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2023-517470
06/07/2023 10:22 AM
TOTAL FEES: 55.00
BY: JAS
PG #: 5
RECORDED AS PRESENTED

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
GINA PIMENTEL
RECORDER

INDIANA HOUSING AND COMMUNITY DEVELOPMENT AUTHORITY FIRST PLACE SECOND REAL ESTATE MORTGAGE

THIS INSTRUMENT ("Mortgage") WITNESSES: That the undersigned

Andrea Kathleen Cervantes

jointly and severally, ("Mortgagor") of the State of Indiana, hereby MORTGAGE and WARRANT to INDIANA HOUSING AND COMMUNITY DEVELOPMENT AUTHORITY ("Mortgagee"), the real estate and improvements located at

2145 Westpark Ave Whiting, IN 46394

("Real Estate") located in LAKE _____ County, State of Indiana, more particularly described as:

see legal description

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 thirteen thousand five hundred and 00/100 Dollars (\$13,500.00)

(the "Loan") evidenced by a certain promissory note (the "Note") of even date herewith, executed and delivered by Mortgagor.

Mortgagor jointly and severally, covenants with Mortgagee as follows:

- Payment of Sums Due.** Mortgagor shall pay when due all indebtedness secured by this Mortgage, upon the first of month to occur of the following: (1) The date that is nine (9) years after the date of the Note, 05/26/2032 (the "End of the Affordability Period"); (2) if Mortgagor does not continue to utilize the Mortgaged Property as its primary residence throughout the Affordability Period (as defined in Section 6 of the Note); (3) if Mortgagor sells, refinances, fails to occupy or abandons the Mortgaged Property during the Affordability Period; (4) if the Mortgagor violates any other terms and conditions contained in the Note, this Mortgage, or any other agreement made between IHCD and the Mortgagor related to the Loan; or (5) if foreclosure proceedings have been initiated against the Mortgaged Property during the Affordability Period; (6) if it becomes evident to IHCD that any representation or warranty made by the Mortgagor was false, misleading, or fraudulent (the occurrence of 2, 3, 4, 5, or 6 "Maturity"). Mortgagor agrees 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.
- 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 and with attorneys' fees.
- Forgiveness of Loan.** If the Mortgagor uses the Mortgaged Property as his or her primary residence throughout the End of the Affordability Period, the Loan will be forgiven. However, if the Mortgagor sells,

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PROPER TITLE, LLC

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refinances, fails to occupy or abandons the Mortgaged Property before the End of the Affordability Period, the Mortgagor must repay to IHCDCA the entire principal balance of the Loan, in addition to any accrued interest, if any. The Mortgagor should consult its own tax advisors as to any consequences of the forgiveness of the Loan. IHCDCA makes no representations with respect thereto. For questions regarding the aggregate amount of the Loan forgiven, the Mortgagor may contact IHCDCA at Homeownership@ihcda.IN.gov or at 30 South Meridian Street, Suite 900, Indianapolis, Indiana 46204.

- 4. No Liens.** Mortgagor 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.
- 5. Repair of Mortgaged Premises; Insurance.** Mortgagor shall keep the Mortgaged Property in good repair and shall not commit waste thereon. Mortgagor 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 Mortgagor 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.
- 6. Taxes and Assessments.** Mortgagor 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 and shall bear interest from the date or dates of payment at the rate of 0 percent (0%) 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, 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 Mortgagor shall be in default if any of the following events occur: (1) if Mortgagor does not continue to utilize the Mortgaged Property as its primary residence throughout the Affordability Period; (2) if Mortgagor sells, refinances, fails to occupy or abandons the Mortgaged Property during the Affordability Period; (3) if the Mortgagor violates any other terms and conditions contained in the Note, this Mortgage, or any other agreement made between IHCDCA and the Mortgagor related to the Loan; or (4) if foreclosure proceedings have been initiated against the Mortgaged Property during the Affordability Period; or (5) if it becomes evident to IHCDCA that any representation or warranty made by the Mortgagor at the time it applied for the Loan was false, misleading, or fraudulent.
- 9. 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 Mortgagor shall fail to occupy or 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.
- 10. 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.

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11. **Subordination.** This Mortgage shall be subordinate only to Mortgageor's purchase money mortgage of even date herewith, the proceeds of which are being utilized only to purchase the Mortgaged Property.
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 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.

IN WITNESS WHEREOF, Mortgageor has executed this Mortgage this 26th day of May, 2023

Mortgageor:

Andrea Kathleen Cervantes

Signature

Andrea Kathleen Cervantes

Signature

Printed or Typed

Printed or Typed

STATE OF INDIANA)

) SS:

COUNTY OF PORTER)

Andrea Kathleen Cervantes

Before me, a Notary Public in and for said County and State, personally who

appeared acknowledged execution of the foregoing Mortgage.

Witness my hand and Notarial Seal this 26th day of May, 2023

My Commission Expires: 12/31/2027

Notary Public

My County of Residence: PORTER

Printed Name



REQUIRED LENDER (ORIGINATOR) INFORMATION-2014-43

Lender's (Originator's) Name:

Kyle J Hiestand

Lender's (Originator's) NMLS Number:

1828320

Printed or Typed

Printed or Typed

Company Name:

Fairway Independent Mortgage Corporation

Company NMLS Number:

2289

Printed or Typed

Printed or Typed

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This instrument was prepared and presented for recording by: Lori McDaniels

This instrument was created by IHCDA (Indiana Housing and Community Development Authority), 30 South Meridian Street, Suite 900, 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: _____ (person's name presenting document for recording).

Lori McDaniels

Return recorded document to:

Indiana Housing & Community Development
Authority 30 South Meridian Street, Suite 900
Indianapolis, IN 46204

Property of Lake County Recorder

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EXHIBIT A

LOT NUMBER NINETEEN (19), IN BLOCK NUMBER THREE (3), AS MARKED AND LAID DOWN ON RECORDED PLAT OF LAKE ADDITION TO HAMMOND, IN LAKE COUNTY, INDIANA, AS THE SAME APPEARS OF RECORD IN PLAT 17, PAGE 6, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

Property of Lake County Recorder