

NOT AN OFFICIAL DOCUMENT

2022-543797
10/28/2022 10:09 AM
TOTAL FEES: 55.00
BY: SP
PG #: 7

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
GINA PIMENTEL
RECORDER

Unique ID: INHAF-1005880

INDIANA HOUSING AND COMMUNITY DEVELOPMENT AUTHORITY INDIANA HOMEOWNER ASSISTANCE FUND MORTGAGE

THIS INDIANA HOUSING AND COMMUNITY DEVELOPMENT AUTHORITY INDIANA HOMEOWNER ASSISTANCE FUND MORTGAGE (Mortgage)

WITNESSES: That Johnicec Smith jointly and severally (Mortgagors), of the State of Indiana, hereby MORTGAGES and WARRANTS to INDIANA HOUSING AND COMMUNITY DEVELOPMENT AUTHORITY (Mortgagee), having an address of 30 South Meridian Street, Suite 900, Indianapolis, Indiana 46204, the real estate and improvements located at 4501 Pierce St, Gary, IN, 46408 (Real Estate) located in Lake County, State of Indiana, as more particularly described in the Legal Description, attached hereto 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 the repayment of a loan in an amount not to exceed **Thirty-Five Thousand and 00/100 Dollars (\$35,000.00)** ("the Loan") evidenced by a certain promissory note of even date herewith (the "Note"), executed and delivered by Mortgagors. This Mortgage may secure amounts advanced to or for Mortgagors 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 must repay all of the unforgiven amount of the Loan at "Maturity". For the purposes of this Mortgage, "Maturity" means the first to occur of the following: (1) the sale or other transfer of Mortgagors' ownership interest in the Mortgaged Property, where such transfer provides an ownership interest to a party other than the Mortgagors named herein; (2) the Mortgaged Property ceases to be the Mortgagors primary place of residence; (3) there is a default or breach of the Note, this Mortgage or any other agreement made between IHCDA and Mortgagors or (4) if foreclosure proceedings have been initiated against the Mortgaged Property.

[00041600-2]

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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If the Mortgaged Property is sold for fair market value or via a Sheriff's sale, the Mortgagors shall only be required to pay IHCDA the "Net Proceeds" from the sale of the Mortgaged Property up to the unforgiven amount of the Loan. However, if at any time it becomes evident to IHCDA, the U.S. Department of the Treasury or Court of law or equity that any representation or warranty made by the Mortgagors at the time the Mortgagors applied for the Loan was false, misleading, or fraudulent or the Mortgagors was found to have committed fraud with respect to the Program, you must repay the entire amount of the Loan and Net Proceeds and the Forgiveness Schedule will not apply. The "Net Proceeds" is defined as the amount of the sales price that you receive for selling the Mortgaged Property minus the payoff amount for the senior mortgages on the Mortgaged Property.

- 2. Timeliness of Payments.** Mortgagor shall pay when due all indebtedness secured by this Mortgage, on the dates and in the amounts provided in the Note or in this Mortgage, when the payment(s) thereof become due, all without relief from valuation and appraisal laws.
- 3. Loan Forgiveness.** The Loan will be forgiven under the following circumstances: (1) if you continue to reside at the Mortgaged Property and (2) maintain it as your primary residence and (3) otherwise comply with the terms and conditions contained in the Note and this Mortgage, twenty percent (20%) of the Loan will be forgiven by IHCDA, each consecutive year, beginning upon the completion of the first (1st) anniversary of the Effective Date of the Note through the end of the fifth (5th) anniversary of the Effective Date of the Note, then, the Loan shall be forgiven at the end of the fifth (5th) anniversary of the Effective Date of the Note. However, if at any time it becomes evident to IHCDA, the U.S. Department of the Treasury or Court of law or equity that any representation or warranty made by the Mortgagors at the time the Mortgagors applied for the Loan was false, misleading, or fraudulent or the Mortgagors was found to have committed fraud with respect to the Program, you must repay the entire amount of the Loan and the Net Proceeds and the Forgiveness Schedule will not apply.
- 4. 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.
- 5. Repair of Mortgaged Premises; Insurance.** Mortgagors shall keep the Mortgaged Property in good repair and shall not commit waste thereon. Mortgagors shall obtain 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.

