

085370

CORRECTIVE*

James T. Buckholz
35 E Wacker Dr.
Chicago, Illinois

R#60905

**REGULATORY AGREEMENT FOR LIMITED DISTRIBUTION MORTGAGES
UNDER SECTION 236 OF THE NATIONAL HOUSING ACT, AS AMENDED
WITH SECTION 1 HOUSING ASSISTANCE PAYMENTS CONTRACTS**

Project No 073-44662

Mortgage State Teacher's Retirement Board of Ohio

Amount of Mortgage Note \$6,405,700.00

Date December 14, 1976

Mortgage Recorded: December 16, 1976 State Indiana
Recorded as Instrument: 184396
Book

County Lake County
Page

Date December 14,
1976

This Agreement entered into this _____ day of _____, 1976

between Lake County Trust Company, not personally but solely as Trustee under Trust No. 4011 ("Trustee"), whose address is 2200 North Main Street, Crown Point, IN 46307; Lakeside Housing Limited Partnership, an Illinois limited partnership whose address is 35 East Wacker Drive, Suite 1300, Chicago, Illinois 60601

their successors, heirs, and assigns (jointly and severally, hereinafter referred to as Owners) and the undersigned Secretary of Housing and Urban Development and her successors, acting by and through the Assistant Secretary for Housing-Federal Housing Commissioner (hereinafter called Commissioner).

In consideration of the endorsement for insurance by the Commissioner of the above described note or in consideration of the consent of the Commissioner to the transfer of the mortgaged property, and in order to comply with the requirements of Section 236 of the National Housing Act, as amended, and the Regulations adopted by the Commissioner pursuant thereto, Owners agree for themselves, their successors, heirs and assigns, that in connection with the mortgaged property and the project operated thereon and as long as the contract of mortgage insurance continues in effect, and during such further period of time as the Commissioner shall be the owner, holder or reinsurer of the mortgage, or during any time the Commissioner is obligated to insure a mortgage on the mortgaged property:

1. Owners, except as limited by paragraph 17 hereof, shall promptly make all payments due under the note and mortgage; provided, however, that the Commissioner shall make payments to the mortgagee on behalf of the Owners in accordance with the interest requirements of the mortgage.

2. (a) Owners shall establish and maintain, in connection with the mortgage, a reserve fund for replacements by the allocation to such reserve fund in a separate account with the mortgagee as in a safe and responsible depository designated by the mortgagee, commencing with the beginning of payments towards amortization of the principal of the mortgage insured or held by the Commissioner of an amount equal to the amount of the mortgagee's disbursements for such fund, whether in the form of cash deposits or investments or fully guaranteed as to principal by the United States of America, shall at all times be under the control of the mortgagee. Disbursements from such fund, whether for the purpose of effecting replacement of structural elements and mechanical equipment of the project or for any other purpose, may be made only after receiving the consent in writing of the Commissioner. In the event of a default in the terms of the mortgage, pursuant to which the loan has been accelerated, the Commissioner may apply or authorize the application of the balance in such fund to the amount due on the mortgage debt as accelerated. See Attached Rider.

(b) Where Owners are acquiring a project already subject to an insured mortgage, the reserve fund for replacements to be established will be equal to the amount due to be in such fund under existing agreements or charter provisions at the time Owners acquire such project, and payments hereunder shall begin with the first payment due on the mortgage after acquisition, unless some other method of establishing and maintaining the fund is approved or required in writing by the Commissioner.

(c) Owners shall establish and maintain, in connection with the mortgage, a residual receipts fund by depositing thereto, with the mortgagee, the residual receipts, as defined herein, within 60 days after the end of the annual or annual fiscal period within which such receipts are realized. Residual receipts shall be under the control of the Commissioner, and shall be disbursed only on the direction of the Commissioner, who shall have the power and authority to direct that the residual receipts, or any part thereof, be used for such purposes as he may determine. See Attached Rider.

3. Real property covered by the mortgage and this Agreement is described in Schedule A attached hereto.

4. The Owners covenant and agree that:

(a) with the prior approval of the Commissioner, they will establish for each dwelling unit (1) a basic rental charge determined on the basis of operating the project with payments of principal and interest under a mortgage bearing interest at one percent and (2) a fair market rental charge determined on the basis of operating the project with payments of principal, interest and mortgage insurance premiums due under the insured mortgage on the project, provided, however, that with respect to those projects which the Commissioner has determined have separate utility meters and in which tenants are billed directly and pay some or all of the utility charges attributable to the units they occupy, the basic rental charge and the fair market rental charge shall be determined on the basis of operating the project without including the cost of such utility services for each unit;

Replace Form FHA-3136, which is obsolete

* This Corrective Regulatory Agreement shall replace a previous Regulatory Agreement by and between the parties herein which was recorded in the Lake County, Indiana recorder's office on January 31, 1990 as document number 082123. This Corrective Regulatory Agreement corrects a scrivener's error appearing in paragraph 17 of the previous Regulatory Agreement.

HUD 03136 (7-77)

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CHICAGO TITLE INSURANCE COMPANY
INDIANAPOLIS, INDIANA

STATE OF INDIANA
RECORDS AND DEEDS
LAKE COUNTY
NOV 18 1976

(b) the rental charged for each unit will be determined as provided in 24 CFR 236.55 and instructions issued pursuant thereto.

