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850886

RENTAL REHABILITATION 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 (\$19,245.00), 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 (or to contain) 4 dwelling units for rent located at and commonly known as 1849 Indianapolis Blvd., Whiting, IN 46394

Legally described as: Lots 7 and 8, Block 5, Central Park Addition to Whiting, as shown in Plat Book 5, Page 1, in Lake County, Indiana
(address or property description)

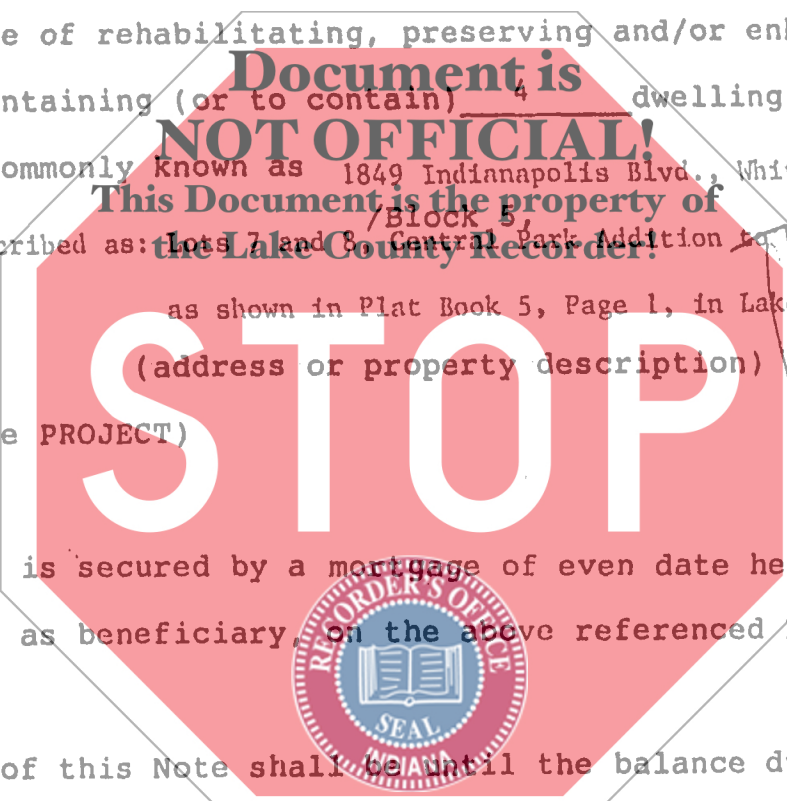
(hereafter, the PROJECT)

This Note is secured by a 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 or 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 May, 1996. *The anniversary of this Note shall be the 1st day of May in each year following the completion of activities financed by the loan evidenced by this Note.

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

Promissory Note re-recorded to correct Legal Description.



STATE OF INDIANA/S.S. IND
LAKE COUNTY, IN
FILED FOR RECORD
JUN 4 2 00 PM '91
ROBERT (BOB) FREELAND
RECORDER
STATE OF INDIANA/S.S. IND
LAKE COUNTY, IN
FILED FOR RECORD
APR 24 10 04 AM '96
R. DOLPH CLAY
RECORDER

1300
CF
8.58
CF

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 percentum (10%) 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 (3%) three percent interest per annum shall become immediately due and payable; and, PROVIDE FURTHER that 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 plus (3%) three 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.

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 only by written agreement with 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 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 (3%) three 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- Richard & Jimmie Fortner
607 North Main Street
Griffith, Indiana 46319

(name and address)

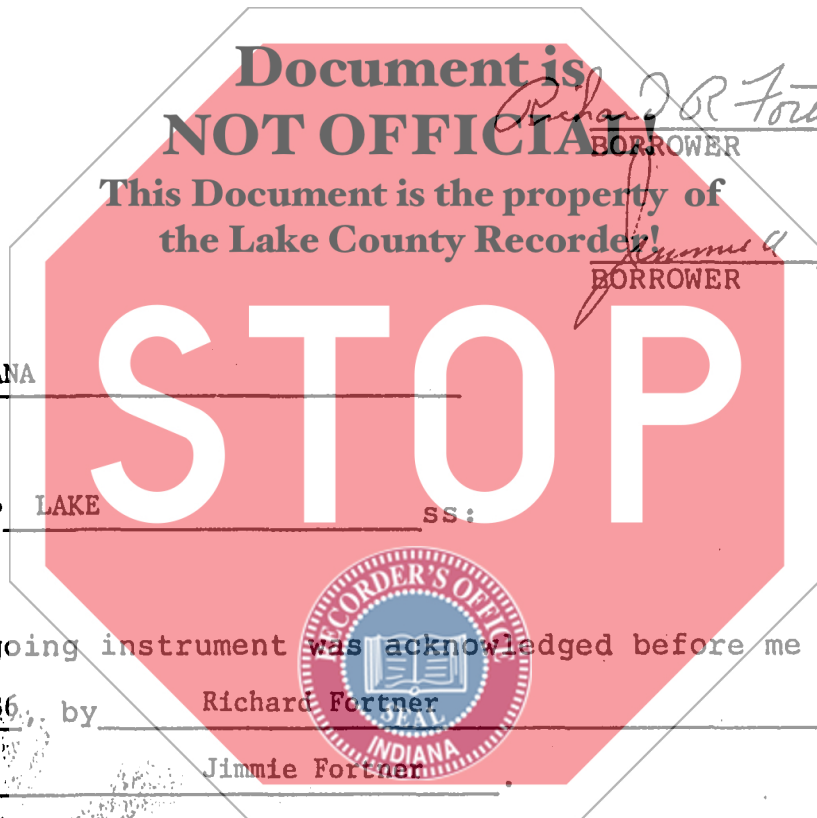
The BORROWER, or his executor in the event of the death of the BORROWER, shall notify the LENDER of the name and address of any successor to or assignee of the BORROWER.

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 by the LENDER at the BORROWER's own cost.

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



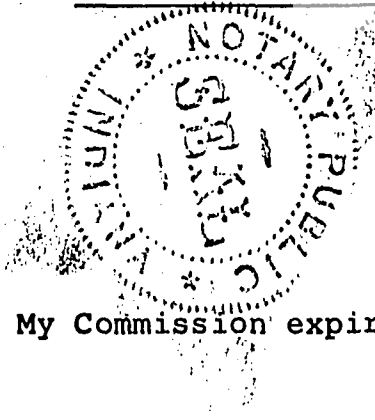
Richard R Fortner February 19, 1986
BORROWER Date/Seal

Jimmie A Fortner February 19, 1986
BORROWER Date/Seal

STATE OF INDIANA

CITY/COUNTY OF LAKE ss:

The foregoing instrument was acknowledged before me this 19th day of February, 1986, by Richard Fortner and Jimmie Fortner



William L. Davis
Notary Public