

City Of Gary
Mayor's Office Of
Housing Conservation
824 Broadway
Gary, Indiana 46702

RENTAL PROPERTY REHABILITATION LIEN

92007211

The undersigned property owner(s) (hereafter, the BORROWER), in consideration of the receipt of Seven thousand five hundred dollars, (\$ 7,500) as a deferred payment loan from the CITY OF GARY, MAYOR'S OFFICE OF HOUSING CONSERVATION (hereafter the LENDER) for the rehabilitation, preservation and enhancement of primarily rental residential real property containing _____ dwelling units for rent or lease to tenants, which is commonly known as 1369 Ellsworth St. and legally described as:

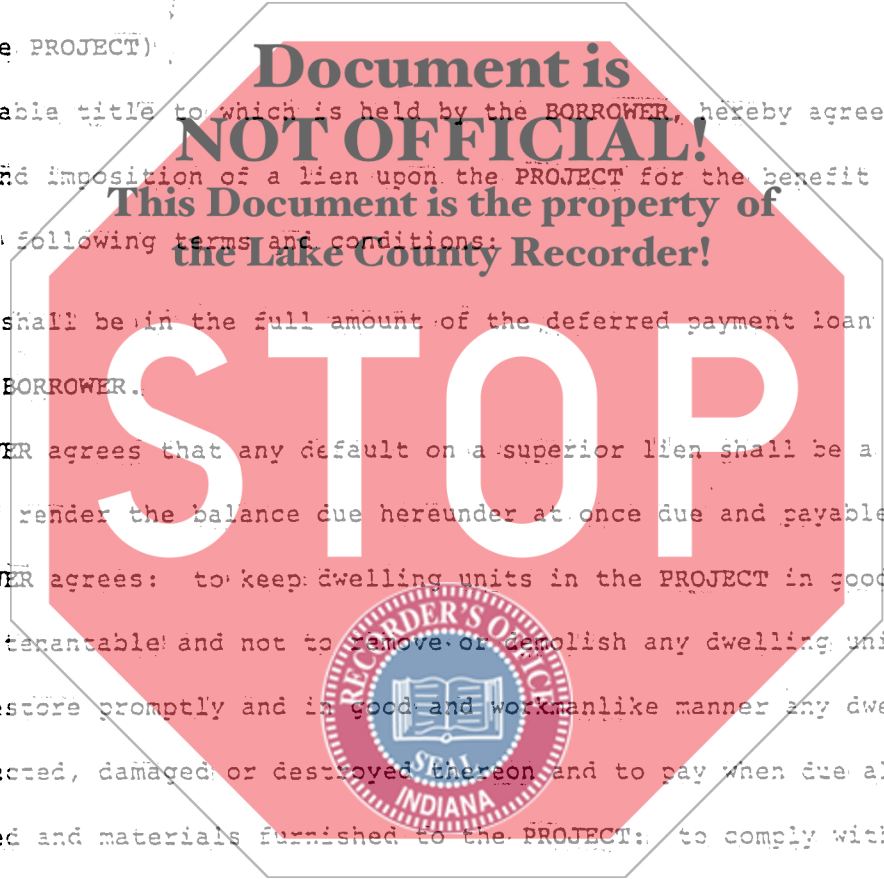
Lot 29, except the North 6.57 feet thereof, Block 2, in the South Bend Gary Land Company's Subdivision, to the City of Gary, as shown in Plat Book 8, page 12, Lake County, Indiana

STATE OF INDIANA
LAKE COUNTY
RECORDING DEPARTMENT
1992

RECORDED
1-14-92

(hereafter, the PROJECT)

legal or equitable title to which is held by the BORROWER, hereby agree and consent to the creation and imposition of a lien upon the PROJECT for the benefit of the LENDER, subject to the following terms and conditions:



- 1) Such lien shall be in the full amount of the deferred payment loan given by the LENDER to the BORROWER.
- 2) The BORROWER agrees that any default on a superior lien shall be a default on this lien and shall render the balance due hereunder at once due and payable.
- 3) The BORROWER agrees: to keep dwelling units in the PROJECT in good condition and repair, fully tenable and not to remove or demolish any dwelling unit thereon; to complete or restore promptly and in good and workmanlike manner any dwelling unit which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished to the PROJECT; to comply with all laws affecting said PROJECT or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act thereon in violation of law.