(c) they shall limit admission to the project to those whose incomes do not exceed the limits prescribed by the Commissioner, with the exception of those tenants who agree to pay fair market rental;

(d) preference for occupancy shall be given to those displaced from an urban renewal area, or as a result of governmental action, or as a result of a disaster determined by the President to be a major disaster, and, in those projects utilizing income limits in effect prior to August 23, 1974, to those whose incomes are within the lowest practicable limits for obtaining rental units in the project;

(e) on forms approved by the Commissioner they will obtain from each prospective tenant, prior to admission to the project, a certification of income, and a recertification of income from all tenants who are not paying fair market rental at intervals as required by the Commissioner;

(f) if any recertification reveals a change in income whereby the tenant becomes eligible for a lower or higher rental, such adjustment in rental charged shall be made, provided that rental shall never be less than basic rental and shall never exceed fair market rental;

(g) in a manner prescribed by the Commissioner, they will obtain written evidence substantiating the information given on the tenants' certifications and recertifications of income and shall retain the evidence in their files for three years.

(h) they shall require all tenants who do not pay the fair market rental to execute a lease in the form prescribed by the Commissioner, and shall not rent any unit in the project for less than 30 days nor more than one year;

(i) they shall remit to the Commissioner on or before the tenth day of each month the amount by which the total rentals collected on the dwelling units exceeds the sum of the approved basic rentals for all occupied units, which remittance shall be accompanied by a monthly report on a form approved by the Commissioner, provided that a monthly report must be filed even if no remittance is required;

(j) they shall not restrict occupancy by reason of the fact that there are children in the family, except in those projects that are designed primarily for elderly persons;

(k) they will rent commercial facilities, if any, at not less than the rental approved by the Commissioner;

(l) no change will be made in the basic rental or fair market rental unless approved by the Commissioner; and in the event that some or all of the utilities are individually metered, in which case the Commissioner will have approved a utility allowance for each unit, they agree to request from the Commissioner an adjustment in the approved utilities allowance within 90 days if there are utility rate increases which result in a cumulative increase of 10 percent or more in the cost of utilities included in the latest approved utilities allowance;

(m) no tenant shall be permitted to rent more than one unit at any given time without the prior written approval of the Commissioner;

(n) ~~if in the project there are rent supplement units or units receiving additional assistance payments pursuant to Section 236 (d)(3), the determination as to the eligibility of tenants for admission to such units and the conditions of continued occupancy shall be in accordance with the Rent Supplement Contract or Rental Assistance Contract executed by the Owners and Commissioner which is incorporated in and made a part of this Agreement.~~

(o) See Attached Rider.
5. Upon prior written approval of the Commissioner, the Owners may charge to and receive from any tenant such amounts as from time to time may be mutually agreed upon between the tenant and the Owners for any facilities and/or services which may be furnished by the Owner or others to such tenant upon his request, in addition to the facilities and services included in the approved Rental Schedule.

6. Owners shall not without the prior written approval of the Commissioner:

(a) Convey, transfer, or encumber any of the mortgaged property, or permit the conveyance, transfer or encumbrance of such property;

(b) Assign, transfer, dispose of, or encumber any personal property of the project, including rents, or pay out any funds, other than from surplus cash, except for reasonable operating expenses and necessary repairs;

(c) Convey, assign, or transfer any beneficial interest in any trust holding title to the mortgaged property, or the interest of any general partner in a partnership owning the mortgaged property, or any right to manage or receive the rents and profits from the mortgaged property;

(d) Remodel, add to, reconstruct, or demolish any part of the mortgaged property or subtract from any real or personal property of the project;

(e) Make, or receive and retain, any distribution of assets or any income of any kind of the project, except from surplus cash and except on the following conditions:

(1) All distributions shall be made only as of or after the end of a semiannual or annual fiscal period, and only as permitted by the law of the applicable jurisdiction; all such distributions in any one fiscal year shall be limited to six per centum on the initial equity investment, as determined by the Commissioner; and the right to such distribution shall be cumulative;