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6. **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.
7. **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.
8. **Default by Mortgagor.** The Mortgagors shall be in default if any of the following events occur before Maturity: (1) if Mortgagors does not continue to utilize the Mortgaged Property as its primary address; (2) if Mortgagors sells the Mortgaged Property; (3) if the Mortgagors violates any other terms and conditions contained in the Note, this Mortgage, or any other agreement made between IHCD and Mortgagors; (4) if foreclosure proceedings have been initiated against the Mortgaged Property; or (5) if at any time it becomes evident to IHCD or the U.S. Department of the Treasury or any Court of Law or Equity that any representation or warranty made by the Mortgagors at the time it applied for the Loan was false, misleading, or fraudulent or the Mortgagors was found to have committed fraud with respect to the Program.

If an event of default occurs, the Mortgagors agree(s) to pay to IHCD the full unpaid principal balance of the Loan. However, if at any time it becomes evident to IHCD, the U.S. Department of the Treasury or a Court of Law or Equity that any representation or warranty made by the Mortgagors at the time the Mortgagors applied for the Loan was false, misleading, or fraudulent or the Mortgagors was found to have committed fraud with respect to the Program, you must repay the entire amount of the Loan over and above the Net Proceeds.

9. **Remedies of Mortgagee.** Upon default by Mortgagor 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 for the Mortgaged Property and may add the cost thereof to the principal balance due.
10. **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.
11. **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.

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12. **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 Mortgagors, or if the Mortgaged Property is ever held or used by Mortgagors for the purpose of something other than their primary 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.

13. **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.
14. **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.
15. **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.
16. **Title.** Mortgagors represent and warrant that Mortgagors is/are the lawful owner of the Mortgaged Property, and title is vested in Mortgagors. There has been no prior assignment of any of Mortgagor's rights in the Mortgaged Property which exist as of the date of this Mortgage.
17. **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 THE 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 day 10/27/2022.

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Mortgagor:

Mortgagor:

JOHNEICE SMITH
Notary Public - State of Indiana
Signature

Signature

JOHNEICE SMITH
Printed

Printed

10/27/2022
Date

Date

STATE OF INDIANA)
) SS:
COUNTY OF ^{Marion})

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

Witness my hand and Notarial Seal this day 10/27/2022

My Commission Expires:

Angela Young
Notary Public

(Seal)

Angela Young
Commission Number NP0741776
Notary Public - State of Indiana - Seal
Marion County
My Commission Expires Jun 13, 2030

Notarial act performed by audio-visual communication

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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 _____.

My Commission Expires:

Notary Public

(Seal)

Return recorded document to:
Indiana Housing & Community Development Authority
30 South Meridian Street, Suite 900
Indianapolis, IN 46204
ATTN: HOMEOWNER ASSISTANCE FUND

This instrument was prepared by:
Carmen M Files, Deputy Counsel
for Indiana Housing and Community Development Authority
30 South Meridian Street, Suite 900
Indianapolis, IN 46204
ATTN: HOMEOWNER ASSISTANCE FUND

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

Adam Duzan
Name: Adam Duzan

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EXHIBIT A

LOTS NUMBERED 1 AND 2, BLOCK 4, AS SHOWN ON THE RECORDED PLAT OF HINEY'S FIRST ADDITION TO THE CITY OF GARY, RECORDED IN PLAT BOOK 13, PAGE 14 IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

COMMONLY KNOWN AS: 451 PIERCE STREET, GARY, IN 46408

TAX KEY NO(S) 45-08-33-126-001.000-004

Property of Lake County Recorder