1400
GHC

4) The BORROWER agrees: to provide, maintain and deliver to the LENDER evidence of fire and extended coverage insurance satisfactory to the LENDER in the order and amount sufficient to permit repair or replacement pursuant to paragraph 3, above, of the balance outstanding of this lien.

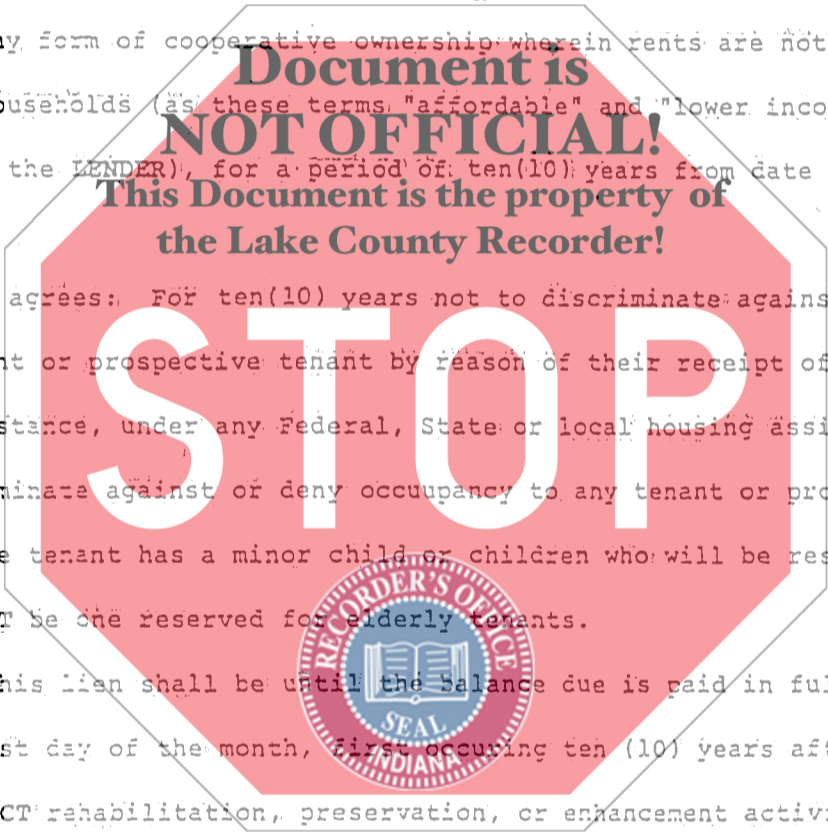
5) The BORROWER agrees to pay all taxes, assessments, utilities and other expenses of the PROJECT when due and without delinquency and shall not permit any liens to be imposed on the PROJECT by reason of any delinquency. The BORROWER agrees to maintain the PROJECT as residential rental for a minimum of 10 (10) years from date of construction completion.

6) The BORROWER agrees not convert the dwelling units in the PROJECT to condominium ownership or to any form of cooperative ownership wherein rents are not affordable to lower income households (as these terms "affordable" and "lower income households" may be defined by the LENDER), for a period of ten (10) years from date of construction completion.

7) The BORROWER agrees: For ten (10) years 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.

8) The term of this lien 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 deferred payment loan evidenced by this lien. Unless prepaid or foreclosed, this lien shall be satisfied and be released by the LENDER on the 1st day of December, 1991. *The anniversary of this lien shall be the 1st day of December, in each year following the completion of activities financed by the deferred payment loan evidenced by this lien.

