

#1-4205

City of Gary, 824 Broadway  
Gary, Attn: Naomi  
RENTAL REHABILITATION PROGRAM

R-59421

PROMISSORY NOTE

997375

FOR VALUE RECEIVED, the undersigned (hereafter the **BORROWER**) promises to pay to the order of the **City of Gary, MAYOR'S OFFICE OF HOUSING CONSERVATION** (hereafter the **LENDER**) or its successors, the principal sum of four thousand dollars (\$ 4,000.00 ), payable at

MAYOR'S OFFICE OF HOUSING CONSERVATION  
City of Gary  
824 Broadway, 2nd Floor  
Gary, Indiana 46402

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 residential real estate containing (or to contain) one dwelling units for rent located at and commonly known as 5516 East 13th Avenue described as Lot 18, Block 8, Aetna Manor 4th division in the City of Gary, as shown in Plat Book 29, page 99, Lake County, IN

STATE OF INDIANA/S.S. NO:  
LAKE COUNTY  
FILED FOR RECORD  
SEP 14 1 17 PM '88  
LILLIAN A. BLASTICK  
RECORDER, LAKE COUNTY  
BROWN POINT, INDIANA 46307

CITY OF GARY TITLE INSURANCE COMPANY  
TITLE DIVISION

(hereafter, the **PROJECT**).

This **Note** is secured by a **DEED OF TRUST** 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 or for a period ending on the first day of the month, first occurring five (5) 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 January, 19 93.

OK  
10.00

\*The anniversary of this **Note** shall be the 1st day of January in each year following the completion of activities financed by the loan evidenced by this **Note**.

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 20 percentum (20%) 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 shall become immediately due and payable; and, **PROVIDED FURTHER** that if the **PROJECT** be of ten (10) or more dwelling units, and if the instance of default be the conversion of any or all of said units to condominium use or to cooperative use which is not affordable to lower income households (as these terms "affordable" and "lower income households" may be defined by the **LENDER**), then the full initial amount of the deferred payment loan shall be due and payable without benefit to the **BORROWER** of the ten percentum anniversary date reductions otherwise made by the **LENDER**.

The **BORROWER** agrees not to discriminate against or deny occupancy to any tenant or prospective tenant by reason of their receipt of, or eligibility for, housing assistance, under any Federal, State or local housing assistance program; and not to discriminate against or deny occupancy to any tenant or prospective tenant by reason that the tenant has a minor child or children who will be residing with them, unless the **PROJECT** be one reserved for elderly tenants.

The deferred payment loan evidenced by this **Note** may be assigned and/or assumed: **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

\*This date must be 5 years from a generously estimated construction completion date in order to assure that a full 5 year period is attained.

any successor(s) to or assignee(s) of the **BORROWER** shall grant for the benefit of the **LENDER** a **DEED of TRUST** 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.

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 -**                    **MAYOR'S OFFICE OF HOUSING CONSERVATION**  
   **City of Gary**  
   **824 Broadway, 2nd Floor**  
   **Gary, Indiana 46402**

**THE BORROWER -**                Edith Robbins  
   411 Johnson Street  
   Gary, Indiana 46402  
   (219) 885-1932

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 at all any part of the remaining balance of this **Note** without the payment of penalties or premiums.

If suit is instituted by the City of Gary, Mayor's Office of Housing Conservation to recover 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 by the LENDER at the BORROWER'S own cost.

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


*Fred Lewis*  
BORROWER                      DATE/SEAL  
EDITH ROBBINS, by Fred Lewis,  
Her Attorney-in-Fact

\_\_\_\_\_  
BORROWER                      DATE/SEAL

STATE OF INDIANA  
COUNTY OF LAKE    § ss:  
CITY OF GARY

The foregoing instrument was acknowledged before me this 22 day of July, 1988, by Edith Robbins by Fred Lewis, her Attorney-in-Fact and \_\_\_\_\_

MARCUS L. HUBBARD  
NOTARY PUBLIC STATE OF INDIANA  
LAKE COUNTY  
MY COMMISSION EXP. SEPT. 17, 1991

*Marcus L. Hubbard*  
NOTARY PUBLIC -MARCUS L. HUBBARD  


My Commission expires: SEPTEMBER 17, 1991

THIS INSTRUMENT PREPARED BY: Mary E. Watkins



## POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, That

do hereby appoint FRED LEWIS AND RENT FO-MATION AND LANDLORDS REALTY of the City of Gary, Lake County, Indiana ("Agents"), the power of attorney to act on my/our behalf and to execute any and all of the following deeds as fully as I/we might or could do if personally present commencing on the 2 day of March 19 87, such power being:

To manage, ask, demand, sue for, collect, recover, and receive all sums of money debts, accounts, and demand whatsoever is now or shall hereafter become due, owing, payable, or belonging to me, and to take all lawful ways and means in my/our name or otherwise, and to compromise and agree for the same as it relates to my/our real estate property located at \_\_\_\_\_

5516 E. 13th Ave

To commence, prosecute, or enforce, or to defend, answer to oppose all actions, suits or other legal proceedings relating to any of the matters before said, in which I am/ we are or may hereafter be interested or concerned in relation thereto; and to compromise, refer to arbitration, or submit to judgment in any such actions or proceedings.

To execute all necessary instruments to carry out and perform any of the above described powers, and to do any other acts requisite to carrying out such powers.

This power of attorney and the agency relationship created thereby expressly incorporate herein those duties which are implicit in the acceptance and use of this power, including, but not limited to, the duties of loyalty and care which may be imposed by law, fact or circumstance, the breach of which constitute a breach of this power of attorney.

Edith Robbins  
\_\_\_\_\_  
\_\_\_\_\_

STATE OF INDIANA  
COUNTY OF LAKE

Before me, the undersigned, a Notary in and for said County, this 2 day of March 1987 came Edith Robbins and acknowledged the execution of the foregoing instrument.

Witness my hand and official seal.

A resident of Lake County, State of Ind.

May 24, 1988

Notary Public: Pauline Baker

My commission expires