- (2) No distribution shall be made from borrowed funds or prior to the completion of the project or when there is any default under this Agreement or under the note or mortgage;
- (3) Any distribution of any funds of the project, which the party receiving such funds is not entitled to retain hereunder, shall be held in trust separate and apart from any other funds;
- (4) There shall have been compliance with all outstanding notices of requirements for proper maintenance of the project.
- (f) Engage, except for natural persons, in any other business or activity, including the operation of any other rental project, or incur any liability or obligation not in connection with the project;
- (g) Require, as a condition of the occupancy or leasing of any unit in the project, any consideration or deposit other than the prepayment of the first month's rent plus a security deposit in an amount not in excess of _____ to guarantee the performance of the covenants of the lease. Any fund collected as security deposits shall be kept separate and apart from all other funds of the project in a trust account the amount of which shall at all times equal or exceed the aggregate of all outstanding obligations under said account; *the greater of \$50 or one month's rent but for Section 8 units, no more than the gross family contribution
- (h) Permit the use of the dwelling accommodations of the project for any purpose except the use which was originally intended, or permit commercial use greater than that originally approved by the Commissioner;
- (i) Incur any liability, direct or contingent, other than for current operating expenses, exclusive of the indebtedness secured by the mortgage and necessarily incident to the execution and delivery thereof;
- (j) Pay any compensation, including wages or salaries, or incur any obligations, to themselves, or any officers, directors, stockholders, trustees, partners, beneficiaries under a trust, or to any of their nominees;
- (k) Enter into any contract or contracts for supervisory or managerial services.
7. Owners shall maintain the mortgaged premises, accommodations and the grounds and equipment appurtenant thereto, in good repair and condition. In the event all or any of the buildings covered by the mortgage shall be destroyed or damaged by fire or other casualty, the money derived from any insurance on the property shall be applied in accordance with the terms of the insured mortgage.
8. Owners shall not file any petition in bankruptcy, or for reorganization, or for liquidation, or for reorganization or composition, or make any assignment for the benefit of creditors or to a trustee for creditors or permit an adjudication in bankruptcy, the taking possession of the mortgaged property or any part thereof by a receiver, or the seizure and sale of the mortgaged property or any part thereof under legal process or under any power of sale and fail to have such adverse actions set aside within forty-five days.
9. (a) Owners shall provide for the management of the project in a manner satisfactory to the Commissioner. Any management contract entered into by Owners, or any of them, involving the project shall contain a provision that it shall be subject to termination, without penalty and with or without cause, upon written request by the Commissioner addressed to the Owners. Upon receipt of such request Owners shall immediately terminate the contract within a period of not more than thirty (30) days and shall make arrangements satisfactory to the Commissioner for continuing proper management of the project.
- (b) Payment for services, supplies, or materials shall not exceed the amount ordinarily paid for such services, supplies, or materials in the area where the services are rendered or the supplies or materials furnished.
- (c) The mortgaged property, equipment, buildings, plants, offices, apparatus, devices, books, contracts, records, documents, and other papers relating thereto shall at all times be maintained in reasonable condition for proper audit and shall be subject to examination and inspection at any reasonable time by the Commissioner or his duly authorized agents. Owners shall keep copies of all written contracts or other instruments which affect the mortgaged property, all or any of which may be subject to inspection and examination by the Commissioner or his duly authorized agents.
- (d) The books and accounts of the operations of the mortgaged property and of the project shall be kept in accordance with the requirements of the Commissioner.
- (e) Within sixty days following the end of each fiscal year the Commissioner shall be furnished with a complete annual financial report based upon an examination of the books and records of the mortgagor prepared in accordance with the requirements of the Commissioner certified to by an officer or responsible Owner and, when required by the Commissioner, prepared and certified by a Certified Public Accountant, or other person acceptable to the Commissioner.
- (f) At the request of the Commissioner, his agents, employees, or attorneys, the Owners shall furnish monthly occupancy reports and shall give specific answers upon which information is desired from time to time relative to the income, assets, liabilities, contracts, operation, and condition of the property and the status of the insured mortgage.

(g) All rents and other receipts of the project shall be deposited in the name of the project in a bank, whose deposits are federally insured. Such funds shall be withdrawn only in accordance with the provisions of this Agreement for expenses of the project, remittances to the Commissioner as required under Paragraph 4(i) above, or for distributions of surplus cash as limited by Paragraph 6(e) above. Any owner receiving funds of the project other than by such distribution of surplus cash shall immediately deposit such funds in the project bank account and failing so to do in violation of this Agreement shall hold such fund in trust. Any owner receiving property of the project in violation of this Agreement shall immediately deliver such property to the project and failing so to do shall hold such property in trust. At such time as the Owners shall have lost control and/or possession of the project, all funds held in trust shall be delivered to the mortgagee to the extent that the mortgage indebtedness has not been satisfied.

10. Owners will comply with the provisions of Title VI of the Civil Rights Act of 1964 (Public Law 88-352, 78 Stat. 241), prohibiting discrimination in Federally assisted programs on the grounds of race, color, or national origin and any Federal, State, or local law prohibiting discrimination in housing on the grounds of race, color, religion, creed, sex or national origin, including Title VIII of the Civil Rights Act of 1968 (Public Law 90-284, 82 Stat. 73), as amended, Executive Order 11063, and all requirements imposed by or pursuant to the regulations of the Department of Housing and Urban Development implementing these authorities (including 24 CFR, Subtitle A, Part 1; and Parts 100 and 110 and Subparts I and M of Part 200).