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



9) Unless accelerated pursuant to paragraph 10, at each anniversary date of the balance due hereunder shall be reduced by 10 percentum (10%) of the original amount of the deferred payment loan.

10) During the term of this lien the BORROWER shall make no payments of principal or interest; PROVIDED HOWEVER, that if the BORROWER shall be in default of any of the terms or conditions of this lien, then the unpaid and remaining balance shall become immediately due and payable upon demand by the LENDER 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 not affordable for lower income households as defined above, then the full initial amount of the deferred payment loan shall be due and payable without benefit to the BORROWER of the 10 percentum anniversary date reductions otherwise made by the LENDER.

**Document is
NOT OFFICIAL!
This Document is the property of
the Lake County Recorder!**

11) The deferred payment loan evidenced by this lien 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.

12) Any subordination of this lien 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. Such consent to subordinate shall not be unreasonably withheld so long as LENDER has the assurance, reasonable to the LENDER, that the provisions of this lien remain enforceable and are adequately secured by the PROJECT.

13) To assure and protect its rights in this lien and the PROJECT, the LENDER shall have right of access and inspection of the PROJECT at reasonable times and with reasonable notice to the BORROWER.

14) Any forbearance by the LENDER with respect to any of the terms and conditions of this lien in no way constitutes a waiver of any of the LENDER'S rights or privileges granted hereunder.

15) Any notice of one party to the other shall be in writing 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 -

**Document is
NOT OFFICIAL!**

**This Document is the property of
the Lake County Recorder!**

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

16) The interpretation and application of this lien shall be in accordance with the laws and procedures of the State of Indiana, as they may from time to time be amended.

17) In the event of default and nonpayment of the balance due by the BORROWER, the LENDER may take such measures as may be lawful to it for the recovery of the indebtedness and including, but not limited to, foreclosure and sale of the BORROWER'S rights in the PROJECT and/or assignment and collection of the rents and profits of the PROJECT.

18) Upon satisfactory completion of all terms and conditions of this lien by the BORROWER or upon payment of any and all balance due, the BORROWER shall be entitled to a release and satisfaction of this lien by the LENDER at the BORROWER'S own cost.

19) AFFIRMATIVE MARKETING: The BORROWER agrees to comply with the City of Gary, amended AFFIRMATIVE MARKETING PLAN for 7 years from construction completion, which includes, the BORROWER advertising in (local) newspaper of vacancies. The BORROWER will contact other agencies (Gary Public Housing Authority), given notification of availability of units rehabilitated under the Rental Rehabilitation Program.

This lien is expressly created and imposed upon the above described PROJECT for the purpose of assuring the compliance of the BORROWER with terms and conditions incident to the deferred payment loan evidenced by this lien, such loan being exclusively for the purpose of rehabilitating, preserving and enhancing rental dwelling units in the PROJECT in accordance with the rules and procedures of the RENTAL REHABILITATION PROGRAM of the MAYOR'S OFFICE OF HOUSING CONSERVATION, CITY OF GARY, INDIANA.

DATE

12-2-91

DATE

[Handwritten Signature]

Document is NOT OFFICIAL!
This Document is the property of
BORROWER(S) and MAKER(S)
the Lake County Recorder!

DATE

12-2-91

DATE

Naomi Jean Jefferson
DIRECTOR/DESIGNEE

STOP

STATE OF INDIANA
COUNTY OF LAKE



On the 2nd day of December, A.D., 1991, before me, a NOTARY PUBLIC, personally appeared Naomi Jean Jefferson & Ben R. Coleman and are to me known to be the person(s) named in and who executed the foregoing instrument, and acknowledged that this was a free and voluntary act and deed.

[Handwritten Signature]
NOTARY PUBLIC IN AND FOR THE
STATE OF INDIANA
COUNTY OF LAKE

My Commission Expires 10-5-94

This Instrument Prepared By: Attorney Lloyd Fisher

Revised: 6-20-89