

NOT AN OFFICIAL DOCUMENT

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

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

Jose Salinas Lara, Nancy Cordova Cano and Elias Salinas Lara

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

1743 W 98th Pl Crown Point, IN 46307

("Real Estate") located in LAKE

County, State of Indiana, more particularly

described as:

2023-539906

12/06/2023 11:43 AM

TOTAL FEES: 55.00

BY: JAS

PG #: 5

RECORDED AS PRESENTED

STATE OF INDIANA

LAKE COUNTY

FILED FOR RECORD

GINA PIMENTEL

RECORDER

see attached 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 loan in the amount of Sixteen Thousand Five Hundred ** and 00/100 Dollars (\$16.500 .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:

- 1. Payment of Sums Due.** Mortgagor shall pay when due all indebtedness secured by this Mortgage, upon the first to occur of the following: (1) The date that is nine (9) years after the date of the Note, November 30, 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.
- 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 and with attorneys' fees.
- 3. 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,

THIS INSTRUMENT SECURES A ZERO (0) INTEREST RATE OR OTHER

SUBS  24-9-3-2 1.18.23

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- 11. **Subordination.** This Mortgage shall be subordinate only to Mortgagor'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, Mortgagor has executed this Mortgage this 30th day of Nov, 2023

Mortgagor:

Elias Salinas Lara

NAUCY Cordova Cano

Signature

Signature

Jose Salinas Lara

Nancy Cordova Cano

Printed or Typed

Printed or Typed

STATE OF INDIANA)

) SS: CLC)
COUNTY OF CLC)

X Elias Salinas Lara
Elias Salinas Lara

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

Nancy Cordova Cano and Elias Salinas Lara appeared acknowledged execution of the foregoing Mortgage.

Witness my hand and Notarial Seal this 30th day of Nov, 2023

My Commission Expires: 5/10/25

Notary Public

My County of Residence: CLC

Printed Name



REQUIRED LENDER (ORIGINATOR) INFORMATION-2014-43

Lender's (Originator's) Name:

Amanda McKenzie

Lender's (Originator's) NMLS Number:

372937

Printed or Typed

Printed or Typed

Company Name:

First Community Mortgage, Inc.

Company NMLS Number:

629700

Printed or Typed

Printed or Typed

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SUBS 24-9-3-2 1.18.23

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This instrument was prepared and presented for recording by: Eric Jordan

This instrument was created by IHEDA (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: MONICA HUETTL (person's name presenting document for recording).

Return recorded document to:

U.S. Bank
Attention: Note vault 6th Floor
9380 Excelsior Blvd.
Hopkins, MN55343

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ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

SCHEDULE A

ISSUED BY

STEWART TITLE GUARANTY COMPANY

EXHIBIT "A"
LEGAL DESCRIPTION

LOT 56, INDIAN RIDGE ADDITION, UNIT 1, TO THE CITY OF CROWN POINT, AS PER PLAT THEREOF, RECORDED
IN PLAT BOOK 48, PAGE 141, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

Property of Lake County Recorder