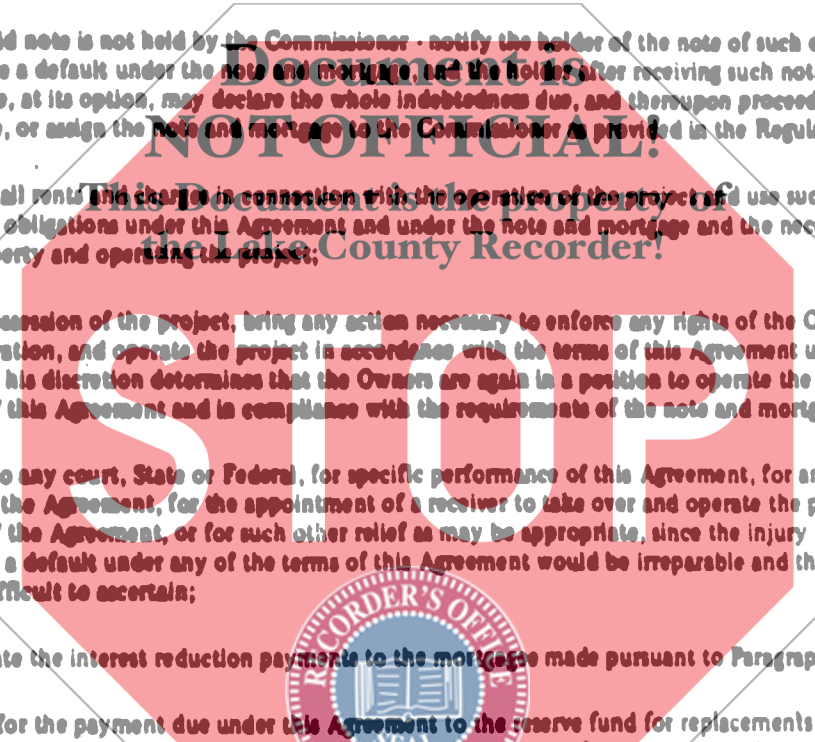
11. Upon a violation of any of the above provisions of this Agreement by Owners, the Commissioner may give written notice, thereof, to Owners, by registered or certified mail, addressed to the addresses stated in this Agreement, or such other addresses as may subsequently, upon appropriate written notice thereof to the Commissioner, be designated by the Owners as their legal business address. If such violation is not corrected to the satisfaction of the Commissioner within thirty days after the date such notice is mailed or within such further time as the Commissioner reasonably determines is necessary to correct the violation, without further notice the Commissioner may declare a default under this Agreement effective on the date of such declaration of default and upon such default the Commissioner may:

- (a)(1) If the Commissioner holds the note - declare the whole of said indebtedness immediately due and payable and then proceed with the foreclosure of the mortgage;
- (2) If said note is not held by the Commissioner - notify the holder of the note of such default and request holder to declare a default under the note and mortgage and the holder, after receiving such notice and request, but not otherwise, at its option, may declare the whole indebtedness due, and thereupon proceed with foreclosure of the mortgage, or assign the note and mortgage to the Commissioner as provided in the Regulations;
- (b) Collect all rents and charges in connection with the operation of the project and use such collections to pay the mortgagor's obligations under this Agreement and under the note and mortgage and the necessary expenses of preserving the property and operating the project;
- (c) Take possession of the project, bring any action necessary to enforce any rights of the Owners growing out of the project operation, and operate the project in accordance with the terms of this Agreement until such time as the Commissioner in his discretion determines that the Owners are again in a position to operate the project in accordance with the terms of this Agreement and in compliance with the requirements of the note and mortgage;
- (d) Apply to any court, State or Federal, for specific performance of this Agreement, for an injunction against any violation of the Agreement, for the appointment of a receiver to take over and operate the project in accordance with the terms of the Agreement, or for such other relief as may be appropriate, since the injury to the Commissioner arising from a default under any of the terms of this Agreement would be irreparable and the amount of damage would be difficult to ascertain;
- (e) Terminate the interest reduction payments to the mortgagee made pursuant to Paragraph 1 hereinabove.

12. As security for the payment due under this Agreement to the reserve fund for replacements, and to secure the Commissioner because of his liability under the endorsement of the note for insurance, and as security for the other obligations under this Agreement, the Owners respectively assign, pledge and mortgage to the Commissioner their rights to the rents, profits, income and charges of whatever sort which they may receive or be entitled to receive from the operation of the mortgaged property, subject, however, to any assignment of rents in the insured mortgage referred to herein. Until a default is declared under this Agreement, however, permission is granted to Owners to collect and retain under the provisions of this Agreement such rents, profits, income, and charges, but upon default this permission is terminated as to all rents due or collected thereafter.

13. As used in this Agreement the terms:

- (a) "Mortgage" includes "Deed of Trust", "Chattel Mortgage", and any other security for the note identified herein, and endorsed for insurance or held by the Commissioner;
- (b) "Mortgagee" refers to the holder of the mortgage identified herein, its successors and assigns;
- (c) "Mortgagor" means the original borrower under the mortgage and its successors and assigns;
- (d) "Owners" refers to the persons named in the first paragraph hereof and designated as Owners, their successors and assigns;



(e) "Mortgaged Property" includes all property, real, personal, or mixed covered by the mortgage or mortgages covering the note entered for insurance or held by the Commissioner;

(f) "Project" includes the mortgaged property and all its other assets of whatever nature or whatsoever status used in or owned by the business conducted on said mortgaged property, which business is to provide housing and other such activities as are incidental thereto;

(g) "Surplus Cash" means any cash remaining after:

(1) the payment of:

(i) All sums due or currently required to be paid under the terms of any mortgage or note insured or held by the Federal Housing Commissioner;

(ii) All amounts required to be deposited in the reserve fund for replacements;

(iii) All obligations of the project other than the mortgage insured or held by the Commissioner unless funds for payment are set aside or deferment of payment has been approved by the Commissioner;

(iv) Remittances due to the Commissioner as required by Paragraph 4(i); and

(2) the segregation of:

(i) An amount equal to the aggregate of all special funds required to be maintained by the project;

(ii) All tenant security deposits held;

(iii) That portion of rentals which must be remitted to the Commissioner in accordance with Paragraph 4(i), but not yet due.

