restricting the use of the property or otherwise restricting the Borrower's ability to sell the Property shall have no further force or effect. Any person (including his successors or assigns) receiving title to the Property through a foreclosure or deed in lieu of foreclosure of a Prior Security Deed shall receive title to the Property free and clear from such restrictions.
3. The BORROWER agrees to keep the dwelling unit in good condition and repair, fully habitable, and not to remove or demolish and part of the dwelling unit thereon.
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.
5. The BORROWER agrees to pay all taxes, assessments, utilities, and other expenses of the PROPERTY when due, and without delinquency, and shall not permit any liens to be imposed on the PROPERTY by reason of any delinquency.
6. The BORROWER agrees not to convert the dwelling unit to rental, commercial, or industrial use, or any form of cooperative ownership for the period of five (5) years.
7. The term of this mortgage shall be until the balance due is paid in full, or for a period ending on the first day of the month, first occurring five (5) years after the date of this mortgage. Unless prepaid or foreclosed, this mortgage shall be satisfied and be released by the LENDER on NOVEMBER 14, 2022. 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 of 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 loan shall be due and payable.
8. Any sale of this property prior to five (5) years from the date of this mortgage will constitute a default by the BORROWER and will make the remaining principal balance due in full.
9. In the event of default and non-payment of the balance due by the BORROWER, the LENDER may take such measures as may be lawful to it for the recovery of the indebtedness and including, but not limited to Foreclosure and sale of the BORROWER'S rights in the PROPERTY and/or the assignment and collection of the rent and profits of the PROPERTY
10. The loan evidenced by this mortgage may be assigned and/or assumed only 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 and such assignee or successor shall assume all duties and obligations of the BORROWER as described herein.
11. For a period of five (5) years, to assure and protect its rights in this mortgage and the PROPERTY, the LENDER shall have right of access and inspection of the PROPERTY at reasonable times and with reasonable notice to the BORROWER.
12. Any forbearance by the LENDER with respect to any of the terms and conditions of this mortgage in no way constitutes a waiver of any of the LENDER'S rights or privileges granted hereunder.
13. Any notice of one party to the other shall be in writing to the parties as follows:

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LCCED
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THE LENDER:

LAKE COUNTY COMMUNITY ECONOMIC
DEVELOPMENT DEPARTMENT
2293 North Main Street
Crown Point, Indiana 46307

THE BORROWER:

RACHAEL HEISER
1213 W 89TH COURT
MERRILLVILLE, IN 46410

The BORROWER, or his executor, in the event of the death of the BORROWER, shall notify the LENDER of the name and address of any assignee or successor of the BORROWER.

The BORROWER reserves the right to prepay at any time all, or any part of the remaining balance of this Note without the payment of penalties or premiums other than the interest due on the remaining balance.

If suit is instituted by the Lake County Community Economic Development Department on this Note, the BORROWER agrees to pay all costs of such collections, including reasonable attorney fees and court costs.

Upon satisfactory completion of all terms and conditions of this Note by the BORROWER, or upon payment of any and all balance due, the BORROWER shall be entitled to a release and satisfaction of this Note by the LENDER at the LENDER'S own cost.

In witness whereof and agreement herewith the BORROWER has executed the Promissory Note:

11/14/17
Date _____ BORROWER _____

Date _____ BORROWER _____

11-14-17
Date _____ L.C.C.E.D.D LENDER'S DESIGNEE _____

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)



This foregoing instrument was acknowledged before me this 14TH day of November.

My Commission Expires:


LOLITA DAVIS
Notary Public, State of Indiana
County of Lake
My Comm. Expires Feb 22, 2018

Lolita Davis
NOTARY PUBLIC IN AND FOR
THE STATE OF INDIANA, COUNTY OF LAKE