

# NOT AN OFFICIAL DOCUMENT

2024-505430  
02/22/2024 02:13 PM  
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 STEP

24-7148

### SECOND REAL ESTATE MORTGAGE

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

Darud F Abdul Wajibul Elizabeth L Conwell, HUSBAND AND WIFE

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:

1918 WESTFIELD CT Griffith, IN 46319

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

SEE ATTACHED

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 Seventeen thousand seven hundred and 00/100 Dollars (\$17,700.00)

(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, as set forth in the Note. Mortgagor agrees to pay the principal of the Loan to IHCDA on the dates set forth in the Note, and in any case no later than the maturity date of such Note. The restrictions contained in the Note and 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. 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.

THIS INSTRUMENT SECURES A ZERO (0) INTEREST RATE OR OTHER  
SUBSIDIZED LOW RATE LOAN SUBJECT TO IC 24-9-3-2

1/2024

Page 1 of 4

State Street Title

4. **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.
5. **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.
6. **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.
7. **Default by Mortgagor.** The Mortgagor shall be in default if the Mortgagor violates the terms and conditions contained in the Note, this Mortgage, or any other agreement made between IHEDA and the Mortgagor related to the Loan.
8. **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.
9. **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.
10. **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.

# NOT AN OFFICIAL DOCUMENT

11. **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 16th day of February, 2024.

Mortgagor:

Darud F Abdul Wajibul

E. L. Conwell

Signature

Darud F Abdul Wajibul

Signature

Elizabeth L Conwell

Printed or Typed

Printed or Typed

STATE OF INDIANA )

) SS:

COUNTY OF Jasper )

Darud F Abdul Wajibul

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

Elizabeth L Conwell husband and wife appeared acknowledged execution of the foregoing Mortgage.

Witness my hand and Notarial Seal this 16th day of February, 2024

My Commission Expires: \_\_\_\_\_

Notary Public \_\_\_\_\_

My County of Residence \_\_\_\_\_

Printed Name \_\_\_\_\_



**REQUIRED LENDER (ORIGINATOR) INFORMATION-2014-43**

Lender's (Originator's) Name:

Aubrey Locke

Lender's (Originator's) NMLS Number:

290041

Printed or Typed

Printed or Typed

Company Name:

Guaranteed Rate Affinity, LLC

Company NMLS Number:

1598647

Printed or Typed

Printed or Typed

**THIS INSTRUMENT SECURES A ZERO (0) INTEREST RATE OR OTHER  
SUBSIDIZED LOW RATE LOAN SUBJECT TO IC 24-9-3-2**

# NOT AN OFFICIAL DOCUMENT

This instrument was prepared and presented for recording by: Linda Phan

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: Linda Phan (person's name presenting document for recording).

Return recorded document to:

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

Property of Lake County Recorder

# NOT AN OFFICIAL DOCUMENT

## EXHIBIT "A" Property Description

**Closing Date:** February 15, 2024  
**Buyer(s):** Darud F. Abdul-Wajibul and Elizabeth L. Conwell  
**Property Address:** 1918 Westfield Court, Griffith, IN 46319

### PROPERTY DESCRIPTION:

Lot 30 in Westfield Estates Unit One, as per plat thereof, recorded in Plat Book 80, page 74, in the Office of the Recorder of Lake County, Indiana.

Property of Lake County Recorder