(h) "Residual Receipts" means any cash remaining at the end of a semi-annual or annual fiscal period after deducting from surplus cash the amount of all distributions as that term is defined below and as limited by Paragraph 6(e) hereof;

(i) "Distribution" means any withdrawal or taking of cash or any assets of the project, including the segregation of cash or assets for subsequent withdrawal within the limitations of Paragraph 6(e) hereof, and excluding payment for reasonable expenses incident to the operation and maintenance of the project;

(j) "Income" means the gross annual income of the tenant from all sources before taxes and withholding, after giving effect to exclusions allowed by the Commissioner;

(k) "Default" means a default declared by the Commissioner when a violation of this Agreement is not corrected to his satisfaction within the time allowed by this Agreement or such further time as may be allowed by the Commissioner after written notice.

See Attached Rider.

14. This instrument shall bind, and the benefits shall inure to, the respective Owners, their heirs, legal representatives, executors, administrators, successors in office or interest, and assigns, and to the Commissioner and his successors so long as the contract of mortgage insurance continues in effect, and during such further time as the Commissioner shall be the owner, holder, or reinsurer of the mortgage, or obligated to reimburse the mortgage.

15. Owners warrant that they have not, and will not, enter into any other agreement with provisions contradictory of, or in opposition to, the provisions hereof, and that, in any event, the requirements of this Agreement are paramount and controlling as to the rights and obligations set forth and supersede any other requirements in conflict therewith.

16. The invalidity of any clause, part or provision of this Agreement shall not effect the validity of the remaining portions thereof. The use of any gender shall be applicable to all genders.

17. The following Owners: Lake County Trust Company as Trustee under Trust No. 4011; Lakeside Housing Limited Partnership, and its partners do not assume personal liability for payments due under the note and mortgage, to the reserve for replacements, or for matters not under their control, except:

(a) for funds or property of the project coming into their hands which, by the provisions hereof, they are not entitled to retain; and

(b) for their own acts and deeds or acts and deeds of others which they have authorized in violation of the provisions hereof.

IN WITNESS WHEREOF, the parties hereto have at their hands and seals on the date first hereinabove written.

Lake County Trust Company, as Trustee
under Trust No. 4011

SEE SIGNATURE PAGE ATTACHED

By: **SEE SIGNATURE PAGE ATTACHED**
Its: _____

WITNESSES

Lakeside Housing Limited Partnership
an Illinois limited partnership
By: Lakeside East Corporation
an Illinois corporation and a
general partner

_____ *[Handwritten Signature]*

Its: _____

_____ *[Handwritten Signature]*

Document is NOT OFFICIAL!

SECRETARY OF HOUSING AND URBAN DEVELOPMENT
acting by and through the ASSISTANT SECRETARY FOR
HOUSING-FEDERAL HOUSING COMMISSIONER

This Document is the property of
the Lake County Recorder!

By *[Handwritten Signature]*
KBITH W. LERCH Authorized Agent

(Add proper acknowledgments)

STOP



RIDER

The following subparagraphs (a) and (c) replace those deleted under paragraph 2:

2. (a) Owners shall establish or continue to maintain a reserve fund for replacements by the allocation to such reserve fund in a separate account with the mortgagee, or in a safe and responsible depository designated by the mortgagee, concurrently with the beginning of payments towards amortization of the principal of the mortgage insured or held by the Commissioner of an amount equal to \$ 15,000.00 per month unless a different date or amount is approved in writing by the Commissioner. Such fund, whether in the form of a cash deposit or invested in obligations of, or fully guaranteed as to principal by, the United States of America, shall at all times be under the control of mortgagee. Disbursements from such fund, whether for the purpose of effecting replacement of structural elements and mechanical equipment of the project or for any other purpose, may be made only after receiving the consent in writing of the Commissioner. In the event that the owner is unable to make a mortgage note payment on the due date and that payment cannot be made prior to the due day of the next such installment or when the mortgagee has agreed to forgo making an election to assign the mortgage to HUD based on a monetary default, or to withdraw an election already made, the Commissioner is authorized to instruct the mortgagee to withdraw funds from the Reserve for Replacements to be applied to the mortgage payment in order to prevent or cure the default. In addition, in the event of a default in the terms of the mortgage, pursuant to which the loan has been accelerated, the Commissioner may apply or authorize the application of the balance in such fund to the amount due on the mortgage debt as accelerated.

(c) Owners shall establish and maintain, in addition to the reserve fund for replacements, a residual receipts fund by depositing thereto, with the mortgagee, the residual receipts, as defined herein, within 60 days after the end of the semi-annual or annual fiscal period within which such receipts are realized. Residual receipts shall be under the control of the Commissioner, and shall be disbursed only on the direction of the Commissioner, who shall have the power and authority to direct that the residual receipts, or any part thereof, be used for such purpose as he may determine, including the application of such funds to payment of the mortgage note in order to prevent or cure a default or, if a default occurs and the loan has been accelerated, to apply the balance in such fund to the amount due on the mortgage debt as accelerated.

The following paragraphs are applicable to units assisted pursuant to Section 8 of the National Housing Act of 1937.

