

#6-4788

Lake City Comm. Dev. Dept.
2793 N. Main
Ct. Pt.

R-59427

DATE August 30, 1988

996281

HOME PRESERVATION PROGRAM

PROMISSORY NOTE

FOR VALUE RECEIVED, the undersigned (hereafter the BORROWER) promises to pay to the order of The Lake County Community Development Department (hereafter the LENDER) or its successors, the principal sum of \$5,000.00 payable at

The Lake County Community Development Department
2293 North Main Street
Crown Point, Indiana 46307

or at such other place as may be designated by the LENDER.

This Note evidences a loan by the LENDER to the BORROWER for the exclusive purpose of rehabilitating, preserving and/or enhancing the resident real estate containing one dwelling unit occupied by the owner

located at and more commonly known as 239 North Vaint Street
Lowell, Indiana 46356

(address or property description)

(hereafter, the PROJECT)

This Note is secured by a Property Rehabilitation Mortgage of even date herewith in favor of the LENDER, as beneficiary, on the above referenced PROJECT.

The term of this Note shall be until the balance due is paid in full is for a period ending on the first day of the month, first occurring ten (10) years after the completion of the PROJECT rehabilitation, preservation, or enhancement activities financed in whole or in part by the loan evidenced by this Note. Unless prepaid, this Note shall be satisfied and be released by the LENDER on the 1st day of November, 1998. *The anniversary of this Note shall be the 1st day of November in each year following the completion of activities financed by the loan evidenced by this Note.

*This date must be ten (10) years from a generously estimated construction completion date in order to assure that a full ten (10) year period is attained.

STATE OF INDIANA
LILLIAN A. BLASTICK
RECORDER, LAKE COUNTY
CROWN POINT, INDIANA 46307
FILED FOR RECORD
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At each anniversary date on which the LENDER determines that the BORROWER has satisfied the terms and conditions of this Note, the LENDER shall reduce the balance due hereunder by ten (10%) percentum of the original amount of the Note.

During the term of this Note, the BORROWER shall make no payments of principal or interest; PROVIDED HOWEVER, that if the BORROWER shall be found in default of any of the terms or conditions of this Note, then the unpaid and remaining balance plus four (4%) percent interest per annum shall become immediately due and payable; and PROVIDED FURTHER that if the instance of default be the conversion of any part of all of said unit to commercial use, industrial use, rental use, or to cooperative ownership, then the full initial amount of the deferred payment loan plus four (4%) percent interest per annum shall be due and payable without benefit to the BORROWER of the ten (10%) percentum anniversary date reductions otherwise made by the LENDER. PROVIDED FURTHER, that if there be any default in the payment of the principal or interest due on any Note or Mortgage on any encumbrance against the real estate herein, then the unpaid and remaining balance plus four (4%) percent interest per annum shall become immediately due and payable.

The deferred payment loan evidenced by this Note may be assigned and/or assumed only by written agreement with The Lake County Community 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, AND PROVIDED, that any successor(s) to or assignee(s) of the BORROWER shall grant for the benefit of the LENDER a Property Rehabilitation Mortgage for the PROJECT describing terms and conditions both like unto those entered by the BORROWER and acceptable to the LENDER, AND PROVIDED FURTHER that any subordination of this Note to additional liens or encumbrances of the assignee or successor to the BORROWER shall be only upon the written consent of the LENDER. Such additional liens and encumbrances shall extend to and include any contract for deed, land contract, or other agreement between the BORROWER and his successor or assignee.

A. Any sale of this property prior to (10) ten years after completion of this rehabilitation project will constitute a default by the BORROWER and will make remaining principal balance plus (4%) four percent per annum interest due in full.

Any forbearance by the LENDER with respect to any of the terms and conditions of this Note in no way constitutes a waiver of any of the LENDER's rights or privileges granted hereunder. Any written notice or payment of one party to the other shall be addressed to the parties as follows:

The LENDER-

The Lake County Community Development Department
2293 North Main Street
Crown Point, Indiana 46307

The BORROWER-

Peter & Mary Brajkovich
239 North Vaint Street
Lowell, Indiana 46356

(name and address)

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 successor to or assignee 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 interest due on the remaining balance.

If suit is instituted by the Lake County Community Development Department on this Note, the BORROWER agrees to pay all costs of such collection, including reasonable attorney's 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 and Mortgage by the LENDER at the BORROWER's own cost.

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

Peter Brajkovich Aug. 30, 1988
BORROWER Date/Seal

Mary Brajkovich Aug. 30, 1988
BORROWER Date/Seal

STATE OF Indiana

CITY/COUNTY OF Lake SS:

The foregoing instrument was acknowledged before me this 30th day of August, 1988, by Peter & Mary Brajkovich and _____.

Milan Grozdanic
Notary Public

MILAN GROZDANICH
NOTARY PUBLIC STATE OF INDIANA
LAKE COUNTY
MY COMMISSION EXP. MAY 11, 1990

My Commission expires: _____

This instrument was prepared by Kerry A. Williams

