92041998

PROMISSORY NOTE

(Urban Enterprise Association of Hammond, Indiana, Inc. Enterprise Zone Deferred Loan/Facade Demonstration Program)

Project No	Archie Williams	_Place:_	6121 No	ole Stree	et, Hammond	_, Indiana
Loan No	1017	_Date <u>:</u>	June 19	, 1992		•
Loan Amour	nt:_\$ 3,020.00	_				
Description KEY # 34-28	of Property: 86-49					
Lot 116 in Lyndora Addition to the City of Hammond, as per plat thereof,						
recorded in Plat Book 14, page 18, in the Office of the Recorder of Lake						
County, In	diana.		ent is ICIA		ROBE	in 3n
	This Docume			•	F	-
	the Lake	•	,			2
, 1. FC	OR VALUE RECEIVED, the	undersig	gned joint	y and sev	verally promi	ise(s) t o
pay to the	order of the Urban Enterpris	e Assoc	iation of h	lammond	I, <mark>Ind</mark> iana, I <u>n</u>	c. ૠ
(hereinafter	referred to as "the UEA"), a	cting by	and throu	gh the sun	n of three t	HOUSAND
TWENTY DOL	LARS AND NO CENTS	(\$	3,020.00	DOLLAF	(S, pursuant	to and in
accordance	e with the UEA Enterprise 2	one Rei	nabilitatioi	1 Deterred	i Loan/Faca	lae
Demonstra	tion Program.	THE STATE OF THE S				
o n	AYMENTS DEFERRAL OF	L CANDA	AVMENT	DUFINE	=UI	
2. F/ a IN	NTEREST Accrual of interes	st on th	e principa	al shall be	egin to accr	ue on the
date of de	livery of proceeds at the	ate of t	hree (3%	or six	6%) depend	ding upon
income qu	idelines, per annum, and s	o long a	is the NO	TE shall I	not be in de	fault, and
shall contin	nue at said rate until all sur	ns due l	rereunder	shall be	paid in full,	subject to
the further	terms and conditions hered	of. In the	event of	default, ir	nterest shall	accrue at
the rate of	eighteen (18%) percent per	annum.	•			
b. PAYMENTS-PRINCIPAL AND INTEREST. Payments on the NOTE granted						

- herein shall begin on the **FIRST** of 1992, and shall be in the amount of DOLLARS, and shall continue in like amount on the same day of each month thereafter, provided that the NOTE shall not be in default, until the NOTE and all sums due hereunder shall be paid in full. Principal and interest shall be amortized over a period of seven (7) years.
 - C. DEFERRAL OF NOTE PAYMENTS.
 - (I) Payments on the NOTE shall be deferred, beginning at the time the



c. DEFERRAL OF NOTE PAYMENTS.

- (I) Payments on the NOTE shall be deferred, beginning at the time the NOTE is made, if the OBLIGOR'S income limits for the most recent tax year is fifty (50%) percent or less of the median income as determined by standards of the United States Department of Housing and Urban Development (HUD). No interest shall be chargeable or shall accrue on the principal of the NOTE for so long as the principal is not due and payable as provided above.
- (2) Payment of principal and interest will begin as required by paragraphs (a) and (b) if:
 - (a) OBLIGOR'S income limits for the most recent tax year exceed fifty (50%) percent of the medium income as determined by standards of HUD; or
 - (b) Whenever OBLIGOR pays in full a prior mortgage notes(s) which are superior to the Enterprise Zone Rehabilitation Deferred/Loan Program Mortgage on the Real Estate.

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- d. PAYMENT DUE IN TULE. The entire balance of principal and accrued interest shall be immediately due and payable upon the happening of any of the following events:
 - (I) Sale, Conditional Sale, Contract Sale, Assignment or other transfer for a valuable consideration of the fee simple interest in the Real Estate either jointly or severally, or the survivor of them, whether by conveyance or other transfer of title; by assignment or other transfer of any beneficial interest in any trust having any interest in the practity or by any other means;
 - (2) Death of the last surviving OBLIGOR(s); or
 - (3) When all the OBLICORS no longer continuously, actually and physically reside at the Real Estate.
- e. PREPAYMENT. The LOAN may be prepaid in part or in full without penalty, provided, however, that any prepayment shall not alter or change the amount of the monthly payment required to be paid hereunder.
- f. PLACE OF BUSINESS. All payments due hereunder shall be paid at 649 Conkey Street, Hammond, Indiana, or at such other place as the UEA shall designate in writing to the OBLIGOR.
- g. LATE PAYMENTS. In the event OBLIGOR shall fail to cause payments to be delivered when they shall be due, meaning actual receipt of the UEA, a processing charge equal to five (5%) percent of the payment then due shall be added to the payment due, provided that the payment shall be made within ten (10) days of the due date. In the event the payment is not made within the ten (10) day period, then the entire unpaid principal balance due upon said LOAN together with interest

accrued to said date of the due and unpaid payment, shall bear interest at the rate of eighteen (18%) percent until payments due shall be brought current. The assessment or payment of said interest shall not preclude the UEA from declaring this LOAN in default in the event OBLIGOR shall have allowed the payment or payments due hereunder to be more than twenty-five (25) days late from the date of a due payment.

- 3. All payments on this Note shall be applied first to the interest, and then to the principal due on the Note. If the obligation evidenced by this Note is reduced to judgment, such judgment shall bear interest at the rate allowed by law. If suit is instituted by the Municipality to recover on this Note, the undersigned agree(s) to pay all costs of such collection, including reasonable attorney's fees, court costs, and costs of investigating title in order to foreclose any mortgage which secures this Note.
- 4. This Note is secured by a mortgage, of even date herewith, duly filed for record in the Office of the Recorder of Lake County, Indiana.
- 5. The undersigned waive s presentment or payment, protest, notice of protest, and non-payment of this Note, and any enforcement or collection of the obligation evidenced by this Note shall be without relief to the Indersigned from Valuation and Appraisement Laws. The undersigned further waive(s), to the extent authorized by law, any and all homestead and other tights of exemption which would otherwise apply to the debt evidenced by this Note.
- 6. This Note, and the obligations herein stated, shall be binding upon the OBLIGOR(s), jointly and severally, and upon their respective heirs, personal representatives, successors in interest and assigns. IN WITNESS WHEREOF this Note has been duly executed by the undersigned on the day and year first above stated.

OBLIGORS Chilliams