The following subparagraph (o) is added to paragraph 4:

(o) For those units assisted pursuant to Section 8 of the National Housing Act of 1937:

- (1) Owners have executed a Housing Assistance Payments Contract ("HAP Contract") or an assignment of existing HAP Contracts. The terms of the HAP Contract(s) are incorporated by reference into this Regulatory Agreement.
- (2) A violation of the terms of the HAP Contract(s) may be construed to constitute a default hereunder in the sole discretion of the Secretary.
- (3) In the event the HAP Contract(s) expires or terminates before the expiration or termination of this Agreement, the provisions of this subparagraph 4(o) and any other reference to the HAP Contract(s), to Section 8 and to Section 8 units contained herein shall be self-

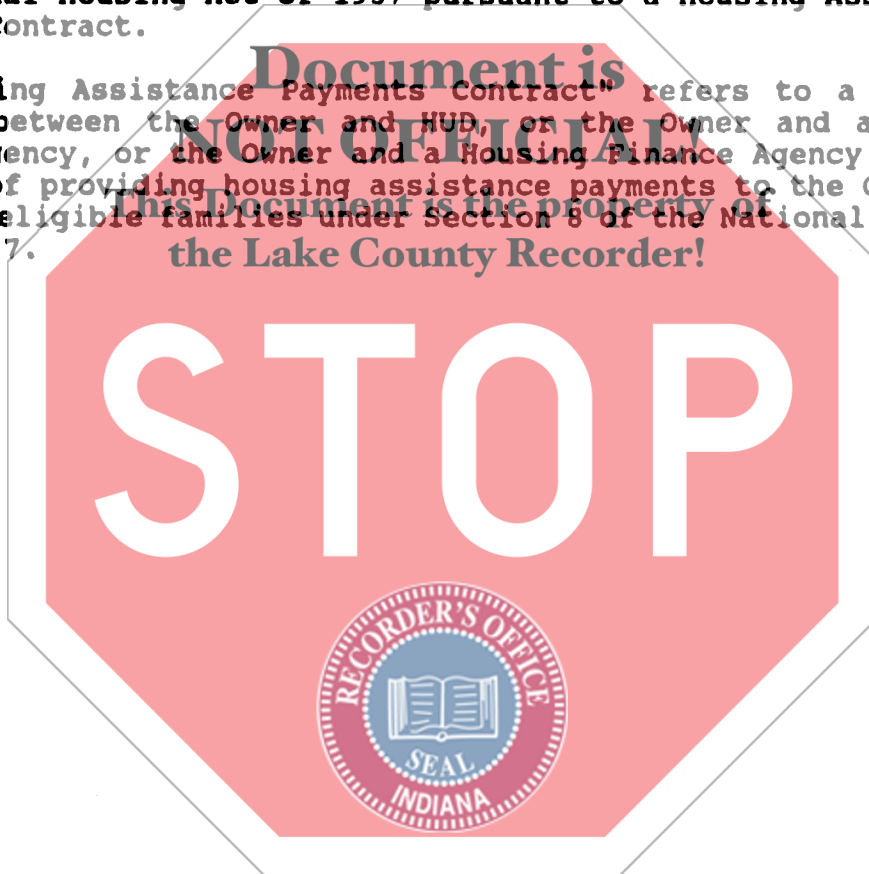
cancelling and shall no longer be effective as of the date of the expiration or termination of the HAP Contract(s).

- (4) The criteria governing the eligibility of tenants for admission to Section 8 units and the conditions of continued occupancy shall be in accordance with the HAP Contract(s).
- (5) The maximum rent for each Section 8 unit is stated in the HAP Contract(s) and adjustments in such rents shall be made in accordance with the terms of the HAP Contract(s).
- (6) Nothing contained herein shall be construed to relieve the Owners of any obligations under the HAP Contract(s).
- (7) In the event of any inconsistencies between subparagraph 4(o) and any section of the Regulatory Agreement, Subparagraph 4(o) shall control.

The following subparagraphs are added to paragraph 13:

(1) "Section 8 units" refers to units assisted under Section 8 of the National Housing Act of 1937 pursuant to a Housing Assistance Payments Contract.

(m) "Housing Assistance Payments Contract" refers to a written contract between the Owner and HUD, or the Owner and a Public Housing Agency, or the Owner and a Housing Finance Agency for the purpose of providing housing assistance payments to the Owner on behalf of eligible families under Section 8 of the National Housing Act of 1937.



TRACT "A"

THAT PORTION OF THE EAST HALF OF SECTION 22, TOWNSHIP 37 NORTH, RANGE 9 WEST OF THE 2ND P. M., IN THE CITY OF EAST CHICAGO, LAKE COUNTY, INDIANA, DESCRIBED AS FOLLOWS:

PARCEL 1: PART OF LOTS 4 TO 39, BOTH INCLUSIVE, BLOCK 26, BUFFINGTON ADDITION TO EAST CHICAGO, AS SHOWN IN PLAT BOOK 12, PAGE 20, IN LAKE COUNTY, INDIANA, THE SAME BEING A STRIP OF LAND 30 FEET OF EVEN WIDTH OFF THE SOUTHWESTERLY END OF SAID LOTS 4 TO 39, BOTH INCLUSIVE.

PARCEL 2: PART OF LOT 3, BLOCK 26, BUFFINGTON ADDITION TO EAST CHICAGO, AS SHOWN IN PLAT BOOK 12, PAGE 20, IN LAKE COUNTY, INDIANA, THE SAME BEING THE SOUTHWESTERLY 30 FEET OF A STRIP OF LAND 17 FEET OF EVEN WIDTH OFF THE SOUTHEASTERLY END OF SAID LOT 3.

PARCEL 3: LOTS 4 TO 88, BOTH INCLUSIVE, BLOCK 40, BUFFINGTON ADDITION TO EAST CHICAGO, AS SHOWN IN PLAT BOOK 12, PAGE 20, IN LAKE COUNTY, INDIANA.

PARCEL 4: PART OF LOTS 3 AND 89, BLOCK 40, BUFFINGTON ADDITION TO EAST CHICAGO, AS SHOWN IN PLAT BOOK 12, PAGE 20, IN LAKE COUNTY, INDIANA, THE SAME BEING A STRIP OF LAND 17 FEET OF EVEN WIDTH OFF THE SOUTHEASTERLY END OF LOTS 3 AND 89.

PARCEL 5: LOTS 1 TO 51, BOTH INCLUSIVE, BLOCK 41, BUFFINGTON ADDITION TO EAST CHICAGO, AS SHOWN IN PLAT BOOK 12, PAGE 20, IN LAKE COUNTY, INDIANA.

PARCEL 6: THAT PART OF VACATED BLOCK AVENUE AS SHOWN ON PLAT OF BUFFINGTON ADDITION TO EAST CHICAGO, PLAT BOOK 12, PAGE 20, SAID VACATED PART AS EVIDENCED IN CONFIRMATORY RESOLUTION NO. 72-2, RECORDED JANUARY 27, 1975 AS DOCUMENT NO. 354800 AND IN CONFIRMATORY RESOLUTION NO. 76-9 RECORDED JUNE 14, 1976 AS DOCUMENT NO. 354801, EXTENDING FROM THE WEST LINE OF CLINE AVENUE TO A POINT 73 FEET SOUTHEASTERLY FROM THE EAST LINE OF MCRINLEY STREET AS MEASURED ALONG THE SOUTHWESTERY LINE OF BLOCK AVENUE.

PARCEL 7: THAT PART OF VACATED PENNSYLVANIA AVENUE AS SHOWN ON PLAT OF BUFFINGTON ADDITION TO EAST CHICAGO, PLAT BOOK 12, PAGE 20, EXTENDING FROM THE EAST LINE OF MCRINLEY STREET TO THE WEST LINE OF CLINE AVENUE, SAID VACATED PART AS EVIDENCED IN CONFIRMATORY RESOLUTION NO. 76-9, RECORDED JUNE 14, 1976 AS DOCUMENT NO. 354801.

TRACT "B"

THAT PORTION OF THE EAST HALF OF SECTION 22, TOWNSHIP 37 NORTH, RANGE 9 WEST OF THE 2ND P. M., IN THE CITY OF EAST CHICAGO, LAKE COUNTY, INDIANA, DESCRIBED AS FOLLOWS:

PARCEL 1: LOTS 1 TO 24, BOTH INCLUSIVE, BLOCK 27, BUFFINGTON ADDITION TO EAST CHICAGO, AS SHOWN IN PLAT BOOK 12, PAGE 20, IN LAKE COUNTY, INDIANA.

PARCEL 2: PART OF LOTS 25 TO 30, BOTH INCLUSIVE, BLOCK 27, BUFFINGTON ADDITION TO EAST CHICAGO, AS SHOWN IN PLAT BOOK 12, PAGE 20, IN LAKE COUNTY, INDIANA, THE SAME BEING A STRIP OF LAND 20 FEET OF EVEN WIDTH OFF THE NORTHEASTERLY END OF SAID LOTS 25 TO 30, BOTH INCLUSIVE.

PARCEL 3: LOTS 1 TO 18, BOTH INCLUSIVE, BLOCK 38, BUFFINGTON ADDITION TO EAST CHICAGO, AS SHOWN IN PLAT BOOK 12, PAGE 20, IN LAKE COUNTY, INDIANA.

PARCEL 4: LOTS 1 AND 2, BLOCK 39, BUFFINGTON ADDITION TO EAST CHICAGO, AS SHOWN IN PLAT BOOK 12, PAGE 20, IN LAKE COUNTY, INDIANA.

PARCEL 4-A: LOT 13, BLOCK 39, ORIGINAL TOWN OF INDIANA HARBOR, IN THE CITY OF EAST CHICAGO, AS SHOWN IN PLAT BOOK 5, PAGE 9, IN LAKE COUNTY, INDIANA.

PARCEL 5: PART OF LOT 14, BLOCK 39, ORIGINAL TOWN OF INDIANA HARBOR, IN THE CITY OF EAST CHICAGO, AS SHOWN IN PLAT BOOK 5, PAGE 9, IN LAKE COUNTY, INDIANA, THE SAME BEING A STRIP OF LAND 10 FEET OF EVEN WIDTH OFF THE NORTHWEST END OF SAID LOT 14.

PARCEL 6: LOTS 12, AND 15 TO 24, BOTH INCLUSIVE, BLOCK 38, ORIGINAL TOWN OF INDIANA HARBOR, IN THE CITY OF EAST CHICAGO, AS SHOWN IN PLAT BOOK 5, PAGE 9, IN LAKE COUNTY, INDIANA.

PARCEL 7: PART OF LOT 14, BLOCK 38, ORIGINAL TOWN OF INDIANA HARBOR, IN THE CITY OF EAST CHICAGO, AS SHOWN IN PLAT BOOK 5, PAGE 9, IN LAKE COUNTY, INDIANA, THE SAME BEING A STRIP OF LAND 21.27 FEET OF EVEN WIDTH OFF THE NORTHEASTERLY END OF SAID LOT 14.

PARCEL 8: LOTS 12 TO 23, BOTH INCLUSIVE, BLOCK 42, ORIGINAL TOWN OF INDIANA HARBOR, IN THE CITY OF EAST CHICAGO, AS SHOWN IN PLAT BOOK 5, PAGE 9, IN LAKE COUNTY, INDIANA.

PARCEL 9: PART OF LOT 24, BLOCK 42, ORIGINAL TOWN OF INDIANA HARBOR, IN THE CITY OF EAST CHICAGO, AS SHOWN IN PLAT BOOK 5, PAGE 9, IN LAKE COUNTY, INDIANA, THE SAME BEING A STRIP OF LAND 28 FEET OF EVEN WIDTH OFF THE SOUTHEAST END OF SAID LOT 24.

PARCEL 10 - (A): THAT PART OF VACATED BLOCK AVENUE AS SHOWN ON PLAT OF BUFFINGTON ADDITION TO EAST CHICAGO, AS SHOWN IN PLAT BOOK 12, PAGE 20, IN LAKE COUNTY, INDIANA, EXTENDING FROM THE EASTERLY LINE OF LINCOLN STREET, SOUTHEASTERLY 660 FEET, TO A LINE WHICH INTERSECTS THE MOST SOUTHERLY CORNER OF LOT 22, BLOCK 27, BUFFINGTON ADDITION TO EAST CHICAGO, AS SHOWN IN PLAT BOOK 12, PAGE 20, AND THE SOUTHEASTERLY LINE OF DANLIA STREET, SAID VACATED PARTS AS EVIDENCED IN CONFIRMATORY RESOLUTION NO. 76-9, RECORDED JUNE 14, 1976 AS DOCUMENT NO. 354801.

PARCEL 10 - (B): THAT PART OF VACATED BLOCK AVENUE, SAID BLOCK AVENUE AS SHOWN ON PLAT OF BUFFINGTON ADDITION TO EAST CHICAGO, PLAT BOOK 12, PAGE 20, IN LAKE COUNTY, INDIANA, SAID VACATED PART AS EVIDENCED IN CONFIRMATORY RESOLUTION NO. 74-2, RECORDED JANUARY 27, 1975 AS DOCUMENT NO. 286829 AND IN CONFIRMATORY RESOLUTION NO. 76-9, RECORDED JUNE 14, 1976 AS DOCUMENT NO. 354801, EXTENDING FROM THE INTERSECTION OF THE SOUTHEASTERLY LINE OF DANLIA STREET AND THE SOUTHWESTERLY LINE OF BLOCK AVENUE; THENCE SOUTHEASTERLY TO THE MOST-EASTERLY CORNER OF LOT 2, BLOCK 39; THENCE NORTHEASTERLY TO THE MOST SOUTHERLY CORNER OF LOT 24, BLOCK 27; THENCE NORTHWESTERLY ALONG THE NORTHEASTERLY LINE OF BLOCK AVENUE TO THE MOST WASTERLY CORNER OF LOT 23, BLOCK 29; THENCE SOUTHWESTERLY TO THE POINT OF BEGINNING, ALL IN BUFFINGTON ADDITION TO EAST CHICAGO.

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PARCEL 11: THAT PART OF PENNSYLVANIA AVENUE AS SHOWN IN PLAT OF ORIGINAL TOWN OF INDIANA HARBOR, IN THE CITY OF EAST CHICAGO, PLAT BOOK 5, PAGE 9, IN LAKE COUNTY, INDIANA, BEGINNING 72 FEET SOUTHEASTERLY FROM THE EASTERLY LINE OF LINCOLN STREET 588 FEET TO THE EASTERLY LINE OF DANLIA STREET, SAID VACATED PART AS EVIDENCED IN CONFIRMATORY RESOLUTION NO. 76-9, RECORDED JUNE 14, 1976 AS DOCUMENT NO. 354801.

PARCEL 12: DANLIA STREET AS SHOWN ON PLAT OF ORIGINAL TOWN OF INDIANA HARBOR, IN THE CITY OF EAST CHICAGO, PLAT BOOK 5, PAGE 9 AND ON PLAT OF BUFFINGTON ADDITION TO EAST CHICAGO, PLAT BOOK 12, PAGE 20, IN LAKE COUNTY, INDIANA, BETWEEN THE SOUTHERLY LINE OF BLOCK AVENUE AND THE NORTHERLY LINE OF PENNSYLVANIA AVENUE.



It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against LAKE COUNTY TRUST COMPANY on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

IN WITNESS WHEREOF, LAKE COUNTY TRUST COMPANY, not personally, but as Trustee as aforesaid, has caused these presents to be signed by its Vice President & Trust Officer and attested by its Assistant Secretary this 16th day of November, 19 89.



LAKE COUNTY TRUST COMPANY, not personally but as Trustee under the provisions of a Trust Agreement dated November 8, 1989 and known as Trust No. 4011.

BY: Donna LaMere
Donna LaMere, Vice President & Trust Officer

ATTEST:

BY: Charlotte L. Keilman
Charlotte L. Keilman, Assistant Secretary

STATE OF INDIANA)
)SS:
COUNTY OF LAKE)

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that the abovenamed Vice President and Trust Officer and Assistant Secretary of the Lake County Trust Company, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President & Trust Officer and Assistant Secretary respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth.

Witness my hand and seal this 16th day of November, 19 89.

Star I. Lugar
Star I. Lugar -Notary Public

My Commission Expires:

Resident: Lake County, Indiana

June 25